



MANHOLE REHABILITATION 2021 PROJECT

CONTRACT BID DOCUMENT

May 5, 2021

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PART I: BIDDING REQUIREMENTS

NOTICE OF INVITING BID

1. Receipt and Opening of Bids

Notice is hereby given that sealed bids will be received at the offices of the Truckee Sanitary District ("District" or "TSD") located at 12304 Joerger Drive, Truckee, CA 96161 until **Wednesday, May 5, 2021, 12:00 p.m.***. They will be publicly opened and read aloud via Zoom at 12:00 p.m. for the construction of the Work entitled:

**Truckee Sanitary District
Manhole Rehabilitation 2021 Project
12304 Joerger Drive
Truckee, CA 9616**

***Due to COVID-19 protocols, bids are required to be mailed to the address above OR e-mailed to awolfe@truckeesan.org. We will not be accepting hand delivered bids at this time. Pre-Bid and Bid Opening Meetings will be held via Zoom. Please see website for links to both Zoom meetings.**

2. **General Work Description** The project, as more particularly described in the Contract Document, includes but is not limited **repair of existing structures not expanding existing ones.**
3. **Obtaining Bid Documents** Complete bid packages, including a copy of the Supplemental Conditions (if any), Technical Specifications and Plans (if any) and other Contract Documents can be accessed and downloaded from the TSD website at www.truckeesan.org/district-projects For further information on obtaining Contract Documents, contact the Project Manager, Sarah Bergeron at 530-587-3804.
4. **Submission of Proposals**
 - 4.1 All proposals must be submitted not later than the time prescribed. The Bidder is wholly responsible to see that the bid is submitted at the time and place designated for the opening of bids. Any bid received after the time and date specified above shall be deemed non-responsive and shall be returned to the bidder unopened.
 - 4.2 **Bids received by e-mail will be accepted and are encouraged.**
 - 4.3 Mailed bids must be received by the District prior to the hour and date of the bid opening (Wednesday, May 5, 2021 at 12:00 p.m.) and shall be addressed to the General Manager, Truckee Sanitary District, 12304 Joerger Drive, Truckee, California 96161.
5. **Bid Bond** Each bid shall be accompanied by a certified check, cashier's check or bidder's bond payable to TSD for an amount equal to ten percent (10%) of the amount of the bid. This guaranty will be forfeited to, paid to or retained by the District as damages should the bidder to whom the Contract is awarded fail to enter into the contract or fail to present satisfactory bonds and/or insurance, as detailed in the Contract Documents within ten business days of receipt of the

District's Notice of Award of the Contract. A bidder's bond must be issued by a California admitted surety, and comply with applicable law.

6. **Contractor's License Requirements** A bidder must be a contractor, holding a valid Class A license issued by the State of California, to perform the work for this project. The license must be active and in good standing as of the date of receipt of bids and must be maintained in good standing throughout the term of the contract.
7. **Minimum Wage Requirement** Bidders are hereby notified that, pursuant to California Labor Code Sections 1770 *et seq.*, the California Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and rates in the locality where this work is to be performed. The prevailing rates are available on the State of California Department of Industrial Relations website at www.dir.ca.gov and at the District's principal office, located at 12304 Joerger Drive, Truckee, CA 96161 and at the job site.
 - 7.1 It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under the Contractor, to pay not less than the specified prevailing wage rates to all laborers, workers, and mechanics employed in the execution of the contract.
8. **Substitution of "or Equal" Materials** A bidder may propose one or more "equals" or substitutions for products listed in the Contract Documents by manufacturer name, brand or model number, unless the Contract Documents specify that the product is necessary to match others in use. Complete information for products proposed by a Bidder as an equal must be submitted to the Project Manager, for review at least ten business days before the time specified for bid opening in accordance with the Instructions to Bidders contained in the Contract Documents.
9. **Permits** The successful bidder shall apply for and obtain at its cost any permits required for all work, except as specified in the Contract Documents.
10. **Non-Mandatory Site Pre-Bid Conference** Unless otherwise specifically stated in writing, a **non-mandatory** pre-bid conference will be held at **12:00 p.m.** on **Wednesday, April 21, 2021** via Zoom. See website, www.truckeesan.org/district-projects for meeting link. **Attendance to the pre-bid conference is not mandatory and is not a prequalification for a bid to be deemed responsive.** The purpose of the conference is to review the bid requirements and to receive bidder questions.

11. **Award of Contract**

- 11.1 The award shall be made to the lowest responsible Bidder whose proposal complies with the specified requirements. The award of Contract will be made by the District Board of Directors. The Contractor shall execute the Contract within ten (10) days after it has received the Contract from the District.
- 11.2 Each bidder shall comply with and agree to all instruction and requirements in this Notice and in the Contract Documents. **All bids must be submitted on the prescribed bid proposal form.**
- 11.3 The District reserves the right to reject any or all bids or to waive any minor irregularities in a bid in accordance with applicable law. The District will award the contract, if awarded, to the responsible bidder with the lowest responsive bid and whose bid proposal complies with the requirements prescribed. Such award, if made, will be made within ninety (90) calendar days after the opening of the proposals. **All bids shall be**

valid for a minimum of ninety (90) days after the scheduled date for the opening of bids.

- 12. Rejection of Bids** The District reserves the right to reject any and all bids. Any bid not conforming to the intent and purpose of the Contract Documents may be rejected. The District reserves the right to make all awards in the best interest of the District.
- 13. Disqualification of Bidder** If there is a reason to believe that collusion exists among any Bidders, none of the bids of the participants in such collusion will be considered and the District may likewise elect to reject all bids received.
- 14. Relief of Bidder** Attention is directed to the provisions of Public Contracts Code Section 5101 and following, concerning relief of Bidders and in particular to the requirements therein that if the Bidder claims a mistake was made in its bid, the Bidder shall give the District written notice, within five (5) days after the opening of bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred.
- 15. Retainage** The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement.
- 16. Payment (Labor and Materials) and Performance Bonds** The successful bidder will be required to furnish a Payment (Labor and Materials) Bond in the amount of one hundred percent (100%) of the Contract Price, a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Price, and a Maintenance Bond in the amount of ten percent (10%). Bonds must be obtained from an admitted surety and comply with applicable law. The successful bidder will also be required to furnish insurance as set forth in the Contract Documents.
- 17. Notice of Compliance Monitoring**
 - 17.1** No contractor or subcontract may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Section 1725.5 of the Labor Code, subject to the limited exceptions contained in Section 1771.1(a) of the Labor Code.
 - 17.2** No contractor or subcontractor may be awarded a contract for a public works project unless registered with the DIR pursuant to Section 1725.5 of the Labor Code.
 - 17.3** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

INSTRUCTIONS TO BIDDERS

General

- A. This project consists of the rehabilitation of 9 sanitary sewer manholes in Truckee, CA, as shown in Appendix A. A summary of the manholes to be rehabilitated is also presented in Table 1.
- B. Data in the Contract Documents and on the Drawings are as accurate as possible, but are not guaranteed. The Contractor shall verify locations, levels, distances, and features that may affect the Work. No allowances will be made in the Contractor's behalf for any extra expense resulting from failure or neglect in determining the conditions under which work is to be performed.

TABLE 1 SUMMARY OF MANHOLES TO BE REHABILITATED					
	MANHOLE ID	LOCATION	DEPTH^a inches	DIAMETER^a inches	MATERIAL^a
1	CT03-A12	Deerfield Drive	62	48	Concrete
2	DL06-P03	Donner Pass Road	70	48	Concrete
3	DL07-J05	Donner Pass Road	64	48	Concrete
4	GD01-C02	Whitehorse Road	102	48	Concrete
5	GD01-C03	Whitehorse Road	68	48	Concrete
6	GD17-D01	Martis Dam Road	60	48	Concrete
7	GD18-A08	Off Settler's Lane	108	48	Concrete
8	GD18-B15	Caleb Drive	160	48	Concrete
9	GD18-K01	Caleb Circle	52	48	Concrete

^aContractor to field verify

1. Bidders

- 2.1. **Bidders Interested In More Than One Bid:** A bidder may only submit one bid. A subcontractor or supplier submitting a sub-proposal to another bidder, or who has quoted prices on materials to another bidder, is not disqualified from submitting a sub-proposal or quoting prices to other bidders.
- 2.2. **Skill and Experience:** Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the Contract Documents. In order for TSD to make

this determination, the bidder's experience should be set forth and submitted with the Bid Form on the Experience Statement included in the bid documents.

- 2.3. **Licensing:** Each bidder shall possess a valid Class A Contractor's License issued by the Contractor's State License Board at the time the bid was submitted. The class of license shall be applicable to the work specified in the Contract Documents. A bidder must verify its Contractor's License number and license expiration date on the Bid Form under penalty of perjury. A bid that does not satisfy applicable licensing requirements will be considered non-responsive and rejected.
- 2.4. **Knowledge of Bid Documents:** By submitting a bid, the bidder represents that it has read and understands the Contract Documents and that its bid is in accordance with all of the requirements of the Contract Documents and applicable law. The bidder recognizes that quantities of unit price items may vary from the estimates, if any, provided in the Contract Documents.
- 2.5. **Registration:** Each bidder, and any subcontractor listed in a bid proposal pursuant to Public Contract Code Section 4104, must be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a).

3. **Bid Documents**

- 3.1 **Contract Documents:** The Contract Documents/Forms consist of the following: Notice Inviting Bids, Instructions to Bidders, Bidder's Checklist, Bid Form, Bid Schedule Form, Bid Bond Form, Non-Collusion Declaration, Experience/Qualifications Statement, Designation of Subcontractors Form, Agreement, Workers' Compensation Insurance Certification, Performance Bond, Payment (Labor and Materials) Bond, Maintenance Bond, Escrow Agreement, General Conditions, Supplementary Conditions (if any), and Technical Plans and Specifications (if any).
- 3.2 **Interpretation of Contract Documents:** If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or believes it has found apparent conflicts, errors, ambiguities, discrepancies, or omissions in the Contract Documents or between the Contract Documents and the Project site, the bidder may submit to TSD at the address in the Notice Inviting Bids a written request for an interpretation, clarification or correction thereof not later than seven (7) calendar days before the date bids will be opened. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation, clarification or correction of the Contract Documents will be made only by Addendum and will be faxed and mailed to each person receiving a set of such Contract Documents. Any other explanation or interpretation of the Contract Documents, whether oral or written, will not be binding on TSD or any of its agents. Questions received less than seven (7) calendar days before the time specified for opening bids may not be answered.

Any changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.

- 3.3 **Securing Documents:** Copies of the proposed Contract Documents are on file at TSD's office located at 12304 Joerger Drive, Truckee CA, 96161 and may be obtained for bidding purposes upon the conditions set forth in the Notice to Bidders.

4. **Bidding Procedures**

- 4.1. **Bid Submittal:** In order to receive consideration, all bids shall be made in accordance with the following instructions:

4.1.1. Bids shall be made upon the form provided therefore, properly executed and with all items filled out; numbers shall be stated both in writing and in figures. A bid not made on the proper form may be disregarded. Corrections may be made if initialed by the individual signing the bid. A bid must include all documents listed in the Bidder's Checklist completed in accordance with the bid package. NO PROPOSAL WILL BE CONSIDERED WHICH MAKES EXCEPTIONS, CHANGES, OR IN ANY MANNER MAKES RESERVATIONS TO THE TERMS OF THE SPECIFICATIONS, OR CONTRACT TERMS. ANY SUCH PROPOSAL SHALL RENDER THE BID NON-RESPONSIVE.

4.1.2. The Bid shall be submitted at the place and no later than the time specified in the Notice to Bidders in a sealed envelope plainly marked as:

Truckee Sanitary District
Project Description: **Manhole Rehabilitation 2021 Project**

Bids received by e-mail WILL BE considered and are encouraged. Any bid received after the time and date specified in the Notice Inviting Bids shall not be considered and shall be returned to the bidder unopened.

4.1.3. Each bid must give the full business address of the bidder. Bids of partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the printed name and title of the person signing. Bids of corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to bind the corporation. The name of each person signing shall also be typed or printed below the signature. Upon request of the District, a bidder shall furnish satisfactory evidence of the authority of the person signing the bid. A bid by a joint venture must include a certified copy of the legal agreement constituting the joint venture.

4.1.4. Any Addenda issued before the time in which to submit bids expires shall form a part of the Contract Documents and shall be covered in the bid. Each bidder shall confirm receipt of any and all Addenda in the space provided in the Bid Form. Addenda will be published on the Truckee Sanitary District website, www.truckeesan.org.

4.1.5. Each bid must be accompanied by bid security in the form of cash, a certified or cashier's check or a Bidder's Bond in the sum of not less than ten percent (10%) of the bid. The check or bond shall be made payable to the order of TSD. If the successful bidder fails to file satisfactory bonds or insurance as otherwise required by the Contract Documents, or fails to or refuses to enter into a contract within the specified time, then the bid security (whether cash, check or bond) shall be forfeited to TSD. All bid security not forfeited to the District will be returned once a successful bidder provides all required documents and enters into a contract with the District in accordance with all applicable requirements set forth in the bid package. Forfeiture of the bid security to the District will not waive or otherwise limit any other remedy available to the District under applicable law.

4.1.6. A bidder shall submit with its bid a list of its proposed subcontractors in compliance with California Public Contract Code Sections 4100 *et seq.* A form for this designation is furnished with the Bid Form.

4.1.7. A bidder shall submit with its bid a fully executed Non-Collusion Declaration in compliance with California Public Contract Code Section 7106. A form for this purpose is furnished with the Bid Form.

4.1.8. If an inconsistency exists between the amount listed for a unit price in a bid and the total listed for that bid item (e.g. if the total listed for a bid item does not equal the unit price listed in the bid multiplied by the quantity listed), subject to applicable law, the unit price will be deemed to accurately reflect the bidder's intent concerning the bid item and the intended total for the bid item will be deemed to be the unit price as listed in the bid multiplied by the quantity listed. If the project bid price is a lump sum total made up of smaller individual bid item prices and an inconsistency exists between the lump sum total bid price and any individual bid item price, subject to applicable law, the individual bid item prices as listed in the bid will be deemed to accurately reflect the bidder's intended bid for the Project and the intended lump sum total bid for the Project will be deemed to be the sum of the individual bid item prices as listed in the bid, even if that sum is different from the amount actually listed as the lump sum total bid for the Project.

4.1.9. A bidder may not assign, sublet, sell, transfer, or otherwise dispose of its bid or any right, title or interest in its bid, or its obligations under its bid, without the prior written consent of an authorized representative of the District. Any purported assignment, subletting, sale, transfer or other disposition of a bid or any interest in a bid, or of any obligations under a bid without such written consent shall be void and of no effect.

4.1.10. If the bid forms include a bidder's questionnaire, a bid must include a completed bidder's questionnaire on the forms provided. By submitting a bid, a bidder authorizes the District to verify any and all information provided on the bidder's questionnaire and agree to indemnify, defend and hold harmless the District and its officials, officers, employees, agents and volunteers to the fullest extent permitted by law from and against any claims, liability or causes of action, including, without limitation, legal fees and costs, arising out of verification of the information provided on the bidder's questionnaire, and/or arising out of use of information provided in the bidder's questionnaire to determine, in accordance with applicable law, the qualification of the bidder for performing the Project.

5. Withdrawal of Bids

5.1. Withdrawal of Bids Prior to Opening: Any bidder may withdraw its bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids. The bid security submitted with a bid so withdrawn will be returned to the bidder. A bidder that has withdrawn its bid in accordance with this provision may submit a new bid prior to the time set for bid opening in accordance with all applicable requirements in the bid package.

5.2. Withdrawal of Bids After Opening: No bidder shall withdraw its bid for a period of ninety (90) calendar days after the date set for the opening thereof.

5.3. Relief of Bidder Due to Clerical Error: A bidder may not be relieved of its bid unless by consent of the awarding authority nor shall any change be made in the bid because of a mistake except as provided in the California Public Contract Code Sections 5101 *et seq.*

6. Bonding Requirements

6.1. Adequacy of Surety: The surety or sureties on all bonds furnished must be satisfactory to TSD and all bonds, excluding the maintenance bond, shall be filed with TSD prior to commencing any work on the Project. Surety's assets must exceed its liabilities by at least the

amount of the bond. The bonding company or surety shall be a California admitted surety, complying with applicable law and acceptable to the District. All bonds shall be furnished by the bidder to whom the Contract has been awarded at its own cost and expense. All Project bonds must be executed using the forms provided in the Contract Documents.

6.2. Performance Bond: The successful bidder shall submit to the District a performance bond in the amount equal to one hundred percent (100%) of the contract price within ten (10) calendar days of receiving written notice of award.

6.3. Payment (Labor and Materials) Bond: The successful bidder shall submit to the District a payment bond in the amount equal to one hundred percent (100%) of the contract price within ten (10) calendar days of receiving written notice of award.

6.4. Maintenance (Warranty) Bond: Prior to issuance of the final Project payment, the successful bidder must submit a maintenance bond for ten percent (10%) of the Project cost. The maintenance bond must guaranty the Project against defects in materials, equipment, workmanship, or needed repair for one year from the District's acceptance of the Project.

6.5. Failure to Provide Bonds: If the successful bidder does not comply with this Section 6, TSD may award the contract to the next lowest qualified bidder or otherwise proceed as allowed by law.

7. Examination of Project Location and Contract Documents

7.1. Bidder shall thoroughly and carefully review the Contract Documents. Each bidder shall satisfy itself as to the character, quality and quantities of the Work to be performed, the materials to be furnished, and the requirements of the Contract Documents. Each bidder shall investigate existing site conditions, and shall, at once, report to TSD any error, inconsistency, or omission the bidder discovers or reasonably should discover.

7.2. Bidder may, prior to submitting a bid, visit the location of the proposed project, and become fully aware of the Work and of the conditions relating to construction and labor under which the Work will be or is to be performed, and examine the building(s), the facilities, the site and any work that may have been done thereon. Bidder shall fully inform itself of all conditions, in, at, and about the site, the building(s), facilities, and any work that may have been done thereon. It shall be the sole responsibility of each bidder, prior to submitting a bid, to conduct any additional examination, investigation, exploration, testing, study or other inquiry and to obtain any additional information pertaining to the physical conditions (including surface, subsurface, and underground utilities) at or near the Project site that may affect the cost, progress, or performance of the Project, and that the bidder deems are necessary to prepare its bid for performance of the Project in accordance with the Contract Documents. A bidder seeking any such additional examination or other inquiries or information concerning the Project will do so at the bidder's sole expense.

7.3. A bidder seeking to conduct any additional examination or other inquiry at the Project site must request site access from the District at least two (2) business days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of the District and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining District approval. The District may require a bidder to execute an access agreement prior to approving testing at the Project site. Once approved testing is complete, a bidder must fill all trenches or holes, restore all pavement to match existing structural section, and otherwise clean up and restore the test site to its pre-test condition.

7.4. Any drawings and specifications for the Work show conditions as they are believed to exist, but it is not to be inferred that all of the conditions actually exist as shown thereon, nor shall TSD, any of its officers, agents or employees be liable for any loss sustained by the bidder as a

result of any variance between conditions as shown on the Drawings and Technical Specifications and Plans, and actual conditions revealed during examination or progress of the Work.

7.5. Each bidder shall satisfy itself by personal examination of the location of the proposed Work, and by such other means as it may choose as to actual conditions and requirements and as to the accuracy of any quantities stated in the Contract Documents. Information derived from maps, Drawings, Technical Specifications, other Contract Documents, profiles, or drawings, or from any representative of TSD, shall not relieve the bidder of this responsibility, and the interpretation of data disclosed by any borings or other preliminary investigations is not guaranteed by TSD.

7.6. Where the District has made investigations of work site conditions including subsurface conditions in areas where Work is to be performed, or in other areas, that may constitute possible local material sources, a bidder may, upon request, inspect District records as to those investigations.

7.7. Where there has been prior construction by the District or other public agencies within the project limits, records of the prior construction that are currently in the District's possession and that have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders, upon request. Such records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.

7.8. When a log of test borings or other record of geotechnical data obtained by the District's investigation of surface and subsurface conditions is provided by the District, it is furnished for the bidder's information and its use shall be subject to this Section.

7.9. In some instances, information considered by the District to be of possible interest to bidders has been compiled as "Materials Information." The use of the "Materials Information" shall be subject to the conditions and limitations set forth in this Section.

7.10. When cross sections are not included with the Project Plans, but are available, a bidder may inspect the cross sections and obtain copies for the bidder's use, at the bidder's expense. When cross sections are included with the Project Plans, it is expressly understood and agreed that the cross sections do not constitute part of the Agreement, do not necessarily represent actual site conditions or show location, character, dimensions and details of Work to be performed, and are included in the Project Plans only for the convenience of bidders and their use is subject to the conditions and limitations set forth in this Section.

7.11. When contour maps were used in the design of the project, a bidder may inspect those maps, and if available, a bidder may obtain copies for its use.

7.12. The availability or use of information described in this Section is not to be construed in any way as a waiver of any of the provisions in this Section and a bidder is cautioned to make independent investigations and examinations as the bidder deems necessary to be satisfied as to conditions to be encountered in the performance of the Work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Technical Specifications and Plans.

7.13. The District assumes no responsibility for conclusions or interpretations made by a bidder based on the information or data made available by the District. The District does not assume responsibility for representation made by its officers or agents before the execution of the Agreement concerning surface or subsurface conditions, unless that representation is

expressly stated in the Contract Documents. No conclusions or interpretations made by a bidder from the information and data made available by the District will relieve a bidder from properly fulfilling the terms of the Contract Documents.

7.14. Quantities, including but not limited to, material or labor quantities, that are provided in the bid package concerning the Project are estimates only and are provided solely as a general indication of the Project scope. The District does not warrant that such quantity estimates provided in the bid package represent the actual quantities required to perform the Project in accordance with the contract documents. Such quantity estimates do not bind the District, and a bidder should not rely on them in preparing its bids. Each bidder is solely responsible for determining the quantities on which to base their bids in light of information contained in the Contract Documents, bidder investigation and analysis of the Project and the Project site, and any other analysis or expertise of the bidder concerning the Project.

7.15. The successful bidder must employ such methods and means regarding the work of any subcontractor or worker, and in carrying out its work as will not cause any interruption or interference with any other contractor, subcontractor or worker, it being specifically understood and agreed that TSD shall be in no way responsible for any loss or damage occurring as a result thereof.

7.16. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, nature and scope of work to be performed, and as to the requirements of the Contract Documents. The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of work held by TSD. The submission of a proposal shall be prima facie evidence that the bidder has made such an examination.

8. Contract Documents

8.1. The complete Agreement shall consist of the following identified documents herein referred to as the "**Contract Documents**": Notice Inviting Bids, Instructions to Bidders, Bidder's Checklist, Bid Schedule Form, Bid Bond Form, Designation of Subcontractors Form, Non-Collusion Declaration Form, Agreement, Workers' Compensation Insurance Certification, Performance Bond, Payment (Labor and Materials) Bond, Maintenance Bond, Escrow Agreement, General Conditions, Supplementary Conditions (if any), Technical Specifications and Plans (if any), any Addenda, and any Change Orders, Field Orders, and TSD's directives issued pursuant thereto. All of the Contract Documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in another shall be executed as if mentioned in all. The Contract Documents shall include all labor, materials, equipment, transportation, and services necessary for the proper execution of the work on the Project.

8.2. The form of Agreement that the successful bidder, as Contractor, will be required to execute and the form of bonds which it will be required to furnish are included in the Contract Documents and should be carefully examined by each bidder. The Agreement shall be executed in two (2) original counterparts.

9. Taxes

Bidder shall include in its bid any and all Federal, State and Local taxes of whatever nature in connection with material to be furnished to TSD. Absolutely no extras shall be allowed for such by TSD.

10. Substitution of "Or Equal" Items

10.1. If the Contract Documents list products by manufacturer's name, brand or model number, such information indicates the quality and utility of the items desired and does not restrict bidders to that manufacturer's name, brand or model number, unless the Contract Documents specify that the listed product is necessary to match others in use on a particular public improvement either completed or in the course of completion. Except where the Contract Documents indicate that a particular brand product is necessary to match others in use, when a manufacturer's name, brand or model number is listed, a bidder may construe the reference to be followed by the words "or equal" and may propose equals of products listed by manufacturer name, brand name or model number, as set forth herein.

10.2. A bidder must submit complete information for products proposed as equals to the District for review at least ten working days before the time specified for opening bids. To be considered, a bidder's information concerning products proposed as equals must include sufficient detail to permit the District to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. Proposals concerning products proposed as equals that are submitted later than ten working days before the time specified for opening bids will not be considered. Failure to bid products specified by manufacturer name, brand name or model number where the Contract Documents specify that a particular product is necessary to match others in use, or where no proposal concerning products proposed as equals has been submitted in accordance with this provision may render a bid non-responsive.

11. Labor Laws

11.1. Bidders must comply with applicable provisions of the California Labor Code.

11.2. Bids must include a workers' compensation insurance certification on the form included in the bid package.

11.3. In accordance with California Labor Code Sections 1770 et seq., not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Project is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all applicable workers engaged in performing the Project. Copies of the prevailing rate of per diem wages are on file at TSD's principal office and at the job site, and will be made available on request.

11.4. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

12. Subcontracting

12.1. Bids must be submitted in accordance with the requirements of the Subletting and Subcontracting Fair Practices, Act, California Public Contract Code Section 4100 et seq. and include a completed list of proposed subcontractors on the form included in the bid package. The completed list of proposed subcontractors must include the name, business location, California contractor license number, the portion (type or trade), and dollar amount of the Project work to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price. If the Project work includes construction of streets or highways, the completed list of proposed subcontractors must include the subcontractor name,

business location, California contractor license number, type of work and dollar amount to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price or ten thousand dollars (\$10,000), whichever is greater.

12.2. For any portion of the Project work with a value of more than one half of one percent of the total Project bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, a bidder is certifying by submitting its bid that it is qualified to perform that portion of the Project work and that it will perform that portion of the Project work with its own forces. A bidder may not substitute another subcontractor for a subcontractor listed in the bid except as permitted by the District in accordance with applicable law.

13. Bid Protest Procedures

13.1. Any protest of the proposed award of bid to the bidder deemed the lowest responsible bidder must be submitted in writing to TSD, no later than 4:00 pm of the second (2nd) business day following the date of the bid opening. If a bidder protests more than one bid, the bidder shall file a separate protest as to each bid being protested, complying with this Section.

13.2. The initial protest must contain a complete written statement of the basis for the protest. The protest must state the facts and refer to the specific portion of the document or the specific statute that form the basis for the protest. The protest must include the name, address, telephone number, and email address of the person representing the protesting party. The protest must be signed and submitted under penalty of perjury.

13.3. The protestor shall also submit a non-refundable fee of \$500.00 per protest via check made payable to TSD to reimburse its costs in reviewing and investigating the bid protest.

13.4. The protestor must concurrently transmit a copy of the initial protest to the bidder whose bid is being protested. Faxed or emailed copies are acceptable, with confirmation of receipt by the bidder whose bid is being protested.

13.5. The protestor must have actually submitted a bid on the Project or have been specifically excluded from filing a bid due to an action by TSD. A subcontractor of a party filing a bid on this Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

13.6. The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a claim pursuant to the California Government Code, challenging the award of contract pursuant to the California Public Contract Code, or other legal proceedings.

13.7. Failure to list the California contractor license number or a proposed subcontractor shall not be grounds for filing a bid protest or grounds for TSD considering a bid non-responsive if the contractor's license number is submitted to TSD by the prime contractor within 24 hours after the bid opening and provided the contractor's license number corresponds to the submitted name and location for that subcontractor.

13.8. TSD shall review the bid protest and shall issue its determination within a reasonable amount of time prior to bid award. TSD's General Manager has the authority to issue a final determination on all bid protests. TSD shall not be required to hold an administrative hearing to consider any protest.

14. Award of Bid

The District reserves the right to reject any and or all bids; or to waive any minor defects or irregularities in bidding in accordance with applicable law. The District, if it awards the bid, shall award the bid consistent with applicable law to the responsible bidder submitting the lowest responsive bid.

The successful bidder must submit to the District complete, executed copies of the Agreement, Performance Bond, Payment Bond, and insurance certificates and endorsements and all other documents specified in the Contract Checklist within ten (10) calendar days of TSD providing written Notice of Award of the Project, either by personal delivery or by depositing such notice in the mail. The bidder's security of any successful bidder that fails to do so will be forfeited to the District.

Upon verifying that the successful bidder has provided complete, executed copies of all documents specified in the Contract Checklist, an authorized District representative will execute the Project Agreement, and the District will issue to the successful bidder a notice to proceed specifying the Project commencement date. The number of days within which the Project must be completed begins to run on the Project commencement date.

PART II: BIDDING DOCUMENTS

F-1 BIDDER'S CHECKLIST

All items on the Bidder's Checklist must be initialed and dated for the Proposal to be considered complete. The District reserves the right to award a Contract in a manner and on the basis which will best serve the District, taking into consideration the information in the statement of Bidder's Experience/Qualifications and past work history with the District.

The Bidder's attention is especially called to the following forms which must be executed in full as required:

F-2 Bid Form

Filled in and signed by the Bidder.

Initial: _____ Date: _____

F-3 Bid Schedule Form

Unit and total costs shown in the space provided for each item. Total bid price shown in the space provided.

Initial: _____ Date: _____

F-4 Bid Guarantee / Bid Bond Form

Bid Guarantee in the form of a bond, cash, certified check or cashier's check. If submitting a bond, the bond must be executed by the Bidder and the surety company. Bond (Bid Guarantee) must be not less than ten percent (10%) of the total amount bid and may be shown in dollars or on a percentage basis.

Initial: _____ Date: _____

F-5 Non-Collusion Declaration Form

Non-Collusion Declaration filled out, signed, and submitted with the bid proposal.

Initial: _____ Date: _____

F-6 Experience/Qualifications Form

Bidder's Experience/Qualifications statement filled out, signed, and submitted with the bid proposal.

Initial: _____ Date: _____

F-7 Designation of Subcontractors

Designation of Subcontractors filled out and submitted with the bid proposal.

Initial: _____ Date: _____

F-2 BID FORM

TO: TRUCKEE SANITARY DISTRICT, a sanitary district, ("TSD" or "District")

1. **Total Bid Amount** Pursuant to and in compliance with the Notice Inviting Bids, Instructions to Bidders and other Contract Documents with regard to:

TSD Manhole Rehabilitation 2021 Project

The undersigned bidder, having carefully examined the Project site and/or having had an opportunity to do so, and thus to become thoroughly familiar with the general and local conditions affecting the performance and costs of the Project, the character, quality and quantity of work to be performed and materials to be furnished and the terms and conditions of the Contract Documents, hereby proposes and agrees to fully perform the Work, as described, within the stated time, in strict accordance with the Contract Documents (including without limitation the furnishing of any and all tools, equipment, apparatus, facilities, labor, materials, transportation and utility services and incidentals necessary to fully perform the Work and complete it in a workmanlike manner) for the total sum indicated in Bid Schedule Form (F-3) attached hereto.

2. **Open Bid** It is understood that the TSD reserves the right to reject this bid, as well as to waive any irregularities, consistent with applicable law. The undersigned agrees that this bid shall remain open and not be withdrawn for a period of ninety (90) calendar days from the date prescribed for its opening.
3. **Designation of Subcontractors** Attached hereto (Form F-7), in compliance with Public Contract Code Sections 4100 et seq., is bidder's completed Designation of Subcontractors form.
4. **Non-Collusion Declaration** Attached hereto (Form F-5), in compliance with Public Contract Code Section 7106, is a Non-Collusion Declaration form.
5. **Execution of Agreement; Commencement of Work** It is understood and agreed that if a Notice of Award is mailed or delivered to the undersigned bidder within ninety (90) calendar days after the opening of bids, or at any time thereafter before the bid is withdrawn, the undersigned bidder will execute and deliver the Agreement to TSD, together with the insurance documents specified in the Contract Documents, the Performance Bond, Payment (Labor and Materials) Bond, and Maintenance Bond, all within ten (10) calendar days after TSD's personal delivery or deposit in the mail, as the case may be, of the Notice of Award. The undersigned bidder further agrees that the Work shall be commenced by the undersigned bidder on the date of the TSD's Notice to Proceed, and shall be completed within the stated Time of Completion.
6. **Bid Guarantee** Accompanying this bid is _____ (*insert words "cash", "certified check", "cashier's check" or "bidder's bond", as the case may be*) in an amount not less than ten percent (10%) of the bid. Such security shall be forfeited, paid to or retained by TSD as liquidated damages should the bidder to whom the contract is awarded fail to execute the Agreement and all required insurance documents, bonds and other required forms as required under the Contract Documents (for Bid Bond see Form F-2).

7. **License** The undersigned is required to provide the information set forth below regarding its license. Failure of the undersigned to be properly licensed upon submission of a bid shall cause the undersigned to be disqualified and the bid rejected. California Business and Professions Code Section 7028.15 provides that a licensed contractor shall not submit a bid to a public District unless its contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the District.

8. Contractor's License Number: _____
License Expiration Date: _____
Contractor's State License Classification: _____

The name on bidder's State Contractor License must be identical to the bidder's name.

9. **Interested Persons** The names of all persons interested in the bidder as principals, whether as shareholder, member, partner, and proprietor or otherwise, are:

_____	_____
_____	_____
_____	_____
_____	_____

10. **Address** The Notice of Award or any request for additional information may be addressed to the undersigned bidder at the business address set forth below.

11. **Inconsistencies** Wherever in this bid an amount is stated in both words and figures, in case of a discrepancy between words and figures, the words shall prevail; if all or any portion of the bid is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

12. **Receipt of Addenda** The undersigned acknowledges receipt of the following addenda and certifies that all such addenda are included in its proposal:

13. **Acknowledgement of Other Conditions of Approval** [None at this time]

Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed by one of the members of the partnership, or by an authorized representative, followed by the signature and

designation of the person signing. Bids by a corporation or LLC must be signed with the legal name of the corporation or LLC, followed by the name of the state of incorporation or organization and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the person signing on behalf of a corporation or LLC shall be furnished.

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

BIDDER'S PHONE NUMBER: _____

BIDDER'S FAX NUMBER: _____

BIDDER'S EMAIL ADDRESS: _____

The undersigned bidder declares under penalty of perjury under the laws of the State of California that all representations made in this Bid Form are true and correct.

Dated this _____ day of _____, 2021.

By: _____
(Signature)

Print Name: _____

Title: _____

Bidder's Name: _____

(if second signature needed:) By: _____
(Signature)

Print Name: _____

Title: _____

Bidder's Name: _____

Check one: ☐ Corporation
 ☐ Limited Liability Company
 ☐ Partnership
 ☐ Individual

NOTE: If bidder is a corporation or LLC, the legal name of the corporation or LLC must be set forth above, together with the signature of an officer or manager authorized to sign contracts on behalf of the corporation or LLC; if bidder is a partnership, the true name of the partnership must be set forth above, together with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if bidder is an individual, his or her signature must be set forth above.

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary or _____ (Officer) of the Corporation named as the bidder in the foregoing bid; that who signed the bid on behalf of the bidder was then _____ of the Corporation; that the bid was duly signed for and on behalf of the Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Signature: _____

Print Name: _____
Secretary or _____ (Other Officer)

F-3 BID SCHEDULE FORM

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost (in figures)	Total Cost (in figures)
1	Mobilization	1	LS		
2	Pre-installation cleaning	1	LS		
3	Rehabilitate manhole CT03-A12	1	LS		
4	Rehabilitate manhole DL06-P03	1	LS		
5	Rehabilitate manhole DL07-J05	1	LS		
6	Rehabilitate manhole GD01-C02	1	LS		
7	Rehabilitate manhole GD01-C03	1	LS		
8	Rehabilitate manhole GD17-D01	1	LS		
9	Rehabilitate manhole GD18-A08	1	LS		
10	Rehabilitate manhole GD18-B15	1	LS		
11	Rehabilitate manhole GD18-K01	1	LS		
12	Traffic control	1	LS		
Base Bid Total (in figures):		\$			
Base Bid Total (in words):					

Initial: _____

Date: _____

F-4 BID BOND FORM

BID BOND

KNOW ALL BY THESE PRESENTS:

WHEREAS, we _____, as Principal, have submitted a bid to Truckee Sanitary District ("TSD") for certain Work for which bids are to be opened at TSD's office, 12304 Joerger Drive, Truckee CA on Wednesday, May 5, 2021, which Work is generally described as follows:

**Truckee Sanitary District
Manhole Rehabilitation 2021 Project**

NOW THEREFORE, we, as Principal, and _____, as Surety, are held and firmly bound unto TSD, in the sum of ten percent (10%) of the bid of the Principal, submitted by the Principal to TSD for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of

_____ (\$_____).

The condition of this obligation is such that if the bid is rejected or if within the period specified therefor, or, if no period be specified, within ten (10) calendar days after the prescribed Agreement is presented to the Principal for signature, the Principal (i) enters into a written Agreement with TSD, in the prescribed form and in accordance with the Contract Documents; (ii) files two bonds with TSD, one to guarantee faithful performance and the other to guarantee payment for labor and materials, in accordance with the Contract Documents and as required by law, and, if required, a third bond for maintenance; and (iii) files the required insurance certificates and endorsements in accordance with the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that no bid errors, change, extension of time, alteration or addition to the terms of the contract, or to the Work to be performed thereunder or the specifications accompanying the same, shall in any manner affect its obligations under this bond, and it does hereby waive notice of any such error, change, extension of time, alteration or addition to the terms of THE contract or the call for bids, or to the Work, or to the specifications.

As part of the obligation served hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including without limitation reasonable attorney's fees, incurred by TSD in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on this ____ day of _____, 2021. The name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

Company Name:_____

Address:_____

Phone No.:_____

(Seal)

By:_____

Print Name:_____

Title:_____

SURETY:

Name:_____

Address:_____

Phone No.:_____

By:_____

Attorney-in-fact

Print Name:_____

NOTE: This bond must be executed by both parties, and, in the case of a corporation, with the corporate seal affixed. **All signatures must be acknowledged before a notary public.** Attach notary acknowledgments.

F-5 NON-COLLUSION DECLARATION FORM

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
(Title) (Company)

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. The bidder 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 _____, 2021, at _____, California.

Signature of Bidder

F-6 EXPERIENCE/QUALIFICATIONS FORM

EXPERIENCE/QUALIFICATIONS STATEMENT

In order to be considered in the bid evaluation process, the Contractor shall have rehabilitated a minimum of 200 manholes using the specific manhole rehabilitation method proposed for this project. The job supervisor shall have a minimum of three years of experience in performing the type of work specified and have rehabilitated a minimum of 50 manholes. The personnel performing rehabilitated work shall have successfully performed the type of work specified on five verifiable projects.

The Contractor shall provide the District with information regarding previous manhole rehabilitation projects at time of bid. This information shall include a description of the method of rehabilitation proposed for this project, total number of manholes rehabilitated, materials used, and current contact information of the owner to whom the service was provided.

The Bidder has been engaged in the contracting business, under the present business name for _____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.

The Bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:_____.

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Client/Project Name	Rehabilitation Method*	Product Used*	Number of Manholes Rehabilitated	Client Contact Info

* Shall be the rehabilitation method and product proposed for this project.

Contractor's Name (Printed): _____

Bidder's Signature: _____

Bidder's Name (Printed): _____

Bidder's Title: _____

Date: _____

F-7 DESIGNATION OF SUBCONTRACTORS FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Public Contract Code, Sections 4100 *et seq.*, the undersigned bidder has set forth below the following:

- (a) The name, location of the place of business and California contractor license number of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the Work to be performed under the contract, or a subcontractor licensed by the State of California who, under subcontract to the undersigned, will specially fabricate and install a portion of the Work according to detailed drawings contained in the Drawings and Technical Specifications, in an amount in excess of one-half of one percent of the undersigned's total bid; and
- (b) The portion of the Work which will be done by each subcontractor referenced in subsection (a) above. The undersigned shall list only one subcontractor for each such portion.

The bidder shall also list the estimated dollar amount of the work to be performed by each subcontractor but failure to do so shall not automatically render the bid non-responsive.

The Contractor, within 24 hours of receipt of the Notice of Award, is to provide the following supplemental information for all subcontractors listed: complete business address, telephone number, classification number, percent and dollar amount of work.

NOTE: The undersigned understands that if it fails to specify a subcontractor in excess of one-half of one percent (1/2%) of the undersigned's total bid, the undersigned shall, in accordance with Public Contract Code Section 4106, be deemed to have agreed to perform that portion itself, and agreed that it is fully qualified to perform such portion itself. If, after award of the contract, the undersigned subcontracts any such portion of the Work hereunder in violation of Public Contract Code Sections 4107 or 4109, the undersigned shall be subject to penalties as set forth in Public Contract Code Section 4111.

LIST OF PROPOSED SUBCONTRACTORS

Portion/Type of Work	Name of Subcontractor	Location of Subcontractor	California License Number	Estimated dollar amount of work

Bidder's Signature: _____ Date: _____

PART III: CONTRACT DOCUMENTS

AGREEMENT

This contract ("Contract" or "Agreement") is entered into this _____ day of _____, 2021, by and between the Truckee Sanitary District, a sanitary district organized and existing under the laws of the State of California (hereinafter referred to as "TSD") and _____, a **[California Corporation / Limited Liability Company / General Partnership / Limited Partnership / Individual]** with offices located at _____, (hereinafter referred to as "Contractor"), collectively referred to as the "Parties"),

WHEREAS, TSD intends to have constructed the Manhole Rehabilitation 2021 Project ("Project"), and the work required by this Contract is an integral part of this Project, and

WHEREAS, on _____, at its regularly scheduled meeting, the TSD Board of Directors has approved and authorized this Project by Resolution No. _____ and

WHEREAS, both Parties have a desire to perform the work described herein;

NOW THEREFORE, IT IS AGREED THAT:

SECTION 1. SCOPE OF WORK

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, materials, transportation and utility services and incidentals necessary to fully perform and complete, in a good workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and in strict accordance with the Contract Documents (as defined below), including without limitation the drawings and technical specifications and plans included therein, the Work of:

Truckee Sanitary District Manhole Rehabilitation 2021 Project

It is understood and agreed that such tools, equipment, apparatus, facilities, labor, materials, transportation and utility services and incidentals shall be furnished, and the Work performed and completed, in accordance with the contract documents and subject to the approval of TSD and TSD's duly authorized representatives.

SECTION 2. TIME OF COMPLETION; LIQUIDATED DAMAGES

The time of completion of the work to be performed hereunder is of the essence for this Contract. Delays and extensions of time may be allowed in accordance with the provisions of the General Conditions. All work is to be completed **by November 1, 2021**.

This Contract is being awarded in reliance upon the completion date set forth in the Contract Documents and the dates established by schedules set forth and released by TSD. TSD will hold the Contractor responsible and accountable for all damages suffered by TSD as a consequence of the Contractor's failure to meet the schedule dates, or to complete the work at the time specified, except for such excusable delays as listed in the Contract Documents.

It is agreed by the parties to this Agreement that in the case in which portion of the work called for under Contract Documents are not completed within the times specified, damages will be sustained by TSD, and it is and will be impractical and extremely difficult to ascertain the actual damages which TSD will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor shall pay to TSD the sums stipulated for delays in finishing the work beyond the times of completion specified; and the Contractor agrees to pay these liquidated damages, and further agrees that TSD may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract Documents. If such moneys are insufficient, the Contractor or its surety or sureties shall pay to TSD any deficiency within thirty (30) days of invoice submittal by TSD.

Liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day of delay shall be imposed on Contractor.

SECTION 3. CONTRACT PRICE

TSD will pay Contractor in current funds as full consideration for the full and complete performance of this Agreement the sum of:

_____ (\$ _____), being Contractor's bid amount, subject to subsequent contract change order(s), for furnishing all materials and for doing all the Work contemplated under this Agreement; for all loss or damages arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work, until the Work is accepted by the TSD; for all expenses incurred by or in consequences of the suspension or discontinuance of the Work; and for well and faithfully completing the Work, the whole thereof, in the manner and in accordance with the Contract Documents therefore and the requirements of TSD under them.

SECTION 4. BONDS

Prior to execution of this Agreement, Contractor shall obtain a one hundred percent (100%) Performance Bond, a one hundred percent (100%) Payment (Labor and Materials) Bond, and a ten percent (10%) Maintenance Bond each in the form included in the Contract Documents.

SECTION 5. INSURANCE

Before beginning any work under this Contract, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below against claims that may arise from or in connection with the performance of the work hereunder by Contractor and its agents, representatives, employees, and subcontractors. Contractor shall maintain the insurance policies required by this section throughout the term of this Contract. The cost of such insurance shall be included in the Contractor's price. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to TSD. Verification of the required insurance shall be submitted and made part of this Contract prior to execution. The existence of insurance shall not relieve or decrease the liability of Contractor under the Contract Documents.

5.1. Workers' Compensation Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of TSD. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against TSD and its officers, officials, employees, and volunteers for loss arising from work performed under this Contract. A Waiver of Subrogation endorsement in favor of Contractor, Prime Contractor and Owner shall be attached providing coverage at least as broad as an unmodified NCCI WC 00 03 13 endorsement, "Waiver of Our Right to Recover from Others." If Contractor leases employees through an employment management, professional employer organization, or other such company evidence of insurance must be

provided through an Alternate Employer/Leased Employee endorsement naming Contractor on the employment company's workers' comp policy.

5.2. Commercial General Liability Insurance

- 5.2.1. General requirements** Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Contract in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000.00), per occurrence, combined single limit coverage for risks associated with the work contemplated by this Contract. If a Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily injury, personal injury, including death resulting therefrom, completed operations and products liability; broad form property damage liability; coverage for the XCU hazards of explosion, collapse, and underground, and contractual liability as to the obligations assumed by the Contractor under the Contract Documents.
- 5.2.2. Minimum scope of coverage** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 12 04 covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement shall be attached limiting the coverage.

5.3 Automobile Liability Insurance

- 5.3.1. General requirements** Contractor, at its own cost and expense, shall maintain automobile liability insurance for the term of this Contract in an amount not less than two million dollars (\$2,000,000.00), per occurrence, combined single limit coverage for risks associated with the work contemplated by this Contract. If an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.
- 5.3.2. Minimum scope of coverage** Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (current edition) symbol 1. No endorsement shall be attached limiting the coverage.

5.4 All Policies Requirements

- 5.4.1. Acceptability of Insurers** All insurance required by this section is to be placed with insurers with a Best's rating of no less than A:VII.
- 5.4.2. Verification of Coverage** Prior to beginning any work under this Contract, Contractor shall furnish TSD with endorsements (as to insurance referenced in Sections 5.2, 5.3 and 5.5) and certificates, with complete certified copies of all policies (if requested by TSD), evidencing to TSD's reasonable satisfaction, compliance with Section 5 herein. All endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.
- 5.4.3. Notice of Reduction in or Cancellation of Coverage** Contractor shall provide at least thirty (30) days prior written notice of any material changes to the insurance specified herein, including suspension, cancellation, termination, limitation, reduction in scope or amount. TSD's receipt of such notice shall not constitute TSD's acceptance of such material change.

- 5.4.4. Additional Insured; Primary Insurance** An endorsement at least as broad as the unmodified Insurance Services Office form number CG 2010 11 85 shall be attached to policies referenced in Sections 5.2, 5.3 and 5.5, stating that TSD and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to such policies. The coverage shall contain no special limitations on the scope of protection afforded to TSD or its officers, employees, agents, or volunteers.

Each endorsement shall state that coverage is primary insurance with respect to TSD and its officers, officials, employees, agents and volunteers, and that no insurance or self-insurance maintained by TSD shall be called upon to contribute to a loss under the coverage.

- 5.4.5. Deductibles and Self-Insured Retentions** Contractor shall disclose to and obtain the approval of TSD for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Contract.

During the period covered by this Contract, only upon the prior express written authorization of TSD, Contractor may increase such deductibles or self-insured retentions with respect to TSD, its officers, employees, agents, and volunteers. TSD may condition approval of an increase in deductible or self-insured retention levels with a requirement that Contractor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 5.4.6. Subcontractors** Contractor shall require all lower tier subcontractors, vendors and suppliers to carry and maintain the insurance required in this agreement. Subcontractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 5.4.7. Variation** TSD may approve a variation in writing in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that TSD's interests are otherwise fully protected.

- 5.4.8. Reporting** The endorsements shall also specify that any failure or delay to comply with reporting or other provisions of the policies shall not affect coverage provided to TSD, its officers, officials, employees, agents or volunteers.

- 5.4.9. Occurrence-basis for Coverage** The endorsements shall also specify that coverage is on an occurrence or an accident basis, and not on a claims-made basis.

5.5 Remedies In addition to any other remedies TSD may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, TSD may, at its sole option exercise any of the following remedies, which are alternatives to other remedies TSD may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract;
- Order Contractor to stop work under this Contract or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Contract.

SECTION 6. INDEPENDENT CONTRACTOR

6.1. Independent Contractor At all times during the term of this Contract, Contractor shall be an independent contractor and shall not be an employee of TSD. TSD shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Notwithstanding any other agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Contract shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by TSD, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of TSD and entitlement to any contribution to be paid by TSD for employer contributions and/or employee contributions for PERS benefits.

6.2. Contractor No Agent Except as TSD may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of TSD in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind TSD to any obligation whatsoever.

SECTION 7. REGISTRATION

During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors, who are subject to Public Contract Code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5

SECTION 8. LAW, VENUE, AND CONFLICTS OF INTEREST

8.1. This Agreement has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the provisions of the Contract Documents, including this Agreement, shall be determined and governed by the laws of the State of California, without regard to the choice of law doctrine.

8.2. The duties and obligations of the parties created hereunder are performable in Placer County and in that County where the TSD Project is located. Either Nevada County or the County where the Project Facility is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

8.3. Contractor may serve other clients, but none whose activities within the corporate limits of TSD or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

8.4. Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of TSD. If Contractor was an employee, agent, appointee, or official of TSD in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Contract. Contractor understands that, if this Contract is made in violation of Government Code §1090 *et seq.*, the entire Contract is void and Contractor will not be entitled to any compensation for services performed pursuant to this Contract, including reimbursement of expenses, and Contractor will be required to reimburse TSD for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

8.5. Contractor shall not employ any TSD official in the work performed pursuant to this Contract. No officer or employee of TSD shall have any financial interest in this Contract that would violate California Government Code Sections 1090 *et seq.*

SECTION 9. CHANGE ORDERS

It is agreed that the Project Manager is the sole person authorized to execute change orders necessary to the prosecution of the Work, unless TSD otherwise notifies Contractor in writing.

SECTION 10. EXTRA WORK

Contractor hereby agrees that it will not proceed with any extra work unless it has been authorized in writing to do so by the Project Manager prior to the commencement of such extra work.

SECTION 11. DISPUTES

11.1. All questions of fact, and any and all disputes with references thereto, arising out of the performance of this Contract, or changes therein, or extra work in connection therewith, shall be submitted in writing to TSD. TSD will then make the final decision, which when made in writing shall be final and conclusive on the parties hereto.

11.2. Prior to initiating litigation in a court of competent jurisdiction, both Contractor and TSD shall undergo alternative dispute procedures as outlined in California Public Contract Code Sections 20104, *et seq.* The parties also expressly agree that the Alternative Dispute Resolution procedures outlined in Public Contract Code Sections 20104, *et seq.* shall apply to all claims, including those that exceed \$375,000, and that such procedures are incorporated as though fully set forth in this Contract.

SECTION 12. PREVAILING WAGES

In accordance with California Labor Code Section 1771, 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 to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, TSD has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the District and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold TSD harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

SECTION 13. GUARANTEE OF WORK

Contractor hereby agrees that it will post a Maintenance Bond in the form included in the Contract Documents after final inspection by TSD and completion of required corrections and/or repairs. Such Maintenance Bond shall guarantee Contractor's work for the period of one year after the date of recording of TSD's Notice of Completion of the Work.

SECTION 14. RELEASE

Upon payment of undisputed amounts under this Agreement and if requested by TSD, Contractor shall execute a Release in the form provided by TSD. Such Release shall not apply to disputed contract claims in amounts specifically excluded by Contractor from the operation of the Release.

SECTION 15. BINDING AGREEMENT; ASSIGNMENT

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract Documents shall inure to the benefit of and shall be binding upon the Contractor and TSD and their respective successors and permitted assigns.

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of all sureties on all bonds required by this agreement, including but not limited to the Payment Bond, and TSD.

SECTION 16. CONTRACT DOCUMENTS

The full, complete and exclusive contract between the parties hereto shall consist of the following identified documents (the "**Contract Documents**"): Notice Inviting Bids, Instructions to Bidders, Bidder's Check List, Bid Form, Bid Bond, Designation of Subcontractors, Non-Collusion Declaration, Agreement, Workers' Compensation Insurance Certification, Performance Bond, Payment (Labor and Materials) Bond, Maintenance Bond, Escrow Agreement for Security Deposits in Lieu of Retention, General Conditions, Supplementary Conditions, and Technical Specifications and Plans, if any, any Addenda, and any Change Orders, Field Orders, or TSD's directives issued pursuant to and in accordance with this Agreement.

SECTION 17. INDEMNIFICATION AND ATTORNEY'S FEES

Contractor shall at its own cost, defend, hold harmless, and indemnify TSD, officials, officers, agents, directors, employees, and successors in interest ("Indemnitees") from and against any and all liability, damages, losses, claims, demands, actions, costs including attorney's fees and expenses ("Liabilities"), on account of injury to or death of persons or damage to any property (including property of TSD) or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Contractor of this Agreement, and Contractor will reimburse Indemnitees for all Liabilities incurred by Indemnitees in consequence of any claims, demands, and causes of action which may be brought against Indemnitees arising out of the performance by the Contractor of this Agreement. However, notwithstanding, nothing in this section or the Contract Documents generally shall be construed to require the Contractor to indemnify the Indemnitees for their sole negligence, willful misconduct, or for defects in design furnished by Indemnitees. This section and the Contract Documents shall be construed consistent with Civil Code section 2782 so as to provide the maximum indemnification permitted by applicable law to Indemnitees.

This indemnification shall be in addition to any other indemnification provisions contained in the Contract Documents.

SECTION 18. NO IMPLIED WAIVER OF BREACH

The waiver of any breach of a specific provision of this Contract does not constitute a waiver of any other breach of that term or any other term of this Contract.

SECTION 19. SUCCESSORS AND ASSIGNS

The provisions of this Contract shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

SECTION 20. USE OF RECYCLED PRODUCTS

Contractor shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

SECTION 21. NONDISCRIMINATION AND EQUAL OPPORTUNITY

Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Contract. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Contract, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the immediately foregoing paragraph, verbatim, of this Subsection in any subcontract approved by the Contract Administrator or this Contract.

TSD

Manhole Rehabilitation 2021 Project Contract Documents

Contractor shall indemnify, defend, and hold harmless TSD with respect to any alleged violation of this Section.

SECTION 22. ENTIRE AGREEMENT

The Contract Documents constitute the entire Agreement between the parties, and supersede any prior agreement between the parties, oral or written, including TSD's award of the contract to Contractor, unless such agreement is expressly incorporated herein. TSD makes no representations or warranties, express or implied, not specified in the Contract Documents.

SECTION 23. EXECUTION OF OTHER DOCUMENTS

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract Documents.

SECTION 24. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

SECTION 25. SEVERABILITY

If any provision of the Contract Documents shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 26. AMENDMENTS

The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SECTION 27. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm, to an officer or director of the corporation, or to a manager of the LLC for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party who gives the notice.

Any written notice to Contractor shall be sent to:

[INSERT CONTRACTOR ADDRESS AND CONTACT INFORMATION]

Any written notice to TSD shall be sent to:

Truckee Sanitary District
Attn: General Manager
12304 Joerger Drive
Truckee, CA 96161

SECTION 28. TERMINATION OF AGREEMENT

TSD may terminate the Agreement as provided in the Contract Documents. The Contractor shall receive payment for all work performed to the date of termination in accordance with the provisions of the Contract Document.

SECTION 29. MONITORING

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

IN WITNESS WHEREOF, the Truckee Sanitary District has authorized the execution of this Agreement by its General Manager has caused this Agreement to be duly executed.

TRUCKEE SANITARY DISTRICT

ATTEST

By _____
BLAKE TRESAN, General Manager

By _____
BOARD SECRETARY

Date: _____

CONTRACTOR:

(Name - Type or Print)

By _____
Signature (if a partnership, all partners must sign)

Official Title

Business Address

License No./Classification/Expiration Date

WORKERS' COMPENSATION INSURANCE CERTIFICATION

By submitting its bid the bidder certifies as follows:

I am aware of the provisions of California Labor Code Section 3700, which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and I will comply with such provisions before commencing performance of the work of this Contract.

Title: _____ Date: _____

Signature: _____

PERFORMANCE BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL BY THESE PRESENTS:

WHEREAS the Truckee Sanitary District (designated as the "District") has awarded to _____ (designated as the "PRINCIPAL") a contract for the _____ Project, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, PRINCIPAL is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, WE, the PRINCIPAL and _____ as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the District (designated as "OBLIGEE"), in the penal sum of _____ dollars (\$ _____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, and administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above bound PRINCIPAL, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on his or her or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall defend, indemnify and save harmless the OBLIGEE, its officials, officers, employees, volunteers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications or the plans accompanying the same or to any other part of the contract documents, as defined therein, shall in any way affect the SURETY's obligation on this bond, and the SURETY does hereby waive notice of any such change, extension of time, alteration or addition.

And the SURETY, for value received, hereby stipulates and agrees that upon termination of the Contract for cause, the OBLIGEE reserves the right to refuse tender of the PRINCIPAL by the SURETY to complete the Contract work.

N WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 2021 the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal) PRINCIPAL _____

By _____

(Acknowledgment) Title _____

(Corporate Seal)

SURETY _____

By _____
(Attorneys-in-fact)

(Acknowledgment) Title _____

PAYMENT (LABOR AND MATERIALS) BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL BY THESE PRESENTS:

WHEREAS the Truckee Sanitary District (designated as the "District") has awarded to _____ (designated as the "PRINCIPAL") a contract for the _____ Project, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, pursuant to California Civil Code Section 9550, the PRINCIPAL is required, before entering upon the performance of the Contract, to file a payment bond with and have such bond approved by the officer or public entity by whom the Contract is awarded; and

WHEREAS, pursuant to California Civil Code Section 9554, such payment bond must be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the Contract, and must satisfy the other requirements specified in that section; and

WHEREAS, the PRINCIPAL is required in accordance with the Contract to furnish a payment bond in connection with the Contract to secure payment of claims of laborers, mechanics and materialmen employed on work under the Contract in accordance with applicable law;

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the PRINCIPAL and the undersigned _____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California are held and firmly bound unto all laborers, material men, and all other persons named in California Civil Code Section 9100 in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than one hundred percent of the total amount payable by the terms of the Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL or any of the PRINCIPAL's subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any persons named in California Civil Code Section 9100, or fail to pay for any labor, materials, provisions, provender, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or fail to pay amounts due under the Unemployment Insurance Code with respect to such work or labor, or fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL or any subcontractors of the PRINCIPAL pursuant to

Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the SURETY will pay for the same in an amount not exceeding the amount herein above set forth, and also, in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court; otherwise this obligation shall be void.

It is hereby expressly stipulated and agreed by the Surety, for value received, that this bond shall inure to the benefit of any and all of the persons named in Section 9100 of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

It is hereby further expressly stipulated and agreed by the Surety, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or the specifications or drawings accompanying the same or to any other part of the Contract Documents, as defined therein, shall in any manner affect the obligations of the SURETY on this bond, and SURETY does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal)

PRINCIPAL _____

By _____

(Acknowledgment)

Title _____

(Corporate Seal)

SURETY _____

By _____

(Attorneys-in-fact)

(Acknowledgment)

Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

MAINTENANCE BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL BY THESE PRESENTS:

WHEREAS the Truckee Sanitary District has awarded to _____
_____ (designated as the "PRINCIPAL") a contract for the
_____ Project, which contract and all of the contract documents as defined therein
(designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned _____
_____, as surety (designated as "SURETY"), an admitted surety insurer
authorized to do business in the State of California, are held and firmly bound unto the Truckee Sanitary
District, (designated as the "OBLIGEE"), in the penal sum of _____
_____ Dollars (\$_____), lawful money of the United States, being a
sum not less than ten percent (10%) of the final Contract price, for the payment of which sum well and
truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly
and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1)
year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving
written notice of a need for repairs which are directly attributable to defective materials or workmanship,
shall diligently take the necessary steps to correct such defects within seven (7) days from the date of
such notice, then this obligation shall be null and void as to that particular notice; otherwise it shall remain
in full force and effect. This bond, however, shall continue in effect for the full one year period specified
herein.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by
the Court, shall be and become a part of OBLIGEE's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the
OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this _____ day of _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL _____

By _____

(Acknowledgment)

Title _____

(Corporate Seal)

SURETY _____

By _____
(Attorneys-in-fact)

(Acknowledgment)

Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the Truckee Sanitary District, whose address is 12304 Joerger Drive, Truckee, CA 96161, hereinafter called "District," and

_____, whose address is _____,
_____, hereinafter called
"Contractor," and _____, whose address is _____,
_____, hereinafter called "Escrow Agent"

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

1. Pursuant to Section 22200 of the 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 District pursuant to the Construction Contract entered into between the District and Contractor for the project entitled _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the District shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the District within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the District and Contractor. Securities shall be held in the name of _____ and shall designate the Contractor as the beneficial owner.
2. The District shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the District makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investments of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the District pays the 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 the District. These expenses and payment terms shall be determined by the District, Contractor and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the District.
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 District to the Escrow Agent that District consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The District shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven day's written notice to the Escrow Agent from the District of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the District.
8. Upon receipt of written notification from the District certifying that the Contract is final and complete, and that the 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 monies and securities on deposit and payments of fees and charges.

TSD

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9. Escrow Agent shall rely on the written notifications from the District and the Contractor pursuant to this agreement and the District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On behalf of District:

Title: _____

Name: _____

On behalf of Escrow Agent:

Title

Name

Signature

Address

On Behalf of Contractor:

Title: _____

Name: _____

At the time the Escrow Account is opened, the District and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

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

District:

Contractor:

Title

Name

Signature

Address

Title

Name

Signature

Address

GENERAL CONDITIONS

1.00 DEFINITIONS

Whenever used in the General Conditions or in other parts of the Contract Documents, the following terms will have these meanings.

1.01 Bid - The written offer of a Bidder, executed pursuant to the Bidding Documents, to perform the Work covered by the Contract for a specific price.

1.02 Construction Manager - Construction Manager or Project Manager are interchangeable and shall mean the designated site representative of TSD.

The Construction Manager is authorized and empowered to decide matters relating to the interpretation of the Contract Documents and the execution and progress of the Work. The authority so granted does not include unilateral decisions by the Construction Manager to expend additional sums of money, i.e., Change Orders, etc.

The Construction Manager's decision on such matters shall be final and binding upon the Contractor and TSD, until and unless reversed or modified by procedures otherwise specified herein.

1.03 Contract Time - Construction Days stated in the Contract, or established by a definite date for completion of the Work.

1.04 Contractor - The individual, firm joint-venture, partnership, or corporation, and such heirs, executors, administrators, successors, and assigns, or their lawful agent under Performance Bond, constituting one of the principals to the Contract and undertaken to perform the Work herein specified.

1.05 Date of Acceptance - The date certified in writing by TSD when all requirements of the Contract Documents have been met.

1.06 Date of Completion - The date certified in writing by TSD when the Work has been satisfactory completed in accordance with the Contract Documents.

1.07 Day - A calendar day of twenty-four hours duration starting 12:01 a.m. and finishing at midnight, including Saturdays, Sundays, and Holidays.

1.08 Jobsite - The areas in and around the Work designated by TSD for operations by the Contractor.

1.09 Liquidated Damages - The amount prescribed in the Contract Documents to be paid to TSD, or to be deducted from any payments due or to become due the Contractor, for each calendar day or other specified time of delay in completing the whole or any specified portion of the Work beyond the Contract Time allowed in the Contract; such compensation shall not be construed as a penalty.

1.10 Notice of Award - The Written Notice from TSD to the successful bidder signifying TSD's acceptance of the bid.

1.11 Notice to Proceed - The written notice from TSD to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract Time begins.

1.12 Proposal - The forms on which the written offer of the bidder is made.

1.13 Specifications - Those portions of the Contract Documents which consist of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work.

1.14 Work - The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the project and the carrying out of all the duties and obligations imposed by the Contract.

2.00 SITE CONDITIONS

2.01 The Contractor is advised to keep itself fully apprised throughout the performance of the contract of existing conditions at the site, including the status and progress of other work thereat, which may affect the performance of this contract. The Contractor shall verify all necessary measurements and elevations in the field.

3.00 COORDINATION WITH TSD OPERATIONS

3.01 TSD retains the right of access to and use of areas adjacent to the Work for its own and other contractors' purposes and such shall not constitute the basis for any additional claims by the Contractor.

4.00 COORDINATION WITH OTHER CONTRACTORS

4.01 TSD may enter into certain contracts with others requiring concurrent operations at the site and within the facilities occupied and under construction by the Contractor.

4.02 It shall be the Contractor's responsibility to so schedule its Work as to afford reasonable access and opportunity for the execution of work by others and to integrate, connect, and coordinate its Work with that of others. In multiple prime contracts, the Construction Manager will be responsible for coordinating the schedule of all prime contractors.

4.03 The Contractor shall report, in writing, to the Construction Manager the improper execution, or unreadiness of work by others, upon which the Contractor's Work depends. The failure to ascertain and give written notice of the unsuitability thereof shall constitute Contractor's acceptance of others' work except as such defects may be of a latent nature, develop after completion of the Contractor's Work, and of which Contractor should not reasonably have been aware.

5.00 CONTROL OF WORK

5.01 The Work, from commencement to completion, shall be under the charge and control of the Contractor, except that during such period the Construction Manager retains the right to require, without additional cost to TSD, reasonable modifications of the Contractor's Construction Schedule which, in the opinion of the Construction Manager, may be necessary to secure the safe and proper coordination of the progress of Work under this Contract. During such period of control by the Contractor, all risks in connection with the construction of the Work and the Materials to be used therein shall be borne by the Contractor. The Contractor shall make good and fully repair all damages to the Work or any portion thereof under the control of the Contractor by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Contractor's negligence.

6.00 COORDINATION OF DRAWINGS AND SPECIFICATIONS

6.01 Anything mentioned in the Technical Specifications and Plans and not shown on the drawings, or shown on the drawings and not mentioned in the Technical Specifications and Plans, shall be of like effect, as if shown or mentioned in both. In any case of difference in the figures, drawings and specifications, the matter shall be promptly submitted to the Construction Manager who shall make a decision regarding the controlling document in writing. Any adjustment by the Contractor without this determination shall be at Contractor's own risk and expense.

6.02 If the Contractor, in the course of the Work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawings or in the layout as given by points and instructions, it shall be its duty to immediately inform the Construction Manager in writing. Any work done after such discovery, until authorized by TSD will be done at the Contractor's risk.

6.03 Revised copies of all drawings and specifications pertinent to the contract will be furnished by the Construction Manager, and the Contractor shall maintain an up-to-date, completely revised set of drawings and specifications on the job site. The Contractor shall keep an accurate record of all deviations from the approved design drawings and specifications which may occur in the Work as actually constructed and shall submit to the Construction Manager prior to request for final contract payment, prints and specifications showing complete information as required for the correction of the drawings to the "Record" condition.

6.04 Additional drawings necessary for the prosecution of the Work may be furnished by the Construction Manager. The Contractor shall request any additional instructions needed and shall do no Work without drawings and instructions, except as otherwise specified herein.

7.00 SEPARATE CONTRACTS

7.01 TSD reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its Work with theirs.

7.02 When the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and properly report, in writing, to the Construction Manager, defects in such work by any other contractor that render it unsuitable for proper execution of its Work. Its failure to so inspect shall constitute its acceptance of the other contractor's work as fit and proper for the reception of its Work except as to latent defects which may develop in the other Contractor's work.

8.00 SUBCONTRACTORS

8.01 The Contractor shall perform, directly and without subcontracting, not less than twenty-five percent (25%) of the Work, to be calculated on the basis of the total contract price. No part of this contract shall be subcontracted after award without the prior written approval of TSD and compliance with all relevant law regarding subcontractor substitution for public works projects.

8.02 If the Contractor shall subcontract any part of this contract, the Contractor shall be as fully responsible to TSD for the acts and omissions of its subcontractors and of the persons, either directly or indirectly, employed by its subcontractors as it is for the acts or omissions of persons directly employed by itself.

8.03 Subcontractors of any tier shall not subcontract any part of the Work without first obtaining the approval of the Contractor and TSD. All requests for subcontract or sub-subcontract approval shall be made in writing and in the manner prescribed by TSD.

9.00 CHANGES

9.01 TSD may, at any time it deems necessary or desirable, require changes in the Work called for by the Contract Documents. The Construction Manager will notify the Contractor, in writing, of the details of the change. No increase in the contract price or extension of contract time will be made for a change if the Contractor does not advise the Construction Manager, in writing, within five (5) days after receipt of the notification of change, that additional costs and/or time extension will be required to make the change. Contractor shall submit to TSD, in writing, a detailed breakdown of the additional costs and/or time extension required to make the change within 15 days of notification of change.

9.02 If Contractor advises the Construction Manager within the specified time, that additional costs will be required to make a change, no work shall commence on any change requested by the Construction Manager until there is mutual agreement on cost, or the method of determining the cost is established in writing, except as set forth in Section 10 herein.

9.03 In the event that the Contractor does not respond to the notification of change within the specified time limit, TSD may issue a written order to the Contractor to proceed with a change, and the Contractor shall do so, without regard to whether a mutual agreement has been reached as to an amount of equitable price or time increase to which the Contractor is entitled or accounted to thereof.

9.04 Notwithstanding the foregoing, it is understood and agreed that the Construction Manager may, at any time, issue instructions to the Contractor requiring minor changes in the Work or schedule that are not inconsistent with the general intent of the Contract Documents, at no extra cost to TSD.

9.05 Unless the Construction Manager otherwise authorizes or the District and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the Construction Manager no later than the time of the proposed change. The Construction Manager shall review the proposed change order and respond by acknowledging the contract change, supplying information and not acknowledging a change order, or recommending other action. If the Construction Manager acknowledges the contract change, the Contractor shall submit a change order to the Construction Manager.

10.00 CLAIMS

10.01 If the Contractor considers that:

A. Any instructions or changes issued by the Construction Manager, by drawing or otherwise, involves extra costs or time, the Contractor shall give written notice within five (5) days of such fact, and shall not proceed with the Work until receipt of TSD's written directive to do so. Upon receipt of such a directive, the Contractor shall proceed in accordance therewith even though agreement may not have been reached as to whether the instructions require Work that is within or outside the scope of the Contract Documents, or, if outside, the amount of the equitable price or time adjustment to which the Contractor may be entitled for the performance thereof. No claim for such extra costs or time shall be allowed in the absence of the written directive and notice above specified. In the absence of either or both, the Contractor's claim for extra cost or time on account thereof shall be deemed to have been waived.

B. Any other act or omission of TSD or the Construction Manager, or any of their agents, employees, contractors, subcontractors or suppliers, has caused or will cause the Contractor to incur extra costs or time not contemplated by the Contract Documents, the Contractor shall give the Construction Manager written notice thereof as promptly as is possible, and in no event later than five (5) days after the initial date of such acts or omissions. No claim for such extra costs or time shall be allowable in the absence of such timely written notice.

10.02 Any disputes in regard to Project shall be resolved under the disputes provisions of the Contract Documents.

11.00 UNSATISFACTORY PROGRESS

11.01 If at any time during the performance of the Work, in the opinion of the Construction Manager, the Contractor's progress on any phase of the Work shall fall behind that necessary to enable the Contractor to complete it by the date or dates guaranteed in the Contractor's bid and the dates established by schedules included in the Contract Documents, (as adjusted for the extension of time, if any, to which the Contractor is entitled under the provisions hereof), or if the Work, tools, plant or equipment of the Contractor appears to be or is insufficient, inefficient or inappropriate to secure the quality of the Work required, the Construction Manager may order the Contractor, at no extra expense to TSD, to take such action as the Construction Manager deems necessary in order:

- A. To meet those completion dates, including but not limited to, working additional or longer shifts and employing more labor and equipment.
- B. To increase the efficiency of, improve the character of, augment the number of or to substitute new tools, plant or equipment of the Contractor as the case might be so as to secure the quality of Work required.

11.02 The Contractor must conform to any such order, but the failure of the Construction Manager to so order shall not relieve the Contractor of its obligation to secure the Work within the time schedule and of the quality required by the Contract Documents.

11.03 If the progress of the work falls behind schedule, the Contractor shall submit a written recovery program, to the Construction Manager, for bringing the work back on schedule so the critical dates will be maintained. Any overtime or multiple shift operations required to meet the scheduled and guaranteed completion dates shall be provided at no additional cost to TSD. The Contractor shall submit a recovery program, satisfactory to the Construction Manager, with its progress payment request to the Construction Manager who shall approve the recovery schedule and program prior to processing the progress payment request.

12.00 PAYMENT WITHHELD

12.01 To the extent consistent with applicable law, TSD may withhold payment of the whole or part of any sum due or claimed by the Contractor to such extent as may be reasonable or necessary to protect TSD from loss on account of, or provide security as to, any of the following:

- A. Defective work not remedied or guarantees not met.
- B. Claims filed against contractor or reasonable evidence indicating probable filing of claims against Contractor for payment.
- C. Failure of the Contractor to make sufficient payment promptly to its laborers, suppliers or subcontractors.
- D. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- E. Damage to another contractor, third parties or to TSD.

F. Failure of the Contractor to diligently prosecute the Work and maintain satisfactory progress required to meet the contract completion dates.

G. Any losses, damages, expense, and liability covered by the Indemnification provision in the Contract Documents.

H. Liquidated damages.

I. Any other breach by the Contractor of its obligations under the Contract Documents.

J. Any other lawful basis for withholding progress payments.

12.02 Payment, without interest, will be made for amounts withheld when all of the above conditions are rectified, as applicable.

12.03 If the Construction Manager deems it inexpedient to correct work damaged or not done in accordance with the Contract Documents, an equitable deduction from the contract price shall be made therefore.

13.00 SUBSURFACE EXCAVATION

13.01 Excavation More Than Four Feet Deep If the Work involves excavation more than four feet deep, the Contractor must promptly notify the District in writing before disturbing: any material that the Contractor believes may be hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; any subsurface or latent physical conditions at the Work site differing from those indicated; or any unknown physical conditions at the Work site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The District will promptly investigate any such conditions for which notice is given. If the District finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, the District will issue a change order pursuant to the provisions hereof. If a dispute arises between the District and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract Documents, but shall proceed with all Work to be performed. The Contractor will retain all rights under contract or law pertaining to resolution of disputes and protests between contracting parties.

13.02 Excavation of Five Feet or More In accordance with California Labor Code Section 6705, contractors performing contracts exceeding \$25,000 in cost and involving excavation five or more feet deep must submit for the District's acceptance, prior to excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detail plan has been reviewed and approved. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer.

14.00 Utility Relocation Costs

14.01 In accordance with California Government Code Section 4215, the District assumes the responsibility for the timely removal, relocation or protection of existing main or trunkline utility facilities located on the Jobsite if such utilities are not identified by the District in the Technical Specifications and/or Project Plans. The District will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities located at the Jobsite and not identified with reasonable accuracy in the Technical Specifications and/or Project Plans. The District will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by the District's failure to provide for removal or relocation of such main or trunkline utility facilities.

14.02 Nothing in this provision or the Contract Documents will be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Jobsite can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Jobsite; provided, however, that nothing in this provision or the Contract Documents shall relieve the District from identifying main or trunklines in the Technical Specifications and/or Project Plans.

14.03 Nothing in this provision or the Contract Documents will preclude the District from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

14.04 Nothing in this provision or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

14.05 If the Contractor while performing the Work discovers utility facilities not identified by the District in the Technical Specifications and/or Project Plans, the Contractor must immediately notify the District and utility in writing.

14.06 Either the District or the utility, whichever owns existing main or trunkline utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price.

15.00 USE AND POSSESSION PRIOR TO COMPLETION

15.01 TSD shall have the right to take possession of or use any completed or partially completed part of the work. Prior to such possession or use, TSD shall furnish the Contractor an itemized list of Work remaining to be performed or corrected on such portions of the project as are to be possessed or used by TSD, provided that failure to list any of item of work shall not relieve the Contractor of responsibility for compliance with this Contract. Such possession or use shall not be deemed an acceptance of Work under this Contract. While TSD has such possession or use, the Contractor, notwithstanding other provisions of this Contract, shall be relieved of responsibility of loss or damage to the Work resulting or arising out of such use or possession. If such use or possession delays the progress of the

Work or causes additional expense to the Contractor, an equitable adjustment in the Contract price or time of completion will be made.

16.00 PROGRESS PAYMENTS

16.01 The Contractor shall submit to TSD's designated representative at least 10 days before the first and/or third Monday of the month, for TSD's approval, a request for payment. Each progress payment to the Contractor by TSD shall be in payment for only that work performed by the Contractor during the period immediately preceding the Contractor's current request for payment.

16.02 The Contractor shall submit time sheets to TSD daily for approval and signature. The daily time sheets shall clearly delineate the number of worker-hours and equipment hours worked in each given area of work. Only those time sheets signed by TSD will be honored for payment.

16.03 Each request for payment submitted by the Contractor shall include backup documentation in support of all quantities and costs for which payment is requested, including but not limited to all material invoices, subcontractor/vendor statements of quantities and/or services provided, equipment rental invoices and signed daily time sheets.

16.04 Work performed at the request of TSD, which is outside the scope of work and unit prices as defined in these Contract Documents, shall be itemized separately, with back-up documentation attached, and the total cost figures for the work shall be entered on the billing form under "Other Work". Work itemization with back-up shall be submitted with the Contractor's request for payment.

16.05 Subject to Section 12, after approval by TSD, progress payments will be made to the Contractor in the amount of ninety five percent (95%) of the approved billing. Progress payments will be made within 30 days after TSD receives the Contractor's Request for Payment.

17.00 FINAL PAYMENT

17.01 Final payment will not be made to the Contractor until it has furnished evidence satisfactory to TSD, of the Contractor's payment or provision for payment of all bills for material, labor, services, etc., incurred in connection with the performance of the Work; and at TSD's option the written consent of the Contractor's surety to release final payment.

17.02 Final payment will further be contingent on approval of, and acknowledgment by, TSD that the Contractor has completed all tasks and complied with all conditions of the Contract Documents. Upon approval by TSD, the final payment will be made to the Contractor. TSD may withhold from final payment, to the extent allowed by applicable law, amounts which in TSD's opinion are determined to be reasonable and necessary to provide security against any losses, damages, expense, and liability covered by the Indemnification provision in the Contract Documents, and claims filed or reasonable evidence indicating probably filing of claims, damages to TSD or third parties, liquidated damages, or other lawful bases for withholding final payment.

17.03 Final payment by TSD, and acceptance of it by the Contractor, shall constitute: A waiver of all claims by TSD against the Contractor, except: claims arising from unsettled liens; claims for defective work after final inspection, pursuant to above, "Payment Withheld"; or from failure to comply with the Contract Documents, or their terms, of any special guarantees specified therein. However, it shall not constitute a waiver by TSD, to any rights with respect to the Contractor's continuing obligations under the Contract Documents; and a waiver of all claims by the Contractor against TSD other than those previously made in writing and still unsettled.

18.00 REVISIONS AND CHANGES TO CONTRACTOR'S SCOPE

18.01 For Work Covered By Unit Prices:

Work for which the Contractor has submitted unit prices in its bid shall be paid for at the unit price for each unit of work actually completed.

18.02 For Work Not Covered By Unit Prices:

Payment for work not covered by the contract Bid Item prices shall be, at the option of TSD, either by a mutually agreed upon lump sum price or on a force account basis.

When work is to be paid for on a force account basis, the labor, materials and equipment used in the performance of such work shall be subject to the approval of TSD, which approval will not be withheld provided the Contractor can demonstrate to the satisfaction of the Construction Manager that the work is being performed in an efficient and prudent manner.

Payment shall be made in accordance with the Contract Force Account Rates. No labor or equipment which do not have a force account rate set forth in the Contract shall be used on Force Account work until rates for such labor and equipment have been approved by the District.

The Contractor shall maintain its records in such manner as to provide a clear distinction between the direct costs of work paid for on a force-account basis and the costs of other operations.

On the following work day, the Contractor shall prepare and furnish to the Construction Manager report sheets in duplicate of each day's work paid for on a force-account basis. The daily report sheets shall itemize the materials used, cost of labor, the charges for equipment rental, and the costs of special items of work. The daily report sheets shall provide names or identification, and classifications of workmen, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated. Cost shall be extended to show total cost for individual items and total cost for the day.

Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily report sheets, or if not available, they shall be submitted with subsequent daily report sheets. Payment shall not be made for materials not substantiated by vendor's invoice.

The Construction Manager will compare TSD records with completed daily force account work reports furnished by the Contractor and notify the Contractor of any changes or corrections found necessary. The Contractor shall make the changes or corrections found necessary by the Construction Manager; the Contractor may file a protest as provided in Paragraph 10.00, "CLAIMS". The Contractor shall be deemed to have consented to changes or corrections made by the Construction Manager if Contractor does not protest within five (5) days after the daily force account work report has been signed.

The Contractor's original cost records pertaining to work paid for on a force-account basis shall be open to inspection or audit by representatives of TSD during the life of the Contract and for a period of not less than three (3) years after the date of acceptance thereof, and the Contractor shall retain such records for that period.

19.00 MATERIAL AND EQUIPMENT BY THE CONTRACTOR

19.01 Unless otherwise specified in writing, all materials furnished by the Contractor shall be new and both workmanship and materials shall be of good quality.

19.02 No material or equipment which is deemed by the Construction Manager to be experimental will be accepted as complying with the requirements of the Contract Documents. Equipment or material which is provided, but fails to comply with the requirements of the Contract Documents, shall be removed and replaced with complying equipment or material, at the Contractor's sole expense, provided however, that if the progress of the Work is such as to make such removal impractical, TSD shall have the right to accept it and reduce the contract price by an amount equivalent to the difference in its value and the value of complying equipment or material. The Construction Manager may perform such factory or field tests as are deemed necessary to verify that equipment or material meets the performance standards set forth in the Contract Documents. The Contractor shall be permitted to be present during such tests.

19.03 Should equipment or material fail to meet such standards, the Contractor shall, at its own expense, modify, adjust, repair or replace same, as necessary, to assure compliance therewith and with other applicable requirements of the Contract Documents.

20.00 INSPECTION

20.01 TSD reserves the right to conduct such inspection and by such inspectors as it sees fit and hereby requires that such inspectors shall have the right to inspect all Work as it progresses and shall have access to all data relevant to the performance of this Contract. The Contractor shall provide proper facilities for such access and inspection. If the specifications, laws, ordinances, or any public authority require any Work to be specifically done, tested or approved, the Contractor shall give the Construction Manager timely notice of its readiness for inspection. If any work shall be accomplished without approval or consent, it must, if required by the Construction Manager, be exposed for examination at the Contractor's expense.

21.00 PROTECTION OF PROPERTY AND PUBLIC LIABILITY

21.01 The Contractor shall be liable for any damages resulting from its operations. It shall be fully responsible for the protection of all persons including members of the public, employees of TSD, other contractors or subcontractors and all public and private property including structures, sewers and utilities, above and below ground, along, beneath, above, across or near the site or sites of the Work, or other persons or property which are in any manner affected by the prosecution of the Work.

21.02 The Contractor shall furnish and maintain all necessary safety equipment including but not limited to, barriers, signs, warning lights, guards and fire protection equipment as required to provide adequate protection of persons and property.

22.00 CLIMATIC CONDITIONS

22.01 The Contractor shall take all necessary precautions to protect the Work against adverse climatic conditions.

22.02 The Construction Manager may order the Contractor to suspend any Work that may be subject to damage by climatic conditions. No extra payment will be made for any such delay due to suspension of Work.

22.03 The above stipulation shall not relieve the Contractor of its responsibility for damages done by the climatic conditions when, in the opinion of the Construction Manager, proper protection of the Work was not made.

23.00 CLEAN UP

23.01 The Contractor shall, except as otherwise specified, at all times, keep its construction and storage areas free from accumulation of weeds, waste material, rubbish, trash, or debris, including usable scrap material. Trash and combustible materials shall not be allowed to accumulate on the premises but shall be removed promptly from the site and disposed of by the Contractor.

23.02 If the Contractor does not keep the working and storage areas "broom clean," TSD may have this work done by others and deduct the cost from any payment due the Contractor. The Contractor, upon completion of the Work, shall remove from the premises all tools, equipment, and surplus materials. All temporary structures and scaffolding erected by the Contractor in the course of the Work shall be removed and the premises left "broom clean" or its equivalent.

24.00 DELAYS AND EXTENSION OF TIME

24.01 In the event that the Contractor, in the performance of the Work, encounters delays, as a result of the total or partial suspension thereof, or interference therewith by TSD or its other contractors, or as a result of other unforeseeable cause beyond the control and without fault or negligence of the Contractor such as acts of God, fire, flood, war, governmental priority control, rail car shortages and general strikes, the time specified in the Contractor's proposal or other applicable Contract Documents for the completion of the Work will be extended for a period properly reflecting the actual effect of such delays on the

performance of the Work, provided that the Contractor, within five (5) days after the commencement of such delay, has given written notice thereof to the Construction Manager, and that determination will be governed by the disputes provisions of the Agreement. In making that determination, no extension of time will be allowed the Contractor for delays encountered in one or more phases of the Work that can be overcome by reasonable readjustments of the Contractor's planned progress on other phases of the Work.

24.02 The Contractor's sole remedy for delays that are the result of unforeseeable cause beyond the control and without fault of negligence of the Contractor, such as acts of God, fire flood, war, governmental priority controls, rail car shortages, or general strikes shall be an extension of time as provided for herein. The Contractor shall not be entitled to any additional compensation or payment for extra costs or damages incurred by the Contractor due to hindrances of or delays to the progress of the Work from such causes.

24.03 In the event the Contractor encounters delays or extra costs as a result of the total or partial suspension of the Work or unreasonable interference therewith by TSD or its other contractors, the Contractor shall promptly advise the Construction Manager, in writing, of such delay or cost in accordance with the provisions hereof. The Contractor shall also take immediate action upon incurring such delay or costs to minimize and mitigate the effect of such delay or cost. The Contractor shall promptly advise the Construction Manager, in writing, of the amount of the additional cost incurred due to the delay, if any, to which the Contractor believes it would be entitled. The adjustment of contract price or time to which the Contractor is entitled shall be determined in accordance with the provisions of CLAIMS, hereof.

25.00 LAWS, ORDINANCES, AND REGULATIONS

25.01 The Contractor and all persons acting by, through or under Contractor, shall comply with all applicable local public and building ordinances, all applicable laws of the State of California, and any other laws, ordinances, and regulations of any applicable governmental body in the performance of Work, and the Contractor shall protect TSD, the Construction Manager and their agents, employees, contractors, subcontractors or suppliers, from all damages arising from violation of any of such ordinances, laws and regulations of any kind resulting from Contractor's operation in the performance of the Contract.

25.02 The Contractor agrees that it and its subcontractors will pay to the Unemployment Compensation Fund of the State of California all unemployment contributions and interest due on wages paid in the State of California to individuals in the performance of this contract.

25.03 No person under the age of eighteen years shall be employed by the Contractor at the site. No person whose age or physical condition is such as to make that person's employment dangerous to that person's health or safety, or to the health or safety of others, shall be employed on the site; provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to tasks they can ably perform.

25.04 Workers who are citizens of the U.S. or otherwise authorized to work in the U.S. shall be employed by the Contractor whenever possible for the performance of the contract, and the Contractor will maintain fair labor standards in its performance.

25.05 Neither the Contractor nor its subcontractors shall discriminate against any employee, or applicant for employment, to be employed in the performance of the contract, with respect to its hire, tenure, terms, conditions, or privilege of employment because of its race, color, religion, sex, sexual orientation, or national origin.

25.06 Pursuant to the provisions of Labor Code Sections 1770 *et seq.*, the Director of Industrial Relations for the State has ascertained the current general prevailing rate of wages for employees the relevant geographic area in the State of California.

In accordance with the State of California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Contractor shall be required to submit to TSD during the contract period, copies of Public Works payroll reporting information per California Department of Industrial relations, Form A- 1-131 (New 2-80) concerning work performed under this contract.

The Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, the Contractor shall forfeit as a penalty to TSD \$50.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any work done under contract by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor. Pursuant to the provisions of Section 1773, TSD has obtained the general prevailing rate of wages applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work.

25.07 The Contractor shall post all applicable job site notices required by regulation, including those set forth by the California Department of Industrial Relations.

26.00 TELEPHONES, INTERNET, AND OTHER TEMPORARY UTILITIES

26.01 The Contractor shall be responsible for all arrangements required in connection with telephone, internet, and other temporary utilities not specifically mentioned in the Contract Documents.

26.02 Locations of and reason for Contractor's temporary utility services shall be subject to approval by the Construction Manager before installation. Record drawings shall be made immediately upon installation and given to the Construction Manager.

26.03 All temporary utilities shall be removed, prior to final payment, subject to coordination and approval of the Construction Manager.

27.00 GUARANTEES

27.01 The Contractor shall and does hereby warrant that the Work provided hereunder will conform to the Contract Documents, including those relating to performance, which are a part of the Contract Documents. The Contractor shall and does hereby further warrant that the Work will be free of defects in workmanship and material.

27.02 If, within one (1) year after final payment by TSD or date of acceptance as hereinafter defined (or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantees required by the Contract Documents), any of the Work is found to be defective or not in accordance with the Contract Documents. TSD shall so notify the Contractor in writing.

27.03 Promptly upon receipt of such notification, the Contractor shall, without cost to TSD, proceed with such replacement or corrections of the Work as are necessary in order to make it comply with the Contract Documents. The Contractor shall also bear the cost of making good work of separate contractors destroyed or damaged in such replacement or correction, as well as the cost of uncovering, disassembling or reassembling of such separate contractors' work..

27.04 The warranty on such replacement or corrections shall be on the same terms as set forth above, and shall extend from the date of their completion.

28.00 OCCUPATIONAL SAFETY AND HEALTH

28.01 At all times during the performance of the Work, the Contractor shall exercise precaution for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable law or regulations.

28.02 The Contractor agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 including any and all applicable amendments and the standards and regulations issued thereunder and interpretations thereof. The Contractor agrees to indemnify and hold harmless TSD, its agents, employees, contractors, subcontractors or suppliers against all damages, including fines or penalties, suffered by them as a result of the Contractor's failure to comply with the Act of the standards issued thereunder. This indemnification shall be subject to any limits of applicable law.

28.03 The Contractor agrees to take immediate remedial action to correct any unsafe condition and when so ordered, to stop any part of the Work which TSD deems to be unsafe until appropriate corrective measures for additional costs or damages resulting from such stoppages. Should Contractor, after due notice, fail to adopt the correct measures, TSD may have them implemented and deduct the cost from payment otherwise due the Contractor. Failure on the part of TSD or the Construction Manager, or their representatives to notify the Contractor of any unsafe condition or practices shall not relieve the Contractor of its responsibility.

29.00 ACCIDENTS

29.01 Unless otherwise specified in the Contract Documents, the Contractor shall provide or have provided, at the site such equipment and medical facilities as are necessary to supply first aid service to its employees who may be injured in connection with the Work. The Contractor must promptly report to TSD, in writing, all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or adjacent to the site, which caused death, personal injuries or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Construction Manager.

29.02 If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts to TSD in writing, giving full details of the claim.

30.00 PATENTS AND ROYALTIES

30.01 If any of the Work or equipment proposed to be furnished by the Contractor is covered by claims or patents of any nature, the Contractor will be required to pay all royalties thereon.

30.02 The Contractor shall save, indemnify and hold harmless TSD and the Construction Manager against any damages or suit for damages brought by anyone on account of claims for infringements of patents and will hold itself strictly responsible for any delay or cost resulting from its failure to fully protect TSD and the Construction Manager against patent rights

30.03 In case the Work or equipment is in such suit held to constitute infringement and the use thereof is enjoined the Contractor shall, at its own expense, either procure for TSD the right to continue using same, or modify it so it becomes non-fringing without affecting the quality or performance of any guarantee applicable to the original.

31.00 SUSPENSION OF WORK

31.01 TSD may at any time, and from time to time, by written notice to Contractor, suspend Work on this Contract. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such notice of suspension, Contractor shall promptly suspend further performance of the Contract to the extent specified, and during the period of such suspension shall properly care for and protect all Work in progress and materials, supplies, and equipment Contractor has on hand for performance of the Contract. TSD may at any time withdraw the suspension of the performance of the Contract as to all or part of the suspended performance by written notice to Contractor specifying the effective date and scope of withdrawal, and Contractor shall resume diligent performance of the work for which the suspension is withdrawn on the specified date of withdrawal.

31.02 Except where precluded elsewhere in this Contract, if the Contractor believes that any such suspension or withdrawal of suspension justifies modification of the price, the Contractor shall promptly submit a written claim for such modification of the price. Contractor's claim for modification of the price shall substantiate the Contractor's increase cost with invoices, payroll documents and other documents satisfactory to TSD. Upon verification and approval of such additional cost, TSD and the Contractor shall agree in writing upon an adjustment in the price based upon such verified and approved additional costs as full settlement to the Contractor for the suspension or withdrawal of the suspension. In no event shall Contractor be entitled to any prospective profits or any damages because of such suspensions or withdrawals of suspension.

32.00 TERMINATION FOR THE CONVENIENCE OF TSD

32.01 TSD may, for its convenience, cancel and terminate the Contract in whole, or from time to time in part, at any time by written notice thereof to the Contractor. Upon any such cancellation and termination the Contractor agrees to waive any claims for damages, including loss or anticipated profits, on account thereof. But as the sole right and remedy of the Contract and TSD, TSD shall pay the Contractor in accordance with Subparagraph B. below, provided, however, that the provisions of the Contract, which by their very nature survive acceptance of the work under the Contract, shall remain in full force and effect after such cancellation and termination to the extent provided in such provisions.

A. Upon receipt of any such notice, the Contractor shall, unless the notice directs otherwise:

1. Immediately discontinue the work on the date and to the extent specified in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary for completion of such portion of the work under the Contract as is not terminated;
3. Promptly make every reasonable effort to procure cancellation upon terms satisfactory to TSD of all orders and subcontracts to the extent they relate to the performance of work terminated; and
4. Assist TSD as specifically requested, in writing, the maintenance, protection and disposition of property acquired by TSD under the Contract.

B. Upon any such termination, TSD will pay an amount to the Contractor determined in accordance with the following (without duplication of any item):

1. All amounts due and not previously paid to the Contractor for work completed in accordance with the Contract prior to such notice;
2. The cost for work thereafter completed as specified in such notice;
3. The cost of settling and paying fair and reasonable claims arising out of the termination of work under subcontracts or orders as provided in Subparagraph A.(3) above;

4. The reasonable costs incurred pursuant to Subparagraph A.(4) above;
5. Any other reasonable costs incidental to such termination of work; and
6. The foregoing amounts stated in Subparagraph B(2), (3), (4) and (5) shall include a reasonable sum as profit for the work performed by the Contractor.

C. If Contractor is not satisfied with the payment made hereunder, it may file a claim with TSD for a decision pursuant to the Contract Documents. Acceptance by the Contractor of such payment shall have the same effect as acceptance of the final payment made pursuant to the Agreement.

33.00 TERMINATION FOR DEFAULT

33.01 If Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete the Work within such time, TSD may, by written notice to Contractor, terminate its right to proceed with the Work or such part of the Work as to which there has been delay. In such event, TSD may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the Work such materials, appliances, and plant as may be on the site of the Work and necessary therefore. Whether or not Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to TSD resulting from its refusal or failure to complete the Work within the specified time.

33.02 If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant hereto.

34.00 DATE OF ACCEPTANCE

34.01 For the purpose of warranty, final payments, and other provisions of this Contract, Date of Acceptance is defined as completion of the installation work covered under this Contract and the written acceptance of the work by TSD.

34.02 TSD may require that plant areas and systems be occupied and utilized upon substantial completion of the work. Upon occupation or utilization, TSD shall prepare a punch list for the Contractor, reflecting all uncompleted and unacceptable items remaining. Successful operation of the areas and systems so occupied shall not be obtained until all items appearing on the punch list are resolved by, and at the expense of, the Contractor. When the punch list work is done, the Contractor shall request a final inspection by the Construction Manager. Inspection shall not be limited to the items appearing on the punch list and shall be "final" only upon the complete acceptance by TSD and the Construction Manager.

35.00 SEVERABILITY

35.01 The invalidity, in whole or in part, of any provision hereof will not affect the validity of any other provision hereof.

36.00 CAPTIONS

36.01 The captions used in the Contract Documents are for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.

<p>PART IV: SUPPLEMENTAL CONDITIONS</p>
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(NOT INCLUDED IN THIS CONTRACT)

PART V: SPECIAL REQUIREMENTS

PROJECT OVERVIEW

Part One - General

1.01 General

- A. This project consists of the rehabilitation of 9 sanitary sewer manholes in Truckee, CA, as shown in Appendix A. A summary of the manholes to be rehabilitated is also presented in Table 1.
- B. Data in the Contract Documents and on the Drawings are as accurate as possible, but are not guaranteed. The Contractor shall verify locations, levels, distances, and features that may affect the Work. No allowances will be made in the Contractor's behalf for any extra expense resulting from failure or neglect in determining the conditions under which work is to be performed.

TABLE 1
SUMMARY OF MANHOLES TO BE REHABILITATED

	MANHOLE ID	LOCATION	DEPTH ^a inches	DIAMETER ^a inches	MATERIAL ^a
1	CT03-A12	Deerfield Drive	62	48	Concrete
2	DL06-P03	Donner Pass Road	70	48	Concrete
3	DL07-J05	Donner Pass Road	64	48	Concrete
4	GD01-C02	Whitehorse Road	102	48	Concrete
5	GD01-C03	Whitehorse Road	68	48	Concrete
6	GD17-D01	Martis Dam Road	60	48	Concrete
7	GD18-A08	Off Settler's Lane	108	48	Concrete
8	GD18-B15	Caleb Drive	160	48	Concrete
9	GD18-K01	Caleb Circle	52	48	Concrete

^aContractor to field verify

Part Two - Description

2.01 Scope of Work

- A. This contract involves:
 - 1. Pre-installation cleaning and inspection of manholes.
 - 2. Rehabilitation of 9 sanitary sewer manholes.
 - 3. Sewage bypass as necessary to keep all lines in service at all times.
 - 4. Traffic control in accordance with the Town of Truckee Encroachment Permit (See Appendix B).

2.02 Maintaining Wastewater Flows

- A. The Contractor shall be responsible for maintaining wastewater flows at all times during the rehabilitation of the sanitary sewer manholes. This may include, but not be limited to, temporarily stopping normal flow for brief periods or bypassing pipeline sections.
- B. The Contractor shall be responsible for any damage caused by wastewater overflows resulting from flow interruptions or by-passes initiated by the Contractor.
- C. Contractor shall notify the Truckee Sanitary District a minimum of 72 hours in advance of any modification of flows.

Part Three - Special Conditions

3.01 Public Safety Requirements

- A. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, it shall, at its expense and without cost to the District, furnish, erect, and maintain such fences, barricades, lights, signs, and other devices, and take such other protective measures as are necessary to prevent accidents, damage, or injury to the public. The Contractor shall also furnish such flagpersons as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered.

- B. Should the Contractor appear to be neglectful in furnishing, installing, and maintaining warning devices and taking protective measures as above provided, the District may direct attention to the existence of a hazard and the necessary warning devices shall be furnished, installed, and maintained and protective measures taken by the Contractor at its expense. Should the District point out the inadequacy of warning devices and protective measures, such action on the part of the District shall not relieve the Contractor of its responsibility for public safety or abrogate its obligation to furnish, install, maintain, and pay for these devices and measures. The existence of general roadway illumination shall not relieve the Contractor of its responsibility for furnishing and maintaining any of the protective facilities hereinbefore specified.
- C. Roadside trees, shrubs and other plants outside of the sanitary sewer easement area are not to be removed, unless removal is noted on the plans. Should tree roots be severed thereby weakening their structure, the District may require trees to be removed, topped or trimmed for safety purposes. Pole lines, fences, signs, markers, and monuments, buildings and structures, conduits, pipelines, under or above the ground, sewer and water lines shall be protected from injury or damage. If such objects are injured or damaged by reason of Contractor's operations, they shall be replaced or restored at Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work. The District may make or cause to be made such temporary repairs as necessary to restore to service any damaged highway facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any monies on deposit.
- D. Where necessary for public safety and convenience, the Contractor shall, at his expense, provide and maintain suitable drainage of the roadway and erect such temporary structures as required by Lahontan Regional Water Quality Control Board. The suspension of the work from any cause whatever shall not relieve the Contractor of its responsibility to provide for the safety and convenience of public traffic and local residents.

3.02 Preservation of Property

- A. Operations shall be conducted in such a manner that existing roadway facilities, utilities, and other non-highway facilities which are to remain in place will not be damaged. The Contractor, at its expense, shall furnish and install sheet piling, cribbing, bulkheads, shores, or whatever means may be necessary to adequately support material carrying such facilities, or to support the facilities themselves and shall maintain such supports until they are no longer needed. Temporary pavements, facilities, utilities and installations shall also be protected until they are

no longer required. When temporary supports and other protective means are no longer required, they shall be removed and disposed.

- B. Shoring details for excavating on or affecting the property shall be reviewed for adequacy of protection provided for property and traffic. Such plans shall be submitted at least 1 week before the Contractor intends to begin excavation requiring said shoring. Approval by the District of the plans for such shoring details will be contingent upon the plans being satisfactory to the District.
- C. When hauling is performed over highways or city streets, the loads shall be trimmed and all material removed from shelf areas of vehicles in order to eliminate spilling of material. The loads shall be watered after trimming to eliminate dust and shall be covered with a suitable tarpaulin to prevent material from being blown out of the truck bed.

3.03 Vehicular Traffic Control

- A. Traffic shall be maintained at all times in accordance with the Town of Truckee Encroachment Permit.
- B. Traffic control shall meet the requirements of the State of California Department of Transportation specification listed in the following sections:

Section 7, Legal Relations and Responsibility

- 7-1.08 Public Convenience
- 7-1.09 Public Safety

Section 12, Construction Area Traffic Control Devices

- 12-1.01 Description
- 12-2.01 Flaggers
- 12-3.01 General
- 12-3.02 Barricades
- 12-3.03 Flashing Arrow Signs
- 12-3.04 Portable Delineators
- 12-3.05 Portable Flashing Beacons
- 12-3.06 Construction Area Signs
- 12-3.06A Stationary Mounted Signs
- 12-3.06B Portable Signs
- 12-3.07 Channelizers
- 12-3.08 Temporary Railing (Type K)
- 12-3.09 Telescoping Flag Trees
- 12-3.10 Traffic Cones

12-3.11 Portable Changeable Message Signs

- C. Whenever work is being performed adjacent to a lane carrying traffic, the edge of the lane or the edge of the pavement shall be delineated by placing temporary portable delineators adjacent and temporary railing thereto.
- D. Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in the current **MANUAL OF TRAFFIC CONTROLS** Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways, issued by the Town of Truckee. The most stringent requirements shall apply.
- E. If the Contractor fails to provide traffic controls and other safety devices as required for the protection of the traveling public, the District, Town of Truckee, and CalTrans may provide such safety devices and charge any costs to the Contractor. For emergency repairs, the Contractor shall furnish a telephone number and name of person to contact in case immediate repairs are needed. If a responsible person is not available at this number, the District may make immediate repairs and charge all appropriate costs to the Contractor.

3.04 Differing Site Conditions

- A. The Contractor shall, within 24 hours of discovery, and before the conditions are disturbed, give written notice to the District and District Engineer of:
 - 1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of the existing law.
 - 2. Subsurface or latent physical conditions at the site differing from those indicated, including bed rock or boulders in excess of 72 inches in average diameter (average diameter = [length + width + height] / 3) which lie directly in a trench area.
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. The District will investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ or if the conditions involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time

required for, performing any part of the work under this Contract, whether or not changed as a result of the conditions, a change order shall be issued in writing.

- C. The District will not make an equitable adjustment to the Contract for boulders encountered in the trench area which are less than 72 inches in average diameter.
- D. No request by the Contractor for an equitable adjustment to the Contract under this Article will be allowed, unless the Contractor had given the written notice required, provided that the time prescribed above for giving written notice may be extended to the District.
- E. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- F. No request by the Contractor for an equitable adjustment to the Contract for differing site conditions will be allowed if the request is made after final payment under this Contract.

3.05 Removal and Disposal of Buried Man-made Objects

- A. If a buried man-made object encountered in excavation is to be removed, it shall be considered part of the grading operation and no additional payment will be made.

3.06 Unsuitable Material

- A. Unsuitable material encountered below the natural ground surface or below the grading plane in excavation areas shall be excavated and disposed of as directed by the District. Unsuitable material is defined as material the District determines to be:
 - 1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or
 - 2. Too wet to be properly compacted and circumstances prevent suitable in-place drying prior to incorporation into the work; or

3. Otherwise unsuitable for the planned use.

- B. The presence of excessive moisture in a material is not, by itself, sufficient cause for determining that the material is unsuitable.
- C. When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use. Such suitable material shall be placed and compacted in layers as hereinafter specified.

3.07 Blasting

- A. Blasting will not be permitted.

3.08 Surplus Material

- A. All surplus material shall be removed and disposed of by the Contractor.

MANHOLE REHABILITATION

Part One - General

1.01 The Requirement

- A. This Specification covers the work necessary to furnish labor, materials, equipment and supervision to provide a method for manhole rehabilitation that eliminates infiltration, inflow, restores structural integrity, and provides protection against corrosion.
- B. The manhole rehabilitation shall include Cementitious Coatings or other method as approved by the Engineer.

1.02 Reference Specifications, Codes, and Standards

- A. All references specifications, codes, and standards shall be applied to the method of manhole rehabilitation as provided in the submittals to Engineer.

1.03 Contractor Submittals

- A. The Contractor shall provide submittals on manufacturer documents containing product technical information, ASTM test results and certification, application procedures and specifications for approval.

- C. The Contractor shall submit sewage bypass pumping and/or diversion plans for review by the Engineer at least 10 working days prior to the work. The sewage bypass pumping and/or diversion plans shall include an emergency response plan to be followed in the event of a failure of the bypass pumping and/or diversion system. The Contractor shall notify the Engineer 24 hours prior to commencing with the bypass pumping operation. The Contractor's plan for bypass pumping shall be satisfactory to the Engineer before the Contractor shall be allowed to commence bypass pumping.
- D. The Contractor shall submit a schedule outlining the proposed sequence of work.
- D. The Contractor shall submit a Traffic Control Plan in accordance with the Town of Truckee Blanket Encroachment Permit. (See Appendix B)

1.04 Warranty

- A. The Contractor shall provide a warranty to be in force and effect for a period of one year from the date of final acceptance. The warranty shall cause the Contractor to repair manhole(s) should failure result from faulty materials or installation.

Part Two - Products

2.01 Materials

- A. The materials used shall be designed, manufactured, and intended for sewer manhole rehabilitation and the specific application in which they are used. The materials shall have a proven history of performance in sewer manhole rehabilitation. The materials shall be delivered to the job site in original unopened packages and clearly labeled with the manufacturer's identification and printed instructions. All materials stored and handled in accordance with recommendations of the manufacturer.

Cementitious Liner Materials:

1. Specially formulated prepackaged mixes shall be used. The materials shall be fiber reinforced and contain special additives which produce 24 hour compressive strength of 3000 psi, and a minimum 28-day compressive strength of 8000 psi. The material shall form a mechanical and chemical bond to the manhole surface and have zero shrinkage.
2. The mortar shall include calcium aluminate or other Engineer approved substance to be suited for resistance against corrosion.

2.02 Physical Properties

- A. The design properties of the rehabilitation method shall conform to and comply with the minimum standards listed in the specifications submitted to the Engineer per Section 1.03A.

Part Three – Execution

3.01 Preparation

A. Bypass Pumping.

1. The Contractor shall provide bypass pumping and/or diversion when required for acceptable completion of the manhole rehabilitation. Bypass pumping shall consist of furnishing, installing, and maintaining all power, primary and standby pumps, appurtenances and bypass piping required to maintain existing flows and services. The Contractor shall provide bypass pumping/diversion plan in accordance with Paragraph 1.03 B of this specification.
2. Bypass pumping shall be done in such a manner as not to damage private or public property, or create a nuisance or public menace. The Contractor shall take all necessary precautions including constant monitoring of bypass pumping to insure that no private residences or properties are subjected to a sewage backup or spill. All affected property owners shall be given written notice of temporary sewer disconnection. After the work is completed, flow shall be restored to normal. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic, and shall be redirected into the sanitary sewer system. Dumping or free flow of sewage on private property, gutters, streets, sidewalks, or into storm sewers is prohibited. The Contractor shall be liable for all cleanup, damages, and resultant fines in the event of a spill. After the work is completed, flow shall be returned to the sewer.

B. Cleaning and Inspection of Manholes

1. The Contractor shall be responsible for cleaning, inspecting, confirming the dimensions and determining the condition of each manhole. All concrete and masonry surfaces must be clean. Grease, laitance, mortar, unsound concrete, and other materials must be completely removed. Water blasting utilizing proper nozzles shall be the primary method of cleaning; however, other methods such as wet or dry sandblasting, acid wash, concrete cleaner, degreasers or mechanical means may be required to properly clean the surface. Surfaces on which these other methods are used shall be thoroughly rinsed, scrubbed, and neutralized to remove cleaning agents and their reactant products. Contractor shall take all necessary precautions to prevent falling debris from damaging the manhole trough and/or entering the sewer.

C. Eliminating Infiltration

1. After surface preparation and prior to the application of coatings, infiltration shall either be stopped by chemical grouting sealing, plugging or alternative methods as approved by the Engineer.

D. Patching

1. All loose or disintegrated material shall be removed from the area to be patched or repaired exposing a sound subbase. Holes or voids around steps, joints or pipes, spalled areas, and cavities shall be patched and missing mortar repaired using a non-shrink patching mortar conforming to manufacturer's specifications.

3.02 Application

- A. All materials shall be mixed and applied in accordance with the manufacturer's written instructions for cleaning, elimination of inflow and infiltration, patching, and coating. The applicator shall be approved and trained by the manufacturer. The equipment used in application shall be manufacturer approved equipment. The rehabilitation coating or lining shall be applied to all surfaces, from and including the manhole bench to the bottom of the frame. The material shall be cured according to manufacturer's instructions. When completed, the material shall be smooth and free of any cracks or holes.

Cementitious Liner: The materials shall be mixed and applied in accordance with the manufacturer's written instructions using approved equipment. The materials shall be spray applied directly to the damp manhole surface in a two-coat application. The material shall be troweled after each coat. The material shall completely cover the interior surface of the manhole with a minimum thickness of one inch. The material shall be cured according to the manufacturer's instructions.

3.03 Field Quality Control and Testing

- A. Prior to demobilization from the site, the Contractor shall remove all construction debris, stabilize any spill areas and wash roadway areas affected by the work.
- B. Visual inspection of the finished product shall verify a leak free, uniform appearance. The Cementitious lining shall provide a continuous surface with uniform thickness throughout the manhole interior.
 1. The Contractor shall work with the Engineer to develop an easy method for measuring the liner thickness. This method should be such that the Engineer does not have to enter the manhole to measure the thickness. One possible

method would be to install a pin (such as plastic adhesive pins) at every two-foot vertical spacing on the manhole wall. This spacing should occur in a random fashion such that no directly adjacent pins are located in the same quadrant of the manhole. The pins should protrude slightly less than an inch from the wall. The Contractor may develop other methods for verifying the thickness and present them to the Engineer for consideration.

2. If the thickness of the lining is not uniform or less than specified, it shall be repaired or replaced at no additional cost to the District.
3. Product performance shall be confirmed by materials testing in accordance with specifications submitted to Engineer. All material testing shall be performed by a registered independent, third party laboratory.

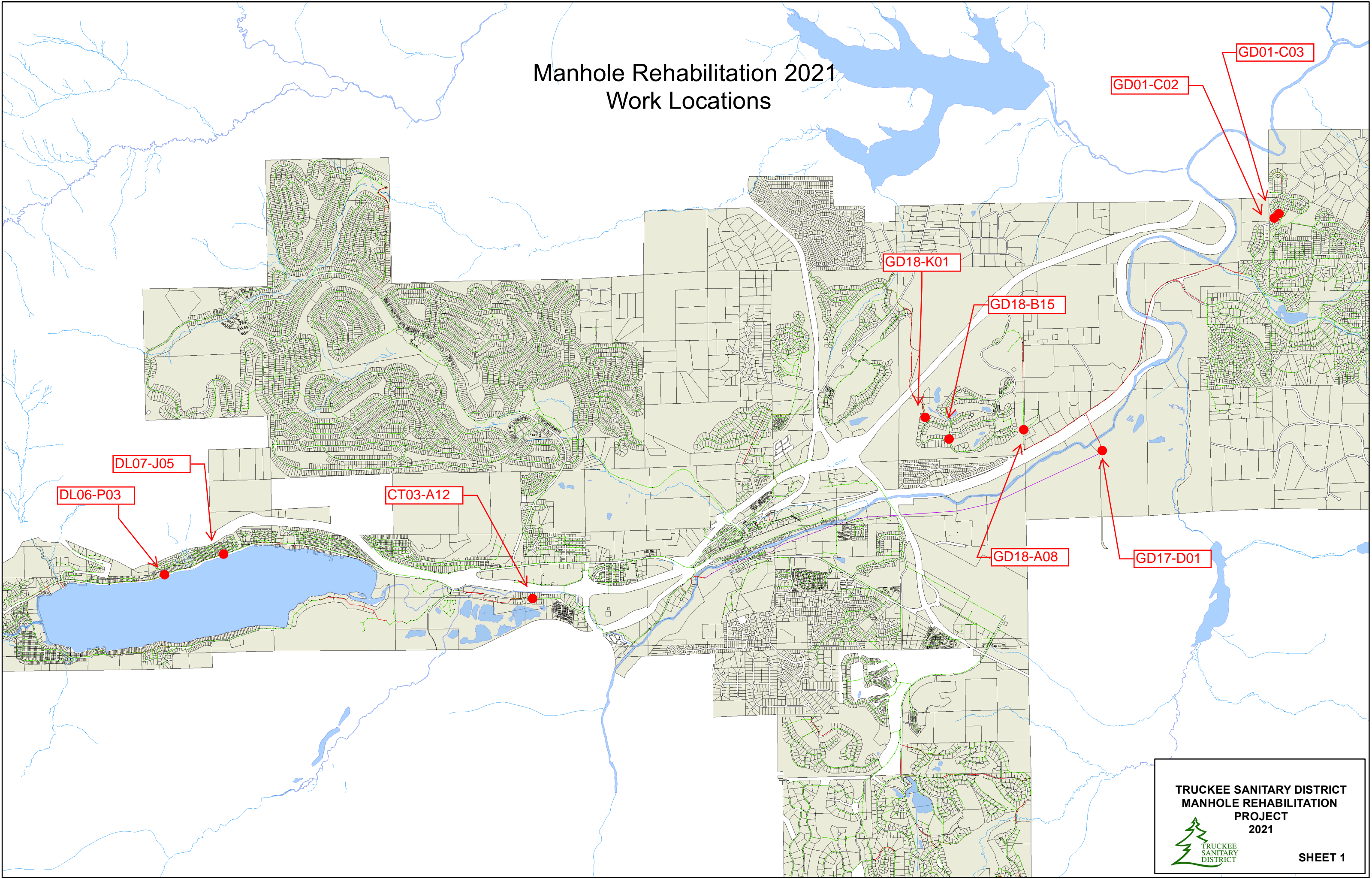
3.03 Final Acceptance

- A. After rehabilitation work has been completed, the work shall be visually inspected for compliance by the Contractor in presence of the Engineer. The Engineer reserves the right to inspect the rehabilitation work during the warranty period. Any defects or leakage found by inspections shall be corrected by the Contractor within the agreed upon time with no additional cost to the District.

PART VI: PROJECT MAPS



Manhole Rehabilitation 2021 Work Locations



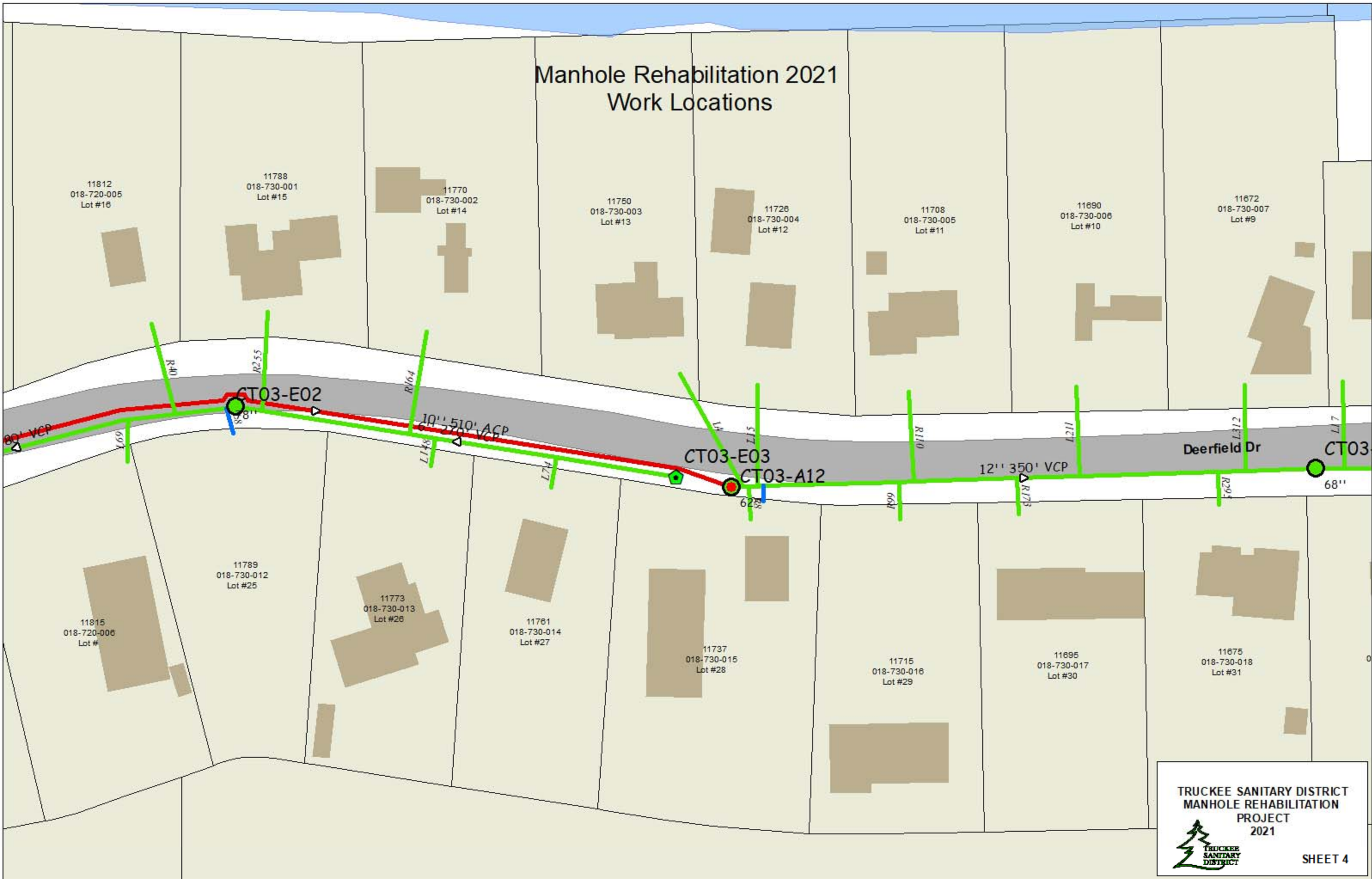
Manhole Rehabilitation 2021 Work Locations



Manhole Rehabilitation 2021 Work Locations



Manhole Rehabilitation 2021 Work Locations



Manhole Rehabilitation 2021 Work Locations

GD18-K01
Depth: 78"

GD18-K01

Caleb Cir

GD18-J04

GD18-J03

GD18-J02

GD18-J05

TRUCKEE SANITARY DISTRICT
MANHOLE REHABILITATION
PROJECT
2021

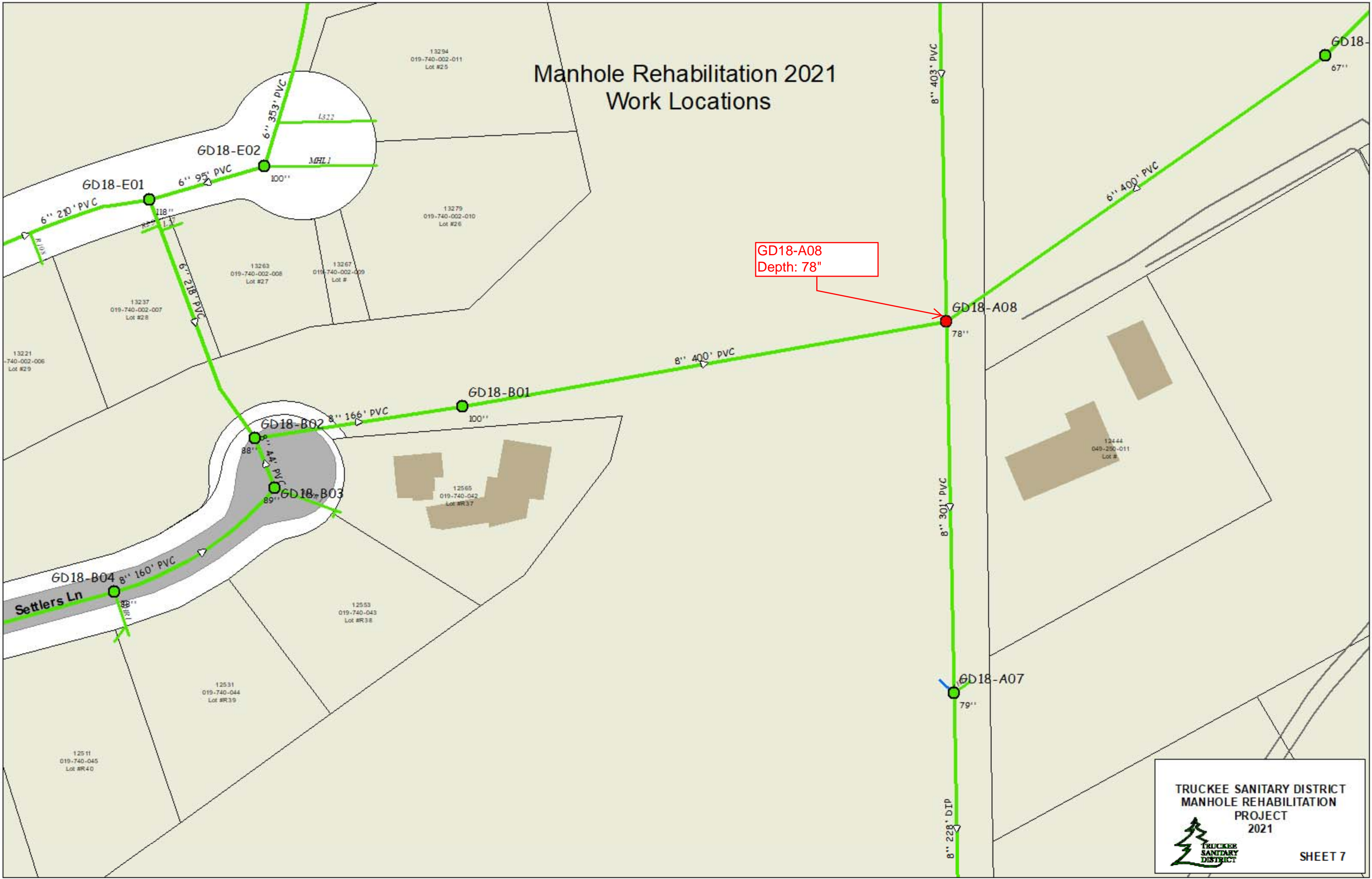


SHEET 5

Manhole Rehabilitation 2021 Work Locations



Manhole Rehabilitation 2021 Work Locations



Manhole Rehabilitation 2021 Work Locations



Manhole Rehabilitation 2021 Work Locations

GD17-D01
25' 11" PVC
TSA

GD17-D01
Depth: 60"

Martis Dam Rd

1/2" = 100'
8/8/21-10/21/21
LSD #

TRUCKEE SANITARY DISTRICT
MANHOLE REHABILITATION
PROJECT
2021



SHEET 9