

# Fair Oaks Water District

## Request For Bid

**RELOCATE MAIN AT CALIFORNIA AVENUE AND TEMESCAL ST**



(FOWD Job # C22TDCATS)

Prepared by:  
FOWD Staff  
10326 Fair Oaks Boulevard  
Fair Oaks, CA 95628

April 2022

**Note:**

The District reserves the right to reject any or all bids, to waive any informality in any bid, and to determine which bid, in the judgment of the District, is the lowest responsive bid of a responsible bidder.

**BID FORM**

TITLE: RELOCATE MAIN AT CALIFORNIA AVENUE AND TEMESCAL ST  
PROJECT: Replacement of Approximately 350 LF of CL200 C900 Water Main on California Avenue Near Fair Oaks Village Park.

**Submit Bid to:**

Fair Oaks Water District  
Attn.: Paul Siebensohn – Technical Services Manager  
10326 Fair Oaks Blvd.  
Fair Oaks, CA 95628

**Bid date:** 2:00 PM on Monday, May 16, 2022

**Bid Opening:** There will be a public bid opening conducted via teleconference. Bidders' representatives shall use the following logon information for the teleconferencing:

**Phone:916-844-3159**

**Conference ID: 208640**

**I. Bid:**

Pursuant to your Notice for the above referenced project title, and in accordance with the approved plans for the project, the following bid for said entire project is submitted by the firm indicated in Section VII of this bid form:

Bid Quantities:

Project Bid- RELOCATE MAIN AT CALIFORNIA AVENUE AND TEMESCAL ST

| Item No.  | DESCRIPTION   | ESTIMATED QUANTITY | UNIT | Unit Price | Extended Price |
|---|---|--------------------|------|------------|----------------|
| <b>Water Main and water services installation</b> |   |                    |      |            |                |
| A1  | Installation of 8-inch C900 Pipe (C1.200)   | 350                | LF   |            |                |
| A2  | Installation of 6-inch fire hydrant (short run on California Avenue)                                    | 1                  | EA   |            |                |
| A3  | Installation of 6-inch fire hydrant (long run on Temescal Street)                                       | 1                  | EA   |            |                |
| A4  | Installation of 6-inch fire service per Detail 2 on Sheet 3   | 1                  | EA   |            |                |
| A5  | Installation of 4-inch fire service per Detail 3 on Sheet 3 including connection to existing water main | 1                  | EA   |            |                |
| A6  | Installation of 1.5-inch water service on California Avenue   | 1                  | EA   |            |                |
| A7  | Installation of 2-inch irrigation water service on Temescal Street                                      | 1                  | EA   |            |                |
| A8  | Installation of 2-inch domestic water service on California Avenue                                      | 1                  | EA   |            |                |
| A9  | Reconnection of existing water service to proposed 8-inch main  | 1                  | EA   |            |                |
| A10   | POC installation per Detail-1 on Sheet 3  | 1                  | LS   |            |                |
| A11   | POC installation per Detail-2/Sheet 3 exclude A2 and A4   | 1                  | LS   |            |                |
| A12   | Necessary pothole at crossing with existing utilities   | 1                  | LS   |            |                |
| A13   | Disinfection, flushing, and pressure testing in accordance with the District standards                  | 1                  | LS   |            |                |
| A14   | Abandonment/removal of existing water facilities as called on the plan and as needed per site condition | 1                  | LS   |            |                |
| A15   | Traffic control plan and traffic control as needed  | 1                  | LS   |            |                |
| A16   | Erosion and sediment control as needed and as per the Sacramento County Requirements                    | 1                  | LS   |            |                |
|   | <b>Subtotal Items A1 through A11</b>  |                    |      |            |                |
| <b>Temporary Street Restoration *</b>             |   |                    |      |            |                |
| B1  | Temporary Paving per Sac. County specifications and standard 14-6                                       | 2,000              | SF   |            |                |
|   | <b>Subtotal Items B1</b>  |                    |      |            |                |

\*The paving quantities are approximate. The final quantity will be determined upon completion of water main installation and coordination with the District and Sacramento County Inspector. Street restoration might include only temporary asphalt paving or as a combination of both asphalt and slurry seal.

**TOTAL BID AMOUNT FOR PROJECT**

**\$** \_\_\_\_\_

## NOTES:

1. In the event of discrepancy between the estimated quantity(s) and actual work completed, the unit price will govern and the extended amount to be calculated as product of unit price and the quantity of work completed. If the required quantity of a bid item exceeds the estimated quantity by 25% or greater, an approved change order by the District is required prior to start construction of the proposed bid item.
2. Bid prices are required for all Bid items.
3. Bidders are required to inspect the site of work to satisfy themselves, by personal examination or by such other means as they prefer, of the location and scope of the proposed work and of the actual conditions of and at the site of the work and of any obstacles or items that may require temporary relocation or removal.
4. If during the course of a bidder's examination, a Bidder finds facts or conditions that appear to be in conflict with the plans provided to Bidder, the Bidder shall provide a written request for clarification so that any conflict can be resolved during the bid process by addendum. Requests for clarification are to be submitted to Paul Siebensohn at [psiebensohn@fowd.com](mailto:psiebensohn@fowd.com) no later than 2pm on Tuesday May 10, 2022.
5. The completion time for the project is within 40 days after issuance of "Notice to Proceed" date by the District.
6. Contractor shall neatly cut and remove existing pavement over the existing water main. Restoration of temporary pavement and road marking shall be completed as per the Sacramento County requirements. The District does not provide geotechnical service (compaction test) and it is the Contractor's responsibility to meet the Sacramento County's requirements for compaction testing and geotechnical reports. Refer to the District Std-9 for trench section detail. No native backfill is allowed.
7. The District will provide water for construction at no charge. The Contractor must obtain a construction meter equipped with a certified backflow device from the District. Construction meter rental requires a \$2,500 refundable deposit. Application form is available on the District website at <https://www.fowd.com/development-forms>
8. Prior to the DISTRICT Acceptance Letter issuance for the new water facilities constructed by the CONTRACTOR per project documents, the CONTRACTOR shall furnish an overall MAINTENANCE BOND or corporate surety bond, payable to the DISTRICT. This bond, which shall be executed by a duly licensed surety company authorized to do business in the State of California, shall protect the DISTRICT against the results of any failure attributable to any cause, including, but not limited to, faulty material, poor workmanship, and defective equipment or damage of the work occurring within the Guarantee period under the provisions of the Guarantee.

The bond shall guarantee the CONTRACTOR's responsibility as outlined above for a period of one (1) year or shall remain in effect for as long as the Guarantee remains in effect. The bond shall be provided on forms to be approved by the DISTRICT and shall be in the sum of not less than one hundred percent (100%) of awarded amount including any change orders issued during the project construction.

9. Calling for USA and preparation for USA implementation to be completed by the Contractor.

10. Contractor shall provide traffic control as per the Sacramento County requirements and as stated on the approved Encroachment Permit (attached) for the project. *The Contractor is responsible for project site safety and for public safety including traffic control, 24 hours/day for all days from the notice to proceed through the notice of final completion.*
11. The Contractor shall provide required field surveying.
12. Affected utilities shall be restored to pre-construction conditions at the sole expense of the Contractor.
13. Existing meters shall be returned to the District. New meters will be provided by the District as called on the improvement plans. All meter boxes shall be concrete (traffic rated) with still lid marked "WATER".
14. Contractor shall comply with the requirements of the Encroachment Permit for the project.

**II. ADDENDA:**

Acknowledgment is hereby made of receipt and incorporation of addenda number(s) \_\_\_\_\_ through \_\_\_\_\_ into this Bid.

**III. BID GUARANTY:**

Bid security must be a bidder's bond, a certified check or cashier's check payable to FOWD.

**IV. AFFIDAVIT OF NON-COLLUSION:**

The bidders swears and deposes that he or she is the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder is not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, or agreed with any other bidder or anyone else to put a sham bid; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price; that all statements contained in the bid price are true.

**V. SUBCONTRACTOR LISTING:**

In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100 and following, the subcontractors listed on the Attachment A to this Bid Form will perform the indicated work on this project. Attachment A is hereby incorporated into and made a part of this bid.

**VI. TYPE OF BUSINESS:**

**CORPORATION: STATE OF CORPORATION**

**PARTNERSHIP**

**JOINT VENTURE**

**PRIVATE INDIVIDUAL**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

**VII. FIRM:**

**NAME:** \_\_\_\_\_

**CONTACT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**CALIFORNIA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**CONTRACTOR'S LICENSE EXPIRATION DATE:** \_\_\_\_\_

**CONTRACTOR LICENSE CLASSIFICATION:** \_\_\_\_\_

I hereby certify under penalty of perjury that the above statements are true.

Bid and certification submitted by: \_\_\_\_\_

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

Authorized Representative

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

**ATTACHMENT A**

**DESIGNATION OF SUBCONTRACTORS**

The following are the names and locations of places of business of all subcontractors who will perform work or labor or render service to the bidder in or about the work or improvement according to drawings contained in the plans and specifications, in the amount in excess of one-half of one percent (0.5%) of the total bid.

| <b>Subcontractor Name</b> | <b>Location of Business</b> | <b>License No.</b> | <b>Portion or Type of work</b> |
|---------------------------|-----------------------------|--------------------|--------------------------------|
|                           |                             |                    |                                |
|                           |                             |                    |                                |
|                           |                             |                    |                                |
|                           |                             |                    |                                |
|                           |                             |                    |                                |

**ATTACHMENT B**

**STATEMENT OF EXPERIENCE OF BIDDER**

The bidder is requested to state below the work of similar magnitude or character he has done and to give references that will enable the District to judge his experience, skill, and business standing and his ability to conduct the work as completely and as rapidly as required under the term of the contract.

| <b>Project name and date</b> | <b>Location of project</b> | <b>Contract</b> | <b>Project reference /<br/>Phone</b> |
|------------------------------|----------------------------|-----------------|--------------------------------------|
|                              |                            |                 |                                      |
|                              |                            |                 |                                      |
|                              |                            |                 |                                      |
|                              |                            |                 |                                      |
|                              |                            |                 |                                      |

\*Attach additional pages as necessary

**ATTACHMENT C**  
**FOWD SERVICES AGREEMENT**



**FAIR OAKS WATER DISTRICT  
SERVICES AGREEMENT**

This AGREEMENT is made at Fair Oaks, California, between the FAIR OAKS WATER DISTRICT ("DISTRICT") and \_\_\_\_\_ ("CONTRACTOR"), who agree as follows:

**STANDARD TERMS & CONDITIONS** - The Standard Terms & Conditions and General Conditions set forth in Exhibit "A & B" are part of this Agreement. In the event of any inconsistency between said Standard Terms & Conditions and any other terms or conditions of this Agreement, the Standard Terms & Conditions shall prevail.

**SERVICES** - Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide construction services to the DISTRICT in accordance with the Request for Bid.

**ENTIRE AGREEMENT** - This agreement, and Exhibits "A" attached hereto, the request for proposal packet, and all other terms or provisions incorporated herein by reference, constitute the entire agreement and understanding between the DISTRICT and the CONTRACTOR as to the subject matter contained herein.

**CONTRACT COMMITMENT** - This agreement shall be in effect starting **Date**. If either party chooses to terminate services for any reason, it may do so by submitting written notice, thirty (30) days in advance to the DISTRICT or CONTRACTOR as indicated by signature.

**INSTRUCTIONS**

Sign and return one original with a copy of requested insurance certificates. Upon acceptance by DISTRICT, contracted work can be scheduled.

**DISTRICT:**  
FAIR OAKS WATER DISTRICT  
10326 Fair Oaks Blvd.  
Fair Oaks, CA 95628  
Attn: Tom R. Gray  
General Manager  
916-967-5723

**CONTRACTOR:**  
\_\_\_\_\_  
\_\_\_\_\_  
Sacramento, CA 95628  
Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
phone: \_\_\_\_\_

By: \_\_\_\_\_  
Tom R. Gray  
General Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

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

Date:

Other authorized representative(s):

Other authorized representative(s):

Shawn Huckaby / Paul Siebensohn

\_\_\_\_\_

**EXHIBIT A**  
**Standard Terms and Conditions**

CONTRACTOR agrees with DISTRICT that:

- a. When the law establishes a professional standard of care for the CONTRACTOR'S services, to the fullest extent permitted by law, CONTRACTOR will immediately defend, indemnify and hold harmless DISTRICT, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the CONTRACTOR'S negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. CONTRACTOR shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of CONTRACTOR'S performance or non-performance of the work hereunder and shall not tender such claims to DISTRICT nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of services, to the fullest extent permitted by law, CONTRACTOR will immediately defend, indemnify and hold harmless DISTRICT, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the CONTRACTOR or CONTRACTOR'S employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of DISTRICT, its directors, officers, employees, or authorized volunteers.
- c. By his/her signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONTRACTOR will comply with such provisions before commencing the performance of the services under this agreement. CONTRACTOR and SUB-CONTRACTORS will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- d. **Minimum Insurance Requirements** – CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or SUB-CONTRACTORS.
- e. CONTRACTOR will file with DISTRICT, before beginning services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to DISTRICT evidencing:
  - a) **Coverage** - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
    - i) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01)

- ii) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto)
- b) **Limit – The CONTRACTOR shall maintain limits no less than the following:**
- i) General liability - coverage of not less than one million (\$1,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage; (\$2,000,000 general and products-completed operations aggregate (if used)).
  - ii) Auto liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit;
  - iii) Workers’ compensation (statutory limits) and employer’s liability (\$1,000,000) (if applicable);
- c) **Required Provisions –**
- i) The general liability coverage shall give Fair Oaks Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01) specifically naming the Fair Oaks Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."
  - ii) The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state “such insurance shall be primary and any insurance, self-insurance or other coverage maintained by DISTRICT, its directors, officers, employees, or authorized volunteers shall not contribute to it.”
  - iii) Coverage is to be placed with a carrier with an A.M. Best rating of no less than A:VII, or equivalent, or as otherwise approved by DISTRICT.
  - iv) The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers.
  - v) In the event that the CONTRACTOR employs other CONTRACTORS (SUB-CONTRACTOR) as part of the work covered by this agreement, it shall be the CONTRACTOR’S responsibility to require and confirm that each SUB-CONTRACTOR meets the minimum insurance requirements specified above.
- f. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- g. If any of the required coverages expire during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) including the general liability additional insured endorsement to DISTRICT at least ten (10) days prior to the expiration date.
- h. CONTRACTOR shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 2 as “other authorized representative(s).”
- i. Payment, unless otherwise specified on Page 1, is to be 45 days after acceptance by DISTRICT.
- j. Permits required by government authorities will be obtained at CONTRACTOR’S expense, and CONTRACTOR will comply with local, state and federal regulations and statutes including, but not limited to Cal/OSHA requirements.
- k. The CONTRACTOR shall execute and maintain the CONTRACTOR’S work to avoid injury or damage to any person or property. The CONTRACTOR shall comply with the requirements and specification relating to safety measures applicable in particular operations or kinds of work.
- l. Any change in the scope of the services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by DISTRICT. CONTRACTOR’S “authorized representative(s)” has (have) the authority to execute such written change for CONTRACTOR.
- m. **Assignment.** CONTRACTOR shall not assign or transfer this Agreement or any rights or obligations under this Agreement without DISTRICT'S prior written consent, which shall not be unreasonably withheld. A change in control of CONTRACTOR constitutes an assignment under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or obligations thereunder, shall be void and constitutes ground for immediate termination of this Agreement by DISTRICT. This Agreement binds and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

By signing below, the parties have read and agreed to the Standard Terms and Conditions (Exhibit A).

**DISTRICT:**

\_\_\_\_\_  
(Signature)

Print: \_\_\_\_\_

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

**CONTRACTOR:**

\_\_\_\_\_  
(Signature)

Print: \_\_\_\_\_

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

**EXHIBIT B**  
**GENERAL CONDITIONS**

**CONTRACT FORMATION**

Contractor's quotation or proposal is deemed a firm offer and the final signing of this contract by all parties constitutes invocation of all items within the contract and is legally binding.

**Section 1 – RESPONSIBLE PARTIES/DEFINITIONS**

**District:** Whenever the word "District" or alternatively, "FOWD" is used in these General Conditions, it shall be understood to mean the Fair Oaks Water District, and acting by and through its Authorized FOWD Representative.

**Contractor:** The word "Contractor" shall be understood to mean a Contractor (the contracting company) who has a current California State Contractor's License of appropriate class to do the work for which it is contracted to do as defined in the *California Contractor's License Law and Reference Book*; has, when applicable, a current business licenses to perform the work from the local jurisdiction where the work is to be performed; has been approved by the District; and is employed through the District's General Contract documents to complete the scope of work contained therein in accordance with the District's "STANDARD SPECIFICATIONS & STANDARD DRAWINGS" and "EQUIVALENT MATERIALS LIST" for pipeline work, the Contractor shall have a Class A or C34 California Contractor's License.

**County:** Whenever the word "County" is used in these General Conditions, it shall be understood to mean the County of Sacramento.

**Section 2 - CONTRACT DOCUMENTS**

**Contract Defined:** Wherever used herein, the term "Contract" shall mean the Fair Oaks Water District "General Contract", these General Conditions, the bid documents including plans and request for proposal, and any other documents incorporated into the Contract by reference. All of the forgoing documents shall together form the agreement between Contractor and the District, and a reference to any of them shall be deemed to include the entire Contract which shall be read as a whole.

The Contract, which may be supplemented from time to time with additional accepted bids and/or revised contract documents, represents the entire and integrated agreement of the parties and supersedes all prior negotiations, agreements and understandings.

Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

**Conflicts:** In the event of a conflict between the terms and conditions as set forth in this Contract and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Contract shall prevail.

**Plans and General Conditions:** Where conflicts exist between the District Contract and the Plan, then the information in the Contract shall take precedence.

**Change Orders:** Any supplements or changes to the Contract Agreements or Construction issued plans, Individual Work Scope Agreements, Term Contracts or General Category Work Agreements and these General Conditions shall be in writing and presented in the form of a Change Order.

**Addendum:** Any supplements or changes to individual Task Orders shall be in writing and presented in the form of an addendum.

**Consummation of Change Orders and Addenda:** Such Change Orders and Addenda executed as described above shall be effective when thereafter signed by the Contractor's Authorized Representative.

### **Section 3 – SEVERABILITY**

The Contractor and the District agree that any provision of this contract that is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

### **Section 4 – TASK ORDERS** N/A

~~Where Task Orders are specified, and following execution by both the Contractor and Authorized District Representative, the Task Order shall become a supplement to a General Category Work Agreement, provided, however, that no Task Order or combination of Task Orders cumulatively nor individually shall exceed the authorized dollar value, without the Contractor first receiving from the District a duly issued Contract Change Order authorizing such additional expenditures. **NOTE: (1)** The FOWD Contracting Agent named on the bottom of the General Contract form or, Contracting Agent's designee, so named in writing (collectively the "Contracting Agent"), are the only parties authorized to issue Contract Change Orders for FOWD **(2)** The Authorized FOWD Representative named on the top of the General Contract form or the Authorized Representative's designee are authorized to release Task Orders or addendum to previously issued Task Orders. The Authorized Representative's signature (or Designee's) shall also be required where indicated at the bottom of each individual Task Order for such Task Order to be effective against FOWD.~~

### **Section 5 – RESPONSIBILITY FOR WORK**

Until the completion and final acceptance by the District of all the work under and implied by this Agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

### **Section 6 – EXTRA WORK**

The Contractor shall do no extra work except on the written authorization of the District. If the District does authorize extra work, the costs thereof will be added to the monthly invoice upon the completion of the extra work.

### **Section 7 – CONTRACT AMOUNT**

The District agrees to pay and the Contractor agrees to accept, in full payment for the above work, the sum computed in accordance with the actual amount of each item of work performed or material furnished and incorporated in the work, at the unit price which the Contractor bid for each such item in the Contractor's bid, said unit price to be determined as provided in the proposal.

### **Section 8 – PROGRESS AND FINAL PAYMENTS**

1. On a monthly basis, the Contractor shall present to the District a statement showing the amount of labor and materials incorporated in the work during the preceding month. The District personnel shall verify the statement. If accuracy of invoice is satisfactory, a payment will be made in an amount equal to ninety percent (90%) of the value to date, based on the contract price, less any previous payments for all work performed and materials actually used by the Contractor during said period. The remaining ten percent (10%) of the value of the work completed under this contract, if unencumbered, shall be paid after final completion and acceptance of work by the District. Acceptance by the Contractor of said final payment shall constitute a waiver of all claims against the District arising under the Contract Document. The Contractor shall not be paid for any defective, unfinished, disputed, or improper work.
2. Undisputed invoices processing:
  - a) For invoices less than \$25,000, the FOWD will pay the contractor 30 days from the date of invoice.
  - b) For invoices \$25,000 and greater depending on when the invoices are submitted and the timing of the FOWD's Board meeting, the check processing for expenses \$25,000 and greater can take up to 60 days.
3. Pursuant to Part 5, Section 22300 of the Public Contract Code, the Contractor will be permitted to substitute securities for any money withheld by the District to ensure performance under this contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a State or Federally chartered bank in California as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract. At the direction of the District, the securities shall be returned to the Contractor.
4. Alternately, the Contractor may request and the owner shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, Contractor may direct the investment of the payments into the investments upon the same terms provided for in this section for securities deposited by the Contractor. Upon satisfactory completion of the contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section. The Contractor shall pay to each sub-contractor, not later than twenty (20) days following receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each sub-contractor, on the amount of retention withheld to insure the performance of the Contractor.



5. Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.
6. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.
7. Any escrow agreement entered into pursuant to this provision shall be substantially in the form set forth in Section 22300 (e) of the California Public Contract Code.

### **Section 9 – RETENTION OF SUMS CHARGED AGAINST CONTRACTOR**

When, under the provisions of this contract, the District shall charge any sum of money against the Contractor, the District shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor from the District. If, on completion or termination of the Contract, sums due the Contractor are insufficient to pay the District's charges against the Contractor, the District shall have the right to recover the balance from the Contractor.

**Right of the District to Withhold Payments:** In accepting work with the District, the Contractor agrees the District may withhold or cancel the whole or any part of any partial payment or final payment to such an extent as may be reasonably necessary to protect the District from loss due to, but not limited to, any one of the following items or a combination of the items:

1. **Defective Work:** Defective work not remedied, regardless of when any such work may be found to be defective.
2. **Claims or Liens:** Claims or liens filed or reasonable evidence indicating probable filing of claims or liens.
3. **Failure of Contractor to Pay for Goods or Services:** Failure of the Contractor to make payments promptly for labor, material, equipment or other facilities, or to sub-contractors.
4. **Ability of Contractor to Complete for Unearned Balance:** A reasonable that work can be completed for the balance unearned.
5. **Damage to Other Work or Property:** Damage to other work or property which is caused either directly or indirectly by the Contractor.
6. **Pending Notice of Completion:** The District may have a "Notice of Completion" published and withhold final payment pending the outcome of the discovery period and subject to all other applicable provisions of these General Conditions.
7. **Settlement of Back Charges:** Settlement of back charges resulting from bona fide claims on totally unrelated work awarded to the Contractor using otherwise unencumbered funds available from current contracted work.
8. **Provision of Listing of Sub-contractors and Suppliers:** Payment may be withheld until Contractor has provided a list of all sub-contractors, suppliers or others, who have provided

goods and services for work performed, including reasonable time for District to verify Contractor's payment to same.

Whenever the District shall, in accordance herewith, withhold any monies otherwise due to the Contractor, written notice of the amount withheld and the reasons thereof shall be given the Contractor. Once the Contractor has removed the grounds for such withholding, the District will promptly pay to the Contractor any amounts owed to Contractor from the amount withheld.

#### **Section 10 – NOTICES AND INVOICES**

All notices, invoices and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices and payments sent by United States mail shall be addressed to the designated FOWD and Contractor Authorized Representatives, as applicable, as indicated on the General Contract. When so addressed, all such notices, invoices and payments shall be deemed given upon two days following deposit in the United States mail, all postage prepaid. In all other instances, notices, invoices, and payments shall be deemed given at the time of actual receipt.

#### **Section 11 – NO WAIVER BY PAYMENT**

Payment to the Contractor or occupation of the project by the District shall not relieve the Contractor of liability for defective materials or quality of the work used in the completion of the project or for failure to construct the project according to specifications. Acceptance by the Contractor of any payment provided for in this contract shall be a representation by the Contractor to the District that all work performed before the payment became due has been completed by Contractor in accordance with the terms of the contract and according to the specifications.

#### **Section 12 – WAGE RATES**

The Contractor acknowledges that the Contractor has examined the California State Prevailing Wage Determination made by the Director of the California Department of Industrial Relations and agrees to pay workers not less than the stipulated wage rates. Contractor shall provide the District with current DIR registration number and copies of the prevailing wage payroll.

#### **Section 13 – EIGHT HOUR DAY LIMITATION**

Contractor agrees that 8 hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any sub-contractor, doing or contracting to do any part of the Work under this Contract, shall be required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week; provided that subject to California Labor Code section 1815, a worker may perform work in excess of 8 hours per day or 40 hours per week at not less than one and one-half times the basic rate of pay.

#### **Section 14 – INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless and defend the District, its directors, officers, employees, consultants or authorized volunteers, and each of them from and against:

1. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including the District and/or the Contractor, or any

- directors, officers, employees, or authorized volunteers of the District or the Contractor, and damages to or destruction of property of any person, including but not limited to, the District and/or the Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of the District or its directors, officers, employees, or authorized volunteers, except the sole negligence or willful misconduct or gross negligence of the District or its directors, officers, employees, or authorized volunteers;
2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
  3. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.
  4. The Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District or District's directors, officers, employees, or authorized volunteers arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement.
  5. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the District or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding.
  6. The Contractor shall reimburse the District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
  7. The Contractor agrees to carry insurance for this purpose as set out in the specifications. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, or its directors, officers, employees or authorized volunteers.

#### **Section 15 – SAFETY**

The Contractor shall execute and maintain the Contractor's work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

1. In the performance of this contract the contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of

Transportation Omnibus Transportation Employee Testing Act related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

2. Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.
3. It is a condition of this contract, and shall be made a condition of each sub-contract which the contractor enters into pursuant to this contract, that the contractor and any sub-contractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.
4. The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify Fair Oaks Water District and the utility owner if he/she disturbs, disconnects, or damages any utility.
5. In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to Fair Oaks Water District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by Fair Oaks Water District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a

Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to Fair Oaks Water District before work begins.

6. In the event of damage to any property or bodily injury to any person, the Contractor's Representative will provide immediate verbal notification (to be followed by a detailed written report thereon within forty-eight (48) hours) to the FOWD Inspector, or alternatively, to the Authorized FOWD Representative named in the Contract Agreement, or alternatively, Task Order.

## **Section 16 – INSURANCE**

### **Worker's Compensation**

By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the services under this Agreement. Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement and shall file a certificate of insurance satisfactory to the Fair Oaks Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate required by Labor Code Section 3700.

### **Commercial General Liability and Automotive Liability Insurance**

The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

**Coverage** - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto)

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

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

### **Required Insurance Provisions**

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

1. The District, its directors, officers, employees, or authorized volunteers are to be given insured status (via ISO endorsement at least as broad as CG 20 10 11 85 or **both** CG 20 10 10 01 and CG 20 37 10 01 (or earlier edition date), or insurer's equivalent for general liability coverage) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract") and all Sub-contractors hired by Contractor must also have the same forms or coverage at least as broad (via CG 20 38 04 13) with respects to liability arising out of activities performed by or on behalf of the Contractors including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, Contractor's insurance shall be primary insurance (with at least as broad as ISO CG 20 01 04 13) as respects to the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
4. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District.
6. Such liability insurance shall indemnify the Contractor and the sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or the sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation and removal of lateral support.
8. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.
9. Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

10. All of the insurance shall be provided on policy forms and through companies satisfactory to the District. The insuring companies shall have a current A.M. Best rating of no less than A-VII or equivalent or as otherwise approved by the District.
11. The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease.
12. The Contractor shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by the District. Such insurance shall include explosion, collapse, underground excavation and removal of lateral support. The District shall be a named insured on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her sub-contractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District.
13. The insurer shall waive all rights of subrogation against the District, its directors, officers, employees, or authorized volunteers.

#### **Evidences of Insurance**

Prior to execution of the agreement, the Contractor shall file with Fair Oaks Water District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against Fair Oaks Water District (if builder's risk insurance is applicable). Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions 1-5 above. The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

#### **Continuation of Coverage**

The Contractor shall, upon demand of Fair Oaks Water District deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement when any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against Fair Oaks Water District (if builder's risk insurance is applicable) to Fair Oaks Water District at least ten (10) days prior to the expiration date.

### **Section 17 – BONDS**

**Maintenance Bond:** Prior to the District Acceptance Letter issuance for the new water facilities constructed by the Contractor per project documents, the Contractor shall furnish an overall maintenance bond or corporate surety bond, payable to the District. This bond, which shall be executed by a duly licensed surety company authorized to do business in the State of California, shall protect the District against the results of any failure attributable to any cause, including, but not limited to, faulty material, poor workmanship, and defective equipment or damage of the work occurring within the Guarantee period under the provisions of the Guarantee.

The bond shall guarantee the Contractor's responsibility as outlined above for a period of one (1) year or shall remain in effect for as long as the Guarantee remains in effect. The bond shall be provided on forms to be approved by the District and shall be in the sum of not less than one hundred percent (100%) of awarded amount including any change orders issued during the project construction.

The bonds must comply with California Civil Code sections 3247 and 3248 and applicable provisions of the California Bond and Undertaking Law (Cal. Code of Civil Procedure § 995.010 et seq.).

### **Section 18 – SUB-CONTRACTORS**

None of this work may be delegated or sub-contracted without written consent of the District prior to work started. The successful bidder shall not assign its work or any of its rights hereunder to another contractor. The District may require written documentation of qualifications and references for any sub-contractor being considered for District approval to perform any part of any work under this Contract.

In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

The General Contract shall bind Contractor's sub-contractors, successors and assigns, and that Contractor shall cause its employee, agents, and sub-contractors to comply with all requirements of the General Contract and these General Conditions.

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, Contractor shall immediately discontinue all work under the Contract and District will withhold all Contract payments due or that become due until notice is received by District that such insurance has been restored in full force and effect and that the premiums therefore have been paid for a period satisfactory to the District.

### **Section 19 – GUARANTEE**

The Guarantee shall cover all materials, workmanship, or equipment used for by Contractor for project construction. This Guarantee shall be submitted to the DISTRICT prior to issue the contract on the Guarantee form provided with this document and shall remain in effect for a period of one (1) year from the date of issuance of Preliminary Acceptance Letter by the DISTRICT for completed project.



Should any failure of the work occur within the Guarantee period (one year from the Preliminary Acceptance Letter issue date) attributable to any cause, including, but not limited to, faulty materials, poor workmanship, or defective equipment, the CONTRACTOR shall promptly make the needed repairs at its expense. In addition, where the DISTRICT deems applicable, should damage from any cause occur during subsequent construction work within the same project, the CONTRACTOR shall promptly make the needed repairs at its expense.

The CONTRACTOR shall repair any trench settlement and comply with Sacramento County encroachment permit requirements during the Guarantee period. Provided no outstanding liens remain against the Guarantee, the DISTRICT shall maintain and operate the system for one (1) year from the date of acceptance.

### **Section 20 – LAWS, REGULATIONS AND PERMITS**

The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, the Contractor shall promptly notify the District appointed engineer in writing and any necessary changes shall be made by written instruction or change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to the District appointed engineer, the Contractor shall bear all costs arising there from.

All necessary permits or similar authorizations required for this construction as per the "Construction Issued" Plans for such work will be obtained by the District unless otherwise stated. Copies of all permits will be furnished to the Contractor. Bonds that may be required to obtain the permits shall be furnished by the Contractor. Contractor shall maintain a copy of such permits with the Crew installing the work.

### **Section 21 – AUTHORIZED PERSONNEL**

Contractor shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is listed as "other authorized representative(s)."

### **Section 22 – UNLAWFUL HARASSMENT**

The District is committed to providing a work environment free of unlawful harassment. The Contractor and sub-contractors shall adhere to the District's policy prohibiting sexual harassment, and harassment based on pregnancy, childbirth, or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulations. All such harassment is unlawful. District's anti-harassment policy applies to all persons, including but not limited to contractors and sub-contractors involved in the operation of the District and prohibits unlawful harassment by any employee of the District, including supervisors, coworkers, contractors and sub-contractors.

### **Section 23 – SCOPE OF WORK**

The Contractor shall furnish all labor, materials, equipment, tools, facilities and transportation necessary to perform the work submitted in the bid proposal. Work must be performed and

completed in accordance with Standard Specifications to the satisfaction of the District, and in the manner designated in, and in strict conformity with the Contract Documents.

Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing by a supplemental agreement by the Fair Oaks Water District. Contractor's "authorized representative(s)" has (have) the authority to execute such written change for Contractor.

#### **Section 24 – DISTRICT’S RIGHT TO TERMINATE RIGHT TO PROCEED**

If the 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 Contract, or any extension thereof, or fails to complete said work within such time, the District General Manager may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the District may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor shall be liable to the District for any excess cost occasioned the District thereby, until such reasonable time as may be required for the final completion of the work.

#### **Section 25 – ASSIGNMENT BY CONTRACTOR**

This contract is for the personal services of the Contractor in construction of the project and the Contractor may not assign this contract, or delegate Contractor's duties under this contract to any other person or entity without the written consent of District.

1. **Proof of Financial Responsibility:** All suppliers and/or carriers hired or used by Contractor or FOWD (including, without limitation, suppliers and/or carriers of hazardous materials) shall provide FOWD with proof of financial responsibility in accordance with all applicable law, including, without limitation, the Federal Motor Carrier Act of 1980, as amended, the rules and regulations of the Federal Interstate Commerce Commission and applicable state law.
2. **Shut Downs and Shut Down Fees:** For all shut-downs, a forty-eight (48) hour minimum advance notice must be given by the Contractor to the District at the address indicated on the bid sheet. All shut-downs must be made by District personnel. The District will charge the Contractor a shut-down fee when the Contractor works overtime or on weekends for its own convenience. The District shut-down fee will be \$100 per day or actual time and material cost incurred by the District, whichever is greater. The Contractor must have prior approval for such shut-downs from the District’s designee so named in writing.
3. **Traffic Control and Safety Regulations:** Contractor assumes the responsibility to observe all applicable federal, state and local laws, regulations and guidelines in the performance of its work, including without limitation the regulations established by O.S.H.A. and the Work Area Traffic Control Handbook, current edition (Los Angeles: Building News, Inc.) and to perform all work in a safe and prudent manner. Without in any way limiting that responsibility or assuming responsibility for safety, FOWD is particularly concerned that the following rules are strictly observed:

A supervisor shall be present at all times to ensure that all personnel at the job site perform in accordance with all applicable safety requirements; and

All personnel at the job site shall be properly equipped and attired, including an approved hard hat, protective eye wear, orange safety vest and appropriate breathing apparatus as may be required for protection from paint fumes; and

Safety/Warning Signs shall be placed around the perimeter of the work area. Work performed in streets shall have safety devices in place in accordance with the Work Area Traffic Control Handbook and other applicable governmental rules and regulations.

4. **Damage to Property:** The Contractor shall assume the risk of all loss of or damage to property or materials during the progress of said work. The Contractor shall not disturb the facilities of other utilities or other underground structures, and it shall be liable for damages caused by its operations. Where such information is available, some effort has been made to designate the approximate location and kind of known substructures as shown on the plans, but this shall not relieve the Contractor of its responsibility to protect any and all utility lines, shown or not shown on the plan, during the performance of its work under this Contract. The Contractor shall provide a minimum of forty-eight (48) hours notice of intent to start work to those agencies having substructures in or jurisdiction over the construction area including but not necessarily limited to Underground Service Alert.
5. **Coordination of Work:** The Contractor shall be responsible to plan and coordinate its work with other contractors working in the same project area. Loss or damage resulting from a failure to so plan or coordinate shall be the Contractor's sole responsibility.
6. **Pre-Inspection of Site:** It shall be the Contractor's responsibility to ascertain the existence of any conditions affecting the work which would have been disclosed by reasonable examination of the site. The Contractor shall, upon discovering any conditions not indicated on the plans, immediately bring them to the attention of the District's assigned representative.
7. **Location of Connections:** The Contractor shall, unless instructed to the contrary by the District, excavate and expose existing District facilities at all locations where a connection (tie-in) is to be made, as shown on the plans, and shall verify that such conditions are as indicated on the plan **prior** to requesting a shutdown of existing mains.

The Contractor shall field locate points of connection or tie-in when not designated on the plan. Forty-eight (48) hours advance notification is required. Conditions differing from those indicate on the plan and requiring additional material, or material with different dimensions, shall be brought to the attention of the District's assigned representative immediately.

Any additional expenses incurred by the Contractor as a result of failure to verify existing conditions shall be considered its expense solely and will not be reimbursed by the District.

8. **Performance of Work:** Where conflicts or omissions arise involving performance of work by the Contractor under the District's Technical Specifications, then the following priority shall be observed:

- a. Fair Oaks Water District Construction documents.
- b. Standards of the American Water Works Association.
- c. Standard Specifications for Public Works Construction.
- d. Requirements of federal, state, county and local law.

#### **Section 26 – NOTICE TO START WORK**

1. **Pre-Construction Meeting:** When the cost of the jobs exceeds \$10,000, or otherwise when directed in writing by the District, the Contractor shall arrange for a pre-construction meeting to be held at the job site or other suitable location. It shall be the Contractor's responsibility to notify all utilities and agencies maintaining facilities or having jurisdiction within the area of work as well as the District's Inspector when assigned, or alternative, the assigned Authorized FOWD Representative.
2. **Scheduling of Work:** Prior to the start of any work, the Contractor shall upon request submit its proposed construction schedule in the form of a tabulation, chart, graph or as otherwise reasonably requested in sufficient detail to show the chronological relationship of all activities of the project, including the estimated number of working days for each phase when more than one phase is involved.
3. **Scheduled Start Date:** The Contractor, in accepting individual contracts, agrees to start the work within ten (10) working days after receipt of contract and verbal request from the Authorized FOWD Representative named on page one of the District's General Contract to start the work, or alternatively, on the date as indicated by the District as a condition of award in its original bid request and further included in its General Contract. Failure of Contractor to start the work in accordance with the provisions of this Article shall be grounds for termination.
4. **Change to Previously Scheduled Start Dates:** The District reserves the right to determine the sequence by which jobs are to be performed when the Contractor has been awarded more than one job with the District. In the event of scheduling conflicts where more than one District entity is involved, the District's Director of Operations Support shall determine the priority. The District further reserves the right to adjust the order of priority for its convenience at no additional cost to the District where the Contractor has not yet commenced mobilization of a previously scheduled job.
5. **Supervision of Work:** The Contractor shall provide the Authorized FOWD Representative named on page 1 (one) of the District's General Contract with the name of the supervisor responsible for the work. Such notification shall be provided a minimum of two (2) working days in advance of the scheduled start date. The Contractor shall assure that all work performed for the District is at all times supervised and staffed by qualified personnel thoroughly equipped and trained in the skills required to fulfill the work, and that such employees and agents will, at all times, comply with all applicable laws, ordinances and regulations (including, without limitation, all safety regulations, applicable to persons at a project site) that may in any manner apply to the performance of its work. The Contractor assumes all liability for loss, damage or injury to the person or property of itself and its owners, officers, agents and employees.

6. **Protection of Work and Clean up:** Until the final completion of the work and acceptance thereof by the District, the Contractor shall care for and maintain all areas affected by its construction. The Contractor shall properly remove all debris, rubbish, and spoils from the site of the work after its completion and prior to acceptance thereof by the District.

The Contractor shall immediately remove any item posing a safety hazard and at the end of each working day remove or otherwise move from view all items presenting an untidy appearance.

All landscaping must be restored to its original condition and to the satisfaction of the District. Potentially sensitive situations should be videotaped by Contractor prior to commencement of the work.

Dust control shall be maintained as specified in Section 7-8 of the "*Standard Specifications for Public Works Construction*", current edition.

7. **Inspection Fees:** The District will charge the Contractor an inspection fee only when the Contractor, for its own convenience, elects to work outside of the defined work day.

Inspection request for weekends and holidays must be received in writing by Authorized FOWD Representative named in the Contract Agreement, or alternatively Task Order.

8. The foregoing in no way limits the obligation of the Contractor to assume full responsibility for the observance of all applicable safety and occupational health rules and regulations.

## **Section 27 – TERMINATION OF CONTRACT AGREEMENTS**

**Termination Resulting from Delays by Contractor:** If the District determines that the Contractor is not diligently pursuing the work, the District will so notify the Contractor in writing, specifying what steps need to be taken to correct the situation. The additional cost to the Contractor in rectifying the situation, if any, shall be its sole cost and responsibility. Failure by the Contractor to take the necessary steps to commence the work within 15 calendar days of notice to proceed or to diligently complete the work may result in cancellation of the remaining work. Any additional cost to the District due to such cancellation of work shall be the Contractor's responsibility, and no further payment if any will be made by the District until all cost are determined. Contractor will be given written notice of termination.

**Termination Resulting From Default by Contractor:** When, in the opinion of the District, the Contractor is not performing its obligations in accordance with the Contract, or has become insolvent, or has sub-contracted work without the written approval of the District, the Contract may be canceled. In the event of cancellation, the Contractor shall be paid for the actual amount of work completed less any damages or expense incurred by the District as a result of such cancellation. If the District's damages or expenses so incurred exceed amounts due to Contractor, Contractor shall pay the District the difference upon demand. Payment for actual work completed will be based on bid prices or fractions thereof and field evaluation of work completed. The District will not be held liable for damages to the Contractor resulting from cancellation for the reasons set forth above. The Contractor shall be notified in writing specifying the reasons for cancellation, and notice shall be served upon the Surety when appropriate. Contractor will be given written notice of termination.

### **Section 28 – ENTIRE AGREEMENT**

**Entire Understanding:** These General Conditions and the provisions and specifications contained in the General Contract form; FOWD Pipeline Requisition; Individual Work Scope Agreements; Term Contracts, and General Category Work Agreements, including awarded Task Orders thereto, and including attachments incorporated in such agreements by reference, represent the entire understanding for such Contract Agreements between the District and Contractor and any negotiations, proposals or oral agreements are intended to be integrated in such agreements and to be superseded by such Contract Agreements. By executing the one-page General Contract form, Contractor waives all provisions of any printed form of agreement supplied or prepared by it that might otherwise be incorporated into a Contract Agreement, to the extent any such document is inconsistent with these General Conditions, excepting as noted below.

### **Section 29 – ATTORNEYS' FEES**

Should any litigation be commenced between the parties to this agreement concerning the project, any provisions of this contract, or the rights and obligations of either in relation thereto, the party prevailing in the litigation shall be entitled to a reasonable sum as and for the party's attorneys' fees in the litigation.

### **Section 30 – ARBITRATION**

**Basis for Settling Disputes and Disagreements:** Any dispute or disagreement arising between Contractor and District in connection with a breach or alleged breach of the Contract Agreements, including Task Orders and/or these General Conditions governing such Contract Agreements, that is not resolved to the mutual satisfaction of the parties within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party informs the other in writing that such dispute or disagreement exists, shall be solely and finally settled by a single arbitrator in accordance with the Commercial Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association (the "AAA"), in effect on the date that such notice is given, with the following exception: The party that demands arbitration of the unresolved dispute or disagreement shall in writing specify the matter to be submitted to arbitration and at the same time choose and nominate a competent person to act as the arbitrator. Within fourteen (14) days after receipt of such written notice, the other party shall indicate in writing its concurrence or non-concurrence in the arbitrator nominated by the other party. If the parties concur in the proposed arbitrator, that arbitrator shall promptly resolve the question in dispute or disagreement in accordance with the Arbitration Rules. If the parties fail to concur in the proposed arbitrator, then upon application by either party, the dispute or disagreement shall be referred for resolution by a single arbitrator appointed in accordance with the Arbitration Rules by the AAA.

- 1. Performance of Work During Arbitration:** Notwithstanding this Section 25, during the pendency of any arbitration proceedings, unless otherwise requested by FOWD, Contractor shall proceed diligently with performance of the Contract Agreements and Contractor and FOWD shall continue to be bound thereby.
- 2. Location for Arbitration Proceedings:** Any arbitration proceedings hereunder shall be conducted in Sacramento County, California.
- 3. Arbitration Award:** The arbitration award shall be made final and binding upon the Contractor and District and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

- 4. **Cost of Arbitration:** Each party shall bear the cost of preparing and presenting its case; but the cost of arbitration, including the fees and expenses of the arbitrator(s), will be paid solely by the losing party.
  
- 5. **Survival of Arbitration Rights Beyond Termination of Contract Agreements:** This Section 25 shall survive termination of any Contract Agreement, including any applicable Task Order and these General Conditions governing such agreements with respect to all claims pending at the time of termination.

By signing below, the parties have read and agreed to the General Conditions (Exhibit B).

**DISTRICT:**

**CONTRACTOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Print: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

**EXHIBIT C**  
**Maintenance Bond & Guarantee**



**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_  
\_\_\_\_\_, having an office at \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter called **CONTRACTOR**, and \_\_\_\_\_  
\_\_\_\_\_ having an office at \_\_\_\_\_  
\_\_\_\_\_, as Surety, hereinafter  
called Surety, are held and firmly bound unto the \_\_\_\_\_  
\_\_\_\_\_

having an office at \_\_\_\_\_, as Obligee,  
hereinafter called **DISTRICT**, for the use and benefit of claimants as herein below defined, in the amount of  
(\_\_\_\_\_), for the payment whereof **CONTRACTOR** and Surety bind themselves, their heirs, executors,  
administrations, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **CONTRACTOR** has by written agreement dated \_\_\_\_\_, 2022, entered  
into a Contract with the **DISTRICT** for the construction of the project titled RELOCATE MAIN AT  
CALIFORNIA AVENUE AND TEMESCAL ST., in accordance with the project documents including  
improvement plan for the project, FOWD Standard Drawings and Specifications, General Conditions, Contract  
documents, Request for Bid documents, and project schedule.

NOW, THEREFORE, the condition of this obligation is such that, if **CONTRACTOR** shall promptly  
and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full  
force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the **DISTRICT**.

Whenever **CONTRACTOR** shall be and declared by **DISTRICT** to be in default under the Contract,  
the Surety shall promptly remedy the default. If the **DISTRICT** terminates the Contract for such default, the  
following precautions shall govern the liability of the **CONTRACTOR** and the Surety hereunder.

In the event of such termination, the **CONTRACTOR** and the Surety shall remain fully liable to the  
**DISTRICT** for the **CONTRACTOR'S** failure to timely complete the Contract, any additional costs incurred by  
the **DISTRICT** in completing the Contract, and liquidated damages from the originally scheduled completion  
date to the date of the actual completion of the work by the **DISTRICT**.

In the event of such termination, the Surety Company may elect to take over and complete performance of  
the Contract by giving written notice to the **DISTRICT** of such determination within seven (7) days of the  
**DISTRICT'S** mailing of notice of termination to the Surety and actually commencing completion with fourteen  
(14) days of the **DISTRICT'S** notice to the Surety. The Surety shall fully complete the work by the originally

scheduled date of completion and the CONTRACTOR and the Surety shall remain liable to the DISTRICT for all damages sustained by the DISTRICT and for liquidated damages for delay.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due or before the expiration of two (2) years from the Date of Substantial Completion of the Project, whichever is later.

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESS:

\_\_\_\_\_  
CONTRACTOR (SEAL)

By \_\_\_\_\_

(Witness) \_\_\_\_\_

(Title) \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
(Name of Surety) (SEAL)

By \_\_\_\_\_  
(Attach Power of Attorney)

(Witness) \_\_\_\_\_

(Title) \_\_\_\_\_

**GUARANTEE LETTER**

(To be submitted by the Applicant/Contractor)

DATE: \_\_\_\_\_

FROM: Applicant's/Contractor's Name: \_\_\_\_\_

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

Applicant's/Contractor's Phone Number: \_\_\_\_\_

TO: Fair Oaks Water District  
10326 Fair Oaks Boulevard  
Fair Oaks, Ca. 95628-7187

REGARDING:(Project/Subdivision) \_\_\_\_\_

(Location/Streets) \_\_\_\_\_

The contract amount for water construction only: \$\_\_\_\_\_

Officials of Fair Oaks Water District:

We hereby guarantee that the construction performed under the Approved Plans dated \_\_\_\_\_, 20\_\_\_\_, for the above-named project has been done in accordance with approved drawings and Fair Oaks Water District Standard Construction Specifications and that work as installed will fulfill requirements of the Guarantee. We agree that the District to repair or replace at our expense any or all of our work, together with any other adjacent work that may be displaced in the process, should any failure or damage of the work occur, attributable to any cause, including, but not limited to, faulty materials, poor workmanship, defective equipment, and damage occurring during building construction, for a period of one (1) year from date of pre- acceptance of above-named project by the District.

In the event of any failure described above we, collectively or separately, authorize the District to have the defects or damage repaired and made good at our expense, and we will promptly honor and pay the costs and charges for repairs. In the event of failure on our part, we further promise to pay attorney's fees as a court with jurisdiction in the matter shall decide, should the enforcement or interpretation of this Guarantee Letter or any part thereof require legal action.

\_\_\_\_\_  
Applicant's/Contractor's Signature

Notary Seal \_\_\_\_\_