

NEVADA IRRIGATION DISTRICT

(Est. 1921)



CONTRACT DOCUMENTS FOR
NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)

September 15, 2026

Prepared under the direction of:

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NEVADA IRRIGATION DISTRICT
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NEVADA IRRIGATION DISTRICT

(Est. 1921)

NID HYDRO FIELD OFFICE RENOVATION 148-152 WHITCOMB (Project #C0011)

REQUEST FOR SEALED QUOTES

The NEVADA IRRIGATION DISTRICT (District) is requesting your sealed Quote for construction of the **NID HYDRO FIELD OFFICE RENOVATION – 148-152 WHITCOMB**, as set forth in the Contract Documents entitled **NID HYDRO FIELD OFFICE RENOVATION – 148-152 WHITCOMB (Project #C0011)** (Project). The party submitting a Quote shall be hereafter referred to as “Quoter.”

LOCATION OF AND DESCRIPTION OF WORK

The Project is located in Colfax, California (Placer County) at 148-152 Whitcomb Avenue. The work consists of renovation of existing office and warehouse facility; including reconfiguration of 9,242 sq ft of interior office and support spaces and improvements to the site circulation and parking. Accessibility and life-safety features are updated to current code requirements, including restrooms, door clearances, and exiting provisions. Work will also include replacement of the existing HVAC and lighting; and modification of the existing fire suppression system for the renovated office.

CONTRACTOR'S LICENSE

This Contract requires that the successful Quoter hold a valid California Contractor's License in the following classification: B

CONTRACTOR AND SUBCONTRACTOR REGISTRATION

A Quoter or subcontractor shall not be qualified to submit a Quote; be listed in a Quote, as required by Section 4104 of the Public Contract Code; or engage in the performance of this contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code. A Quote will not be accepted, nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

QUOTE SUBMITTALS

The Quote must be submitted on the forms provided in the Contract Documents. The Quotes must be sealed in an envelope bearing the Quoter's name and address, endorsed in bold letters, as **"Sealed Quote – NID HYDRO FIELD OFFICE RENOVATION – 148-152 WHITCOMB (Project**

#C0011),” and addressed to “Baltej Gill,” Nevada Irrigation District, 1036 West Main Street, Grass Valley, California 95945.”

The District’s main office will receive the sealed Quotes until 3:00 P.M. local time on October 20, 2026. Sealed Quotes received by the District after this deadline, for whatever reason, including, but not limited to, incorrect address or delivery by courier to the wrong District department, will be returned unopened. The Quoter assumes all responsibility for the proper and prompt delivery of the sealed Quote to the District’s main office by 3:00 P.M. (*local time*).

PLACE AND TIME FOR QUOTATION OPENING

Quotes will be opened publicly at the District’s main office in Grass Valley, California, located at 1036 West Main Street. The Quote opening is scheduled for 3:05 PM local time on October 20, 2026.

PRE-QUOTE PROJECT TOUR

The District will hold a mandatory pre-Quote guided tour of the project on Wednesday, September 30, 2026, starting at 9:00 AM. Plan holders unable to attend may make arrangements through **Baltej Gill**, to inspect the site. Prospective Quoters must provide their transportation for the pre-Quote site visit.

QUOTE GUARANTY

All Quotes must be accompanied by a guaranty in the form of a cashier’s check, certified check, or bond, all made payable to the District or cash. The guaranty shall be in an amount equal to 10 percent (10%) of the amount of the Quote. If a Bond guaranteeing the Quote is supplied, it must be on the form provided.

CONTRACT DOCUMENTS

The Contract Documents include this Notice Requesting Sealed Quotes, Instructions to Quoters, Quote Forms, the Contract, Contract Bond Forms, General Conditions, Special Conditions, Technical Specifications, and the Contract Plans, and any and all documents specified in [Section 1-1.03 of the General Conditions](#) are to be considered by reference as part of the Contract Documents (The Contract).

NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

Quoters are cautioned as follows: By signing the Quote, the Quoter will be deemed to have signed and agreed to the provisions of the “Certification of Non-segregated Facilities” as stated on the Contract form.

BASIS FOR SELECTION

Selection of the successful contractor for the Project is not subject to laws or regulations governing sealed bids. The District expressly reserves the right to award the contract based on considerations other than the lowest Quote, and in selecting the successful Quoter, it is not required to accept the lowest responsive Quote submitted by a responsible Quoter. Those submitting Quotes in response to this Request for Quotes will be evaluated using the criteria listed below. History obtained by the District from current and previous projects and customers of the respondent may be used in evaluating the Quoter under some of the criteria:

- a. Professional excellence.

- b. Competence demonstrated to the satisfaction of the District in the performance of the type of work to be provided, including without limitation the number and satisfaction of other customers and history of complaints.
- c. The ability of respondents to perform the scope of work within a reasonable timeframe.
- d. The respondent's record of meeting project schedules and deadlines.
- e. The nature, quality, and relevance of recently completed work, including without limitation construction, citizen complaints, post-construction disputes, change orders, claims, demands, and litigation, including administrative actions before or brought by regulatory agencies.
- f. Qualifications Statement: The Contractor shall have successfully completed a minimum of three (3) comparable tenant commercial projects of a similar nature to this project, equal to or larger than 4,600 square feet within the last 5 years. See Qualifications Statement section.
- g. Quoted Price: Nevada Irrigation District reserves the right to reject any or all Quotes, to make an award on the basis of its judgment, exercised in its sole discretion, of suitability to purpose or superior quality, to accept other than the lowest cost proposal or to use any other selection criteria the District believes is deemed to be in the best interest of the District.
- h. Contractors submitting quotations on contracts greater than \$4 Million dollars are required to make a good-faith effort to meet the criteria listed in Section 6-1.24, or to explain why meeting such criteria was not feasible. A contractor submitting a Quote subject to Section 6-1.24, will be expected to seek local participation under this policy a minimum of 25% of the total contract Quoted price.

AWARD OF CONTRACT

- a. If awarded, the contract will be awarded to the Quote which in the District's judgment best meets the Basis for Selection criteria.
- b. The District may when in its interest, reject any or all Quotes or waive any informality in any Quotes received.
- c. The District may accept any item or combination of items of a Quote and reject others.
- d. The award of the contract to the selected Quoter, if made, will be made within 70 days after the opening of the Quotes. If the selected Quoter refuses or fails to execute the contract, the District may award the contract to the second selected Quoter. Such award, if made, will be made within 110 days after the opening of Quotes. If the second selected Quoter refuses or fails to execute the contract, the District may award the contract to the third selected Quoter. Such award, if made, will be made within 120 days after the opening of the Quotes. The period of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the District and the Quoter concerned.
- e. The best interest of the District is the ultimate determining factor.

PERFORMANCE AND PAYMENT BONDS

The selected Quoter, upon entering into the Contract, will be required to furnish a Performance Bond and a Labor and Material Payment Bond, on forms supplied by the District, each for not less than 100 percent of the total Quote. Quoter's attention is directed to the INSTRUCTIONS TO QUOTERS for information regarding additional bonds and guaranties.

WITHHELD CONTRACT FUNDS

The Contract Documents include provisions to withhold monies due the Contractor to ensure performance under the Contract. These provisions also permit the substitution of securities for monies withheld from Contract payments in accordance with Section 22300 of the Public Contract Code.

PUBLIC WORK; PREVAILING WAGE RATES

This project is "public work" subject to payment of prevailing wage rates. Other relevant public work requirements include: Keeping accurate records of the work performed on the project (Labor Code § 1812); permitting inspection of the payroll records (Labor Code § 1776; 8 C.C.R. § 16400(e)); Maintaining necessary workers' compensation coverage (Labor Code §§ 1860, 1861); using the appropriate number of apprentices on the job site (Labor Code § 1777.5); and complying with all other legal requirements, including but not limited to those found in Labor Code Sections 1720-1861 and 8 C.C.R. Sections 16000-16414.

No contractor or subcontractor may be listed in the Quote unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. No contractor or subcontractor will be awarded the Contract for this project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The District has determined the general prevailing rates of wages for the crafts, classifications, or types of workers required for the work, in the locality of the work. Said rates are accessible on the Internet under the heading "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1". The Internet address is <http://www.dir.ca.gov/>.

SAFETY OF OPEN EXCAVATIONS

Pursuant to the provisions of the California Labor Code, Section 6707, each proposal submitted in response to this Request for Sealed Quotes shall contain as a Quote item the cost of all works, materials, and labor of whatsoever kind, required in regard to providing adequate sheeting, shoring and bracing (or equivalent methods for protecting life and limb) which shall conform to all applicable safety requirements and orders in regard to the construction and installation of pipelines, boring and jacking pits, and all similar trenches, tunnels, and open excavations of any kind.

CONTACT PERSON: Baltej Gill, Assistant Engineer, **(530) 271-6862**

NEVADA IRRIGATION DISTRICT

By



Date: 09/15/2026

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

INSTRUCTIONS TO QUOTERS

PREPARATION OF QUOTES

- a. The Quoter's Acknowledgment included herein must be signed in the name of the Quoter and must bear the signature in longhand of the person or persons duly authorized to sign the Quote. The Quoter must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. If the Quote is made by an individual, he/she shall sign his/her full name and his/her address shall be given; if it is made by a partnership, it shall be signed with the partnership name and address by an authorized principal of the partnership, who shall also sign their own name; if made by a joint venture, each joint venturer shall sign the acknowledgment; and if it is made by a corporation, the name and address of the corporation shall be shown, and the Quote signed by its duly authorized officer or officers attested by the corporate seal. When Quotes are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf or a member of a partnership, a "Power of Attorney" must be on file with the District prior to opening Quotes or shall be submitted with the Quote; otherwise, the Quote may be rejected as irregular and unauthorized. Quotes must be submitted on the standard Quote form included herein. All blank spaces for Quote prices must be appropriately filled in, handwritten in ink, or typewritten. The Quote Form shall be initialed by the person or persons signing the Quote in the space provided therein.
- b. The Quote submitted must not contain any erasures, interlineations, or corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction, the initials of the person, or persons, signing the Quote.
- c. The sealed envelope submitted by each Quoter shall contain only one complete set of the Quote Forms which include the Quote Forms Cover Letter, Quote Schedule, the Quoter Bond, List of Subcontractors, Equipment/Material Source/Supplier Information Form, Statement of Qualifications, Non-Collusion Affidavit, California Fair Employment Practices and Housing Act Certification, Clean Air and Water Certification (if applicable) and Quoter's Acknowledgment. Please note the checklist located at the end of these instructions.
- d. Any alteration of the Quote form, additions not called for, conditional or qualified Quote, or incomplete Quote will be cause for rejection of the Quote.
- e. Quotes shall not contain any recapitulation of the work to be done.

QUANTITY OF WORK TO BE PERFORMED

- a. The Quote Forms furnished by the District will show an estimate of the various quantities and kinds of work to be performed or materials to be furnished, with a schedule of items for which Quote prices are required.
- b. The quantities given in the Quote Forms, the Notice Requesting Sealed Quotes, and Contract are approximate only, being given as a basis for the comparison of Quotes. The District does not expressly, or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work, as may be deemed necessary or advisable by the District.

EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

Quoters shall read the Contract Documents, examine the drawings, review any available geotechnical information, visit the site, and make their estimates of the existing facilities and the difficulties that will be encountered during the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. The submission of a Quote shall be deemed conclusive evidence that the Quoter has investigated and is satisfied as to the conditions to be encountered, character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the Quote, plans, specifications, and the contract. No claim for additional compensation will be allowed which is based upon the lack of knowledge of any Contract Documents.

PRE-QUOTE PROJECT TOUR

The District will hold a mandatory pre-Quote guided tour of the project on Wednesday, September 30, 2026, starting at 9:00 AM. Plan holders unable to attend may make arrangements through **Baltej Gill**, to inspect the site. Prospective Quoters must provide their transportation for the pre-Quote site visit.

SUBSURFACE INVESTIGATION

The District has not conducted a subsurface investigation at the project site.

INTERPRETATION OF PLANS AND SPECIFICATIONS

If any person contemplating the submittal of a Quote for the proposed contract is in doubt as to the true meaning of any requirement of the Contract Documents or finds any discrepancies in, or omissions therefrom, he/she may submit to Nevada Irrigation District, 1036 West Main Street, Grass Valley, CA 95945, a written request for an interpretation or correction thereof. Such written requests may be sent via e-mail to **gillb@nidwater.com**. The written request must be received at least ten (10) calendar days prior to the date fixed for opening of Quotes. The person making the request will be responsible for its prompt delivery. Where considered appropriate by the District, responses to written requests will be made in addenda issued to all registered plan holders. The District will not be responsible for any other explanations or interpretation of the Contract Documents other than through an addendum. Oral interpretations of any provision in the Contract Documents given before the award of the contract will not be binding.

ADDENDA AND QUOTER'S ACKNOWLEDGMENT

Any addenda issued with these Contract Documents or issued during the time of quoting shall be considered as part of the Contract Documents and shall be reflected in the Quote. Any addenda not accompanying these Contract Documents at the time of acquisition by the prospective Quoter shall be mailed to him/her by certified mail. Receipt of all addenda shall be acknowledged in the Quote Forms on the Quoter's Acknowledgment in the spaces provided thereon. Failure to properly acknowledge receipt of all addenda may result in the Quote being rejected as non-responsive.

COMPLETING THE QUOTE SCHEDULE

The Quote schedule shall be filled out using a typewriter or hand printing in ink. All dollar amounts shall be shown in figures in the correct blank spaces provided therein. All Quote items shall be filled out, including all Quote items designated as "Alternatives" or "Deducts", if applicable. The Quoter shall sign the completed Quote schedule in the appropriate space. The District shall not be responsible for errors or omissions in the Quote.

QUOTE GUARANTY

Each Quoter shall submit with their Quote a guaranty in the form of an unconditional cashier's check or certified check drawn on a solvent bank, state or national; or a Quoter's bond with a responsible corporate surety, on the form enclosed herein; or cash. Said Quote guaranty shall be in a sum not less than ten percent (10%) of the amount of the Quote, and checks or Quoter's bond shall be made payable to the District. The Quote guaranty shall be provided as a guaranty that the Quoter will, if an award is made to the Quoter in accordance with the terms of his/her Quote, promptly execute a contract in the required form and furnish the contract bonds and insurance documents as required in the Contract Documents. If a Quoter's bond is used as the Quote guaranty, it shall be furnished on the forms provided in the Quote Forms and shall include appropriate authorization of the signatory to execute the bond. If a cashier's or certified check is used as the Quote guaranty, it shall state on the check form "**Quote Guaranty - Nevada Irrigation District, Project #C0011.**" See instructions under paragraph "Failure to Execute Contract" for forfeiture of Quote security or bond.

IDENTIFICATION OF SUBCONTRACTORS

Pursuant to the requirements of the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, commencing with Section 4100, the Quoter shall submit a list of subcontractors who will perform work or labor or render services to the prime contractor in conjunction with this contract when said work, labor, or services exceed one-half of one percent (1/2 of 1%) of their total Quote. This list of subcontractors shall include the name and the location of the place of business of each subcontractor and shall be submitted in the form provided in these Contract Documents along with the Quote at the time and place described in the Notice Inviting Sealed Quotes. All subcontractors so identified or used on the project must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Omission of named subcontractors from any Quote under the aforesaid Public Contract Code provision constitutes an agreement by the Quoter to perform that work himself/herself, and subsequent subletting of the work cannot be permitted by the District except by a determination, reduced to writing, of public emergency or necessity as specified in Section 4109 of the Public Contract Code.

WORK PERFORMED BY CONTRACTOR'S ORGANIZATION

The successful Quoter shall perform with its own organization and employees, work amounting to not less than fifty percent (50%) of the original total contract price including the cost of materials, equipment, and labor, except that any work designated as "Specialty Items" on the Quote schedule may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with their own organization. Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item Quote price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the contract item Quote price, determined from information submitted by the Contractor, subject to approval by the District.

SUBSTITUTION OF SUBCONTRACTOR

No Contractor, whose Quote has been submitted, shall substitute a subcontractor in place of the one listed in the original Quote, except under those situations listed in Section 4107 of the Public Contract Code, and with consent of the District.

LIST OF EQUIPMENT AND MATERIAL SOURCES AND SUPPLIERS

Certain items of major equipment to be provided under this Contract are tabulated on the Equipment/Material Source/Supplier Information Form included with the Quote Documents. Quoters

shall write in the name of the manufacturer or supplier for each major equipment item and submit the form with the Quote. By so indicating, the Quoter warrants that equipment manufactured and/or supplied by the named manufacturer will be provided on the project unless review of submittals or performance under test reveals that the equipment does not meet the requirements of the Contract Documents. Failure to indicate a manufacturer or supplier for any single item on the form may render the Quote unresponsive and may be a basis for rejection of the Quote. Do not list a subcontractor as a manufacturer or supplier.

CALIFORNIA FAIR EMPLOYMENT PRACTICES AND HOUSING ACT CERTIFICATION

The Quoter shall execute a California Fair Employment Practices and Housing Act Certification in the space provided in the Quote form in accordance with the requirements of the California Fair Employment Practices and Housing Act. Any Quote lacking such certification may be rejected.

CLEAN AIR AND WATER CERTIFICATION

The Quoter shall execute a clean air and water certification only if the Quote, or the highest possible total of Quote alternate combinations allowed, exceeds \$100,000. The certification, if required, shall be executed in the space provided in the Quote forms in accordance with the requirements of the Clean Air and Water Acts. See General Conditions, Section 5 under "Laws to be Observed", subsection "Clean Air and Water Contract Act" for further information. Any Quote requiring such certification that is lacking such certification will be rejected.

QUOTER'S ACKNOWLEDGMENT

The Quoter shall also supply and execute the Quoter's Acknowledgment, stating the type and amount of Quote guaranty being supplied and acknowledging all addenda received.

QUALIFICATIONS STATEMENT

The Quoter shall complete all sections on the Statement of Qualification applicable to the business structure (Corporation, Partnership, Joint Venture, Sole Proprietorship), complete Schedule A Schedule B, and Schedule C. All questions must have a response. For any question in which the response is "Yes", provide the requested information. The Statement of Qualifications must be signed by an individual authorized to execute agreements/contracts on behalf of the quoter's firm.

SUBMITTAL OF QUOTES

Each Quote, along with the Quote guaranty, and all other necessary documents must be submitted in a sealed envelope that bears the Quoter's name and address, is endorsed in bold letters as **"Sealed Quote – NID HYDRO FIELD OFFICE RENOVATION 148-152 WHITCOMB (Project #C0011)"** and addressed to **Baltej Gill**, Nevada Irrigation District, 1036 W. Main Street, Grass Valley, California 95945," clearly marked on the outside of the sealed envelope. Quoter's attention is directed to these instructions under "Document Check List for All Quoters". The Quoter's attention is also directed to the "Request for Sealed Quotes" for additional Quote submittal instructions. **Electronic submission of Quotes will not be accepted.**

MODIFICATION OF QUOTE OR QUOTE DOCUMENTS

Modifications of a Quote or Quote documents already submitted to the District will be considered only if the modification is received by the District Engineer prior to the time established for receiving Quotes, only if the modification is made in writing, executed, sealed, and submitted in the same form and manner as the original Quote, and only if the modification is submitted by the Quoter or authorized representative. The envelope shall be clearly marked that it contains a modified Quote. Sealed envelopes containing modified Quotes shall be opened and read aloud at the time and place

fixed for opening and reading of the Quotes. Oral modifications to a Quote, either in person, by telephone, or otherwise will not be considered.

WITHDRAWAL OF QUOTES

Any Quoter may withdraw their Quote either personally or by written or telegraphic request prior to the time set for opening Quotes. The withdrawal of a Quote shall not prejudice the right of a Quoter to file a new Quote. After the opening of Quotes, the Quoter may not withdraw their Quote for a period of one hundred and twenty (120) days.

OPENING OF QUOTES

- a. Quotes will be received at the Business office of the Nevada Irrigation District, in Grass Valley, California, until the day and times as specified in the "Request for Sealed Quotes". Any Quotes received after the scheduled closing time for receipt of Quotes will be returned to the Quoter unopened.
- b. Following the closing time for receipt of Quotes, but on the same day, Quotes properly received will be publicly opened and read aloud. After the public opening, all Quotes received shall be checked and examined by the District.
- c. Any Quote received and read at the public opening and not rejected for cause will remain as a binding Quote for a period of at least one hundred and twenty (120) days or until the Contract has been signed, whichever occurs first.

INTERPRETATION OF QUOTE AND UNIT PRICES

The Quoter shall state the unit prices or the specific lump sums as the case may be, for which he/she proposes to supply all labor, superintendence, materials, supplies, equipment, tools, plant, and other facilities, and perform the work required by the Contract Documents. Prices shall include all shipping and handling and all applicable federal, state, and local taxes. Where both a Quote item unit price and item total price are required to be furnished and there is disagreement between the extended unit price and item total price entered by Quoter, the Quote item unit price shall govern, and the total item price shall be disregarded.

REJECTION OF QUOTES

Quotes may be rejected if they show any alteration of form, additions not called for, elimination of information called for, conditional Quotes, incomplete Quotes, erasures, or irregularities of any kind. When Quotes are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney" must be on file with the Quote; otherwise, the Quote will be rejected as irregular and unauthorized.

DISQUALIFICATION OF QUOTERS

- a. More than one Quote from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Pursuant to Public Contracting Code, Section 7106, Quoters shall execute and furnish with their Quotes, the Non-Collision Affidavit included with the Quote Forms. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested in more than one Quote for the work contemplated may cause the rejection of all Quotes in which such individual, firm, partnership, corporation, or combination thereof is interested.
- b. Unbalancing of unit prices is specifically not allowed and will constitute cause for rejection of Quote.

- c. All Quotes shall be submitted in good faith and if there is any reason for believing that collusion, price fixing, or submitting of false Quotes exists among the Quoters or suppliers, any or all Quotes may be rejected.
- d. All Quotes shall include a Qualification Statement. Failure to complete a Qualification Statement will result in rejection of quotes. The Qualification Statement must be complete and submitted in good faith. The Qualification Statement shall reflect that the Contractor has successfully completed a minimum of three (3) comparable tenant commercial projects of a similar nature to this project, equal to or larger than 4,600 square feet within the last 5 years.

SELECTION OF PROPOSAL

Selection of the Proposal will be based on the proposal that best meets the selection criteria set forth in the Request for Sealed Quotes - Basis of Selection.

RELIEF OF QUOTERS

The provisions of Public Contract Code Section 5103 et seq shall govern relief for mistakes, and Quoters are directed to the provisions of Public Contracts Code Section 5103 and in particular to the requirement therein that if a mistake is claimed, the Quoter shall give the District written notice, within five (5) calendar days after the opening of the Quotes, of the alleged mistake, specifying in the notice in detail how the mistake occurred and how it made the Quote materially different than intended. Withdrawal will not be permitted for mistakes resulting from errors in judgment, carelessness in inspecting the site of the work, or reading of the Contract Documents.

AWARD OF CONTRACT

Award of the Contract will be based on the criteria set forth in the Request for Sealed Quotes – Award of Contract.

EXECUTION OF CONTRACT

- a. Upon receiving notice of the award of the contract, the successful Quoter shall sign the contract as provided in the contract documents. This signed contract, along with other documents as may be required by the Contract Documents, including, but not limited to, performance bond, labor and material payment bond, and insurance certificates and endorsements, will be delivered to the District office within fifteen (15) calendar days following receipt of the Notice of Award.
- b. Upon receipt and approval of the signed contract and other required documents from the successful Quoter, the Contract will be signed and executed on behalf of the District.

The Contract shall become effective on the date executed by the District and shall be deemed to have been made at the location of the District's principal place of business, Grass Valley, Nevada County, California. No actual work shall be performed until a written Notice to Proceed has been issued by the District and the requirements of 6-1.06 of the General Conditions have been met.

FAILURE TO FILE BONDS, INSURANCE AND/OR EXECUTE CONTRACT

- a. Failure to submit an executed contract and the required bonds and associated contract documents within the time specified shall be considered a substantial failure to comply with the Quote requirements. If Quoter fails to file the executed contract and acceptable

bonds and certificates of insurance within said fifteen (15) calendar-day period following notice of award, the award will be annulled and the Quote guaranty forfeited, and the District may award to the next ranked Quoter.

- b. If a Quoter to whom an award is made fails or refuses for any reason to execute the contract, or fails to furnish any or all of the required insurance or contract bonds, all within the allotted time stated in these instructions under "Execution of Contract," it is agreed and stipulated between District and the Quoter to whom the award is made, that damage will be sustained by the District and it is currently contemplated by the parties and estimated by the parties that it will be impracticable and extremely difficult to fully ascertain and determine the actual damage which the District will sustain by such delay. The District and all parties who submit a Quote under this Request for Sealed Quotes, shall be deemed to have jointly studied and attempted to estimate the damages suffered by the District by such delay under these circumstances, and to agree and stipulate, that the amount of the Quote guaranty is agreed to as the liquidated damages which shall be payable by such Quoter and shall be collected and held by the District thereafter, as the sole property of the District as full compensation for the damages suffered by the District as a result of delay in performance and award of the contract and all other damages suffered by the District.

RETURN OF QUOTE GUARANTY

All Quote guaranties shall be held until the contract has been fully executed by both the Contractor and the District. Guaranties in the form of checks or cash shall be returned to Quoters. Quote bonds shall be destroyed unless their return is requested.

CONTRACT BONDS

- a. The Quoter to whom the contract is awarded will be required to furnish two (2) contract bonds in a form and at the time hereinafter described.
 1. The Performance Bond shall be in the form provided in the Contract Documents and in an amount not less than one hundred percent (100%) of the contract price. This bond shall be with a responsible corporate surety or sureties and insure the faithful performance by said Quoter of all covenants and stipulations in the contract, including the term of any warranty. This bond shall be provided at the time the signed contract is delivered to the District.
 2. The Labor and Material Payment Bond shall be in the form provided in the Contract Documents and in an amount not less than one hundred percent (100%) of the contract price. This bond shall be with a responsible corporate surety or sureties and shall insure payment for all labor, services, supplies, and materials or other genuine obligations arising from the fulfillment of this contract. This bond shall be provided at the time the signed contract is delivered to the District.
- b. The surety or sureties on all bonds furnished must be satisfactory to the District. The party required to furnish bonds pursuant to these instructions shall furnish such bonds at their own cost and expense. The District reserves the right to reject any bond if, in the opinion of the District, the surety's acknowledgment is not in the form included in the contract documents, or not in another form substantially as prescribed by law.
- c. All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds, and the sureties do by executing and issuing contract bonds under the terms and conditions of this contract, agree and

consent to such alterations, extensions of time, extra and additional work and all other specifications, and agree to their coverage under the terms of the contract bonds.

INSURANCE POLICIES AND BONDS

The Quoter's attention is directed to the Insurance Code of California with reference to the writing of insurance policies and bonds covering risks located in this State, and the premiums and commissions thereon. Prior to the District executing the Contract, and before starting construction, the successful Quoter must submit acceptable certificates of insurance and endorsements, along with other required bonds and documents as evidence that the requirement of said code and the requirements as set forth in the General Conditions of these contract documents has been observed and fulfilled. The Quoter's attention is directed to Section 8 of the General Conditions entitled "Bonding and Liability Insurance" for specific bonding and insurance requirements.

SAFETY

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The duty of the District to conduct a construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site. District staff will not enter areas that are deemed unsafe and will not accept facilities that are not inspected.

LAWS AND REGULATIONS

The Quoter's attention is directed to the fact that all federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

DOCUMENT CHECKLIST FOR ALL QUOTERS

Include with Quote in sealed envelope:

- 1) Quote Forms Cover Letter (initial)
- 2) Quote Schedule (sign)
- 3) Quote Guaranty (cashier's check, certified check, cash, or Quoter's bond)
- 4) List of Subcontractors (initial)
- 5) Equipment/Material Source/Supplier Information Form (initial)
- 6) Non-Collusion Affidavit (sign)
- 7) California Fair Employment and Housing Act Certification (sign)
- 8) Clean Air and Water Certification, if required (sign)
- 9) Quoter's Acknowledgment (sign & acknowledge addenda)
- 10) Qualifications Statement (signed)

DOCUMENT CHECKLIST FOR SUCCESSFUL QUOTER

The District must receive within ten (10) calendar days following the receipt of the Notice of the Award the following documents meeting the requirements contained in the contract specifications:

- 1) The signed Contract
- 2) Performance Bond (100%)
- 3) Labor and Material Payment Bond (100%)
- 4) All required insurance documentation (see Section 8, General Conditions).

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

Quote Forms

COVER LETTER

To: The Honorable Board of Directors
Nevada Irrigation District
1036 West Main Street
Grass Valley, California 95945

Hereinafter called the "District:"

The undersigned Quoter, in compliance with your Request for Sealed Quotes for the construction of the *NID HYDRO FIELD OFFICE Renovation 148-152 WHITCOMB Project C#0011*, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, material and supplies, and equipment, required to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated in the accompanying Quote Schedule.

The Quote prices set forth in the Quote Schedule are to cover all costs incurred in performing the work required under the contract documents of which this Quote is a part.

Quoter hereby agrees to commence work under this Contract within fifteen (15) days from the date of the written "Notice to Proceed" by the District and achieve final completion by the dates specified in the Contract Documents. Time extensions will be allowed in accordance with the General Conditions of these specifications.

Quoter further agrees to pay the District as liquidated damages, the sum of \$1000 for each consecutive calendar day for which the work and obligations of the Contract remain incomplete beyond the date of Contract Final Completion or milestones as outlined in Section 10-6 as amended by time extensions granted by the District.

Quoter's Initials

*Quote forms shall include all of the following:

- | | |
|---|---|
| 1. Quote Forms Cover Letter | 6. Non-Collusion Affidavit |
| 2. Quote Schedule | 7. California Fair Employment and Housing Act Certification |
| 3. Quote Guaranty (Bond or Check) | 8. Clean Air and Water Certification |
| 4. List of Subcontractors | 9. Quoter's Acknowledgment |
| 5. Equipment/Material Source/Supplier Info. | 10. Qualifications Statement |

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

Quote Schedule

Pursuant to the NOTICE INVITING SEALED QUOTES and the INSTRUCTIONS TO QUOTERS, the undersigned, on award by the Nevada Irrigation District, hereby proposes and agrees to provide all necessary bonds, furnish all labor, and furnish and install any and all materials, equipment, and services for the construction of NID HYDRO FIELD OFFICE Renovation 148-152 WHITCOMB (Project #C0011) in accordance with the Contract Documents at the prices named in this Quote Schedule as follows:

QUOTE

Item	Descriptions	Qty.	Unit	Cost	Extended AMOUNT
1	Mobilization/Demobilization	1	LS		
2	Traffic Control and construction signage	1	LS		
3	Survey	1	LS		
4	BMPs/Water Control Plan	1	LS		
5	Inspection fees	1	LS		
6	Demolition	1	LS		
7	Hazardous material abatement	1	LS		
8	ADA Improvements - Civil Sheets	1	LS		
9	Hydro-office renovation	1	LS		
10	Office furniture	1	LS		
11	Window Treatments	1	LS		
12	Contract Close-out	1	LS		
	<i>Total Base Quote Price</i>				

Total Quote Price in words: _____

Quoter's Company

Quoter's Signature

See Request for Sealed Quotes Section for Basis for Selection and Award of Contract terms.

Quoter's Address: _____

Quoter's CLSB No.: _____ Quoter's PWCR No.: _____

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

List of Subcontractors

Pursuant to the California Public Contract Code, Section 4100, et. seq., the undersigned Quoter sets forth the name and location of place of business of each subcontractor who will perform work or labor or render service to the Quoter under this contract in excess of one-half of one percent (1/2 of 1%) of the total amount shown in the Quote and shall also list the items or portion of the work which will be done by such subcontractor. *If none - state same on first line and initial at bottom of page. **Failure to comply with this requirement may cause rejection of the Quote.***

Subcontractor: Name: _____
CA License No. _____ Address: _____
License Class _____
Expiration Date _____ Phone No. _____
Portion of Work _____ *PWCR No. _____
Email Address: _____

Subcontractor: Name: _____
CA License No. _____ Address: _____
License Class _____
Expiration Date _____ Phone No. _____
Portion of Work _____ *PWCR No. _____
Email Address: _____

Subcontractor: Name: _____
CA License No. _____ Address: _____
License Class _____
Expiration Date _____ Phone No. _____
Portion of Work _____ *PWCR No. _____
Email Address: _____

*Public Works Contractor Registration (PWCR)

Additional numbered pages may be attached to this page if needed. Identify each additional page with " Project #C0011."

(Quoter shall complete and submit with Quote)

Quoter's Initials

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

Equipment / Material Source / Supplier Information Form

The Quoter shall indicate opposite each item of equipment or material listed below the name of the manufacturer (list only one per item) and supplier of the equipment or material (list only one per item) proposed to be furnished under the Quote. Awarding of a contract under this Quote will not imply approval by the District of the manufacturers or suppliers listed by the Quoter. No substitution will be permitted unless equipment or materials of the listed manufacturer or supplier cannot meet the specifications. ***Failure to comply with this requirement or listing of equipment and materials that do not meet the specification may cause rejection of the Quote.***

<u>ITEM</u>	<u>MANUFACTURER</u> <u>(Do not list Subcontractor)</u>	<u>SUPPLIER</u> <u>(Do not list Subcontractor)</u>
1) Drain grates		
2) Conduit		
3) Pull boxes		
4) PVC Drain Pipe		
5) AC Paving		
6) Concrete		
7) Fencing and Gates		
8) Prefabricated Steel Stairs		
9) Lumber		
10) Insulation		
11) Glazing		
12) Metal Frame		
13) Drywall		
14) HVAC Ducting		
15) Sewer ABS Piping		
16) Potable water Copper piping		
17) Electrical Panels		
18) AV System		
19) Building Security		

Quoter's Initials

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

Equipment / Material Source / Supplier Information Form

The Quoter shall indicate opposite each item of equipment or material listed below the name of the manufacturer (list only one per item) and supplier of the equipment or material (list only one per item) proposed to be furnished under the Quote. Awarding of a contract under this Quote will not imply approval by the District of the manufacturers or suppliers listed by the Quoter. No substitution will be permitted unless equipment or materials of the listed manufacturer or supplier cannot meet the specifications. ***Failure to comply with this requirement or listing of equipment and materials that do not meet the specification may cause rejection of the Quote.***

ITEM	MANUFACTURER (Do not list Subcontractor)	SUPPLIER (Do not list Subcontractor)
20) Office Furniture		
21) Window Treatments		
22) Water Heater		
23) Pump		
24) Doors		
25) Hardware Sets		
26) Plumbing fixtures		
27) Lighting fixtures		
28) Paint and finishes		
29) Tile		
30) Carpet		

Quoter's Initials

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

Non-Collusion Affidavit

State of California)
)ss.
County of Nevada)

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

Signature

Name and Title of Quoter

Date

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

State of California
County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____,
_____, proved to me on the basis of
satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature _____

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

California Fair Employment and Housing Act

To: The Honorable Board of Directors
Nevada Irrigation District
1036 West Main Street
Grass Valley, California 95945

The undersigned in submitting this Quote for performing the following work by Contract, hereby certifies that he/she has or will comply with the California Fair Employment and Housing Act imposed by California Labor Code Section 1735 which provides in part:

A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code.

Construction of:

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

(Name of Quoter)

(Signature of Quoter)

(Business Address)

Dated _____ 20 ____

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

Clean Air and Water Certification

*See Section 5-1.01 of the General Conditions
for further information on preparing this Certificate*

To: The Honorable Board of Directors
Nevada Irrigation District
1036 West Main Street
Grass Valley, California 95945

The undersigned in submitting this Quote for performing the work by contract on *NID HYDRO FIELD OFFICE Renovation 148-152 WHITCOMB (Project #C0011)* hereby certifies the following:

- a. Any facility to be utilized in the performance of this proposed contract has ☐; has not ☐ (check one) been listed on the Environmental Protection Agency List of Violating Facilities.
- b. The Quoter will promptly notify the District's Director of Engineering prior to award of contract, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities.
- c. The Quoter will include substantially this certification, including this paragraph (c) in every nonexempt subcontract.

Name of Quoter

Signature of Quoter
(see note below)

(Business Address)

Dated _____

Note: This certificate must be completed only if the Quote, or the highest possible total of Quote alternate combinations allowed, exceeds \$100,000. Please complete item (a) above when completing this form.

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

Quoter's Acknowledgment

The undersigned has/have checked carefully all figures in the Quote Schedule and understands that the Nevada Irrigation District (District) will not be responsible for any errors or omissions in the Quote Schedule on the part of the undersigned in making up this Quote. Accompanying this Quote is a Quote bond ☐, cashier's check ☐, or cash ☐, (check one) in the amount of \$ _____,

which it is agreed, pursuant to Instructions to Quoters, shall be retained as liquidated damages by the District if the undersigned fails to execute the contract and furnish the necessary bonds, and insurance policies, as specified, within ten (10) days after written notice of the award of contract to the undersigned and presentation to him/her of the prescribed forms for signature. Also accompanying this Quote is a "Quote Forms Cover Letter", the "Quote Schedule," the "List of Subcontractors", "Equipment/Material Source/Supplier Information Form", a properly executed "Fair Employment Practices Certification," and a properly executed "Clean Air and Water Certification," if required. In submitting this Quote, it is understood that the right is reserved by the District to reject any and all Quotes. Quoter agrees that this Quote may not be withdrawn for a period of ninety (90) calendar days from the opening thereof.

QUOTER _____

BY _____
(Signature) (Title)

TELEPHONE NUMBER _____

DATED _____

Receipt of the following Addenda is hereby acknowledged:

Addendum No. _____ Quoter's Initials _____

Addendum No. _____ Quoter's Initials _____

Addendum No. _____ Quoter's Initials _____

Addendum No. _____ Quoter's Initials _____

Addendum No. _____ Quoter's Initials _____

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

Qualifications Statement

Submitted by:

Name of Organization _____

Name of Individual _____

Title _____

Telephone _____

Submitted to:

Name: Baltej Gill, Nevada Irrigation District

Address 1036 W. Main Street, Grass Valley CA 95945

Telephone 530-271-6862

Project Name and Description:

The Project is located in Colfax, California (Placer County) at 148-152 WHITCOMB Avenue. The work consists of renovation of existing office and warehouse facility; including reconfiguration of 9,242 sq ft of interior office and support spaces and improvements to the site circulation and parking. Accessibility and life-safety features are updated to current code requirements, including restrooms, door clearances, and exiting provisions. Work will also include replacement of the existing HVAC and lighting; and modification of the existing fire suppression system for the renovated office.

CONTRACTOR's General Business Information:

Check If:

☐ Corporation ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship

If Corporation:

a. Date and State of Incorporation

b. List of Executive Officers

Name	Title

If Partnership:

a. Date and State of Organization

b. List of Current General Partners

c. Type of Partnership

☐ General ☐ Publicly Traded

☐ Limited ☐ Other (describe): _____

If Joint Venture:

a. Date and State of Organization

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *)

If Sole Proprietorship:

a. Date and State of Organization

b. Name and Address of Owner or Owners

1. On Schedule A, attached, list tenant commercial construction projects completed by this organization in the past five (5) years. (If joint venture, list each participant's projects separately.)

2. On Schedule B, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately.)

3. Name of surety company and name, address, and phone number of agent.

4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563? ☐ Yes ☐ No

If yes, show names and addresses of affiliated companies.

5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any construction contract awarded to it?

☐ Yes ☐ No

If yes, describe circumstances on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?

☐ Yes ☐ No

If yes, describe circumstances on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

☐ Yes ☐ No

If yes, describe circumstances on attachment.

9. Indicate general types of work performed with your own work force.

10. If required, can your organization provide a bid bond for this project?

☐ Yes ☐ No

11. What is your approximate total bonding capacity?

☐ \$500,000 to \$2,000,000 ☐ \$5,000,000 to \$10,000,000

☐ \$2,000,000 to \$5,000,000 ☐ \$10,000,000 or more

12. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

13. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank

Address

Account Manager

Telephone

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By: _____

Title: _____

Dated: _____

SCHEDULE A

TENANT COMMERCIAL CONSTRUCTION PROJECTS COMPLETED IN PAST 5 YEARS

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Square Footage	Reference/Contact Include Address and Phone

SCHEDULE B

CURRENT PROJECTS UNDER CONSTRUCTION

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Square Footage	Reference/Contact Include Address and Phone

SCHEDULE C
PERSONNEL

Name	Position	Date started with this organization	Date started in construction	Prior positions and experience in construction

**SUPPLEMENTARY INSTRUCTIONS FOR
CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT
FOR ENGINEERED CONSTRUCTION**

Projects with Value up to \$5,000,000

The Bidder must demonstrate a minimum of four (4) years experience in projects similar in nature and scope to this project. At least four Key Personnel employed by the Bidder must have minimum of five (5) years experience in similar construction projects. The Bidder must demonstrate Successful Completion during the last five (5) years of at least three (3) project comparable in nature and scope to this project with a minimum square footage of 4,600 and one project with a dollar value of at least 60% of the value bid for this project. The Bidder must have an employee, to be dedicated to this project, who is experienced in scheduling, with demonstrated ability in employing scheduling techniques similar to those to be used for this project.

Projects with Value in Excess of \$5,000,000

The Bidder must have a minimum of five (5) years experience in projects similar in nature and scope to this project. At least four of the Bidder's Key Personnel must have minimum of five (5) years experience in similar construction projects. The Bidder must demonstrate Successful Completion of at least five (5) projects similar in nature and scope to this project with a minimum square footage of 4,600 and one of which with a dollar value of at least 65% of the value bid of this project or 65% of the equivalent cost per construction year, both within the past five years. The Bidder must demonstrate that it has an experienced employee who will serve as the scheduler; who is dedicated to this project; who has successfully employed scheduling techniques appropriate for this project. At least two (2) Key Personnel for this project must have completed at least two (2) projects, similar in scope and nature to the project being bid, as an employee of the Company bidding this project.

Definitions

- A. Key Personnel: Defined as individual who will be directly assigned to this project. Includes, but is not limited to, the OWNER, the Principals of the Bidder, the Project Manager the Project Superintendent, the Scheduler, the Bidder's Construction Engineer, and Supervisory personnel such as the Foremen who will be directly assigned to this project. Resumes of Key Personnel must be submitted and accepted by the OWNER in order for Bidder to receive the Award.
- B. Successful Completion: Defined as completion of a project on time, which generally means no more than thirty (30) days later than the original contract time allocated. It also means within budget, which generally means within 5% of the original contract price. If there is any project submitted by the Bidder as qualifying, but which does not meet these requirements, in order to be fully responsive the Bidder is required to submit detailed information on that project demonstrating what caused the increases to cost or time. The name and telephone numbers of the Design Engineer and the Client are to be provided for evaluation to determine whether the project may be considered successful. For any project where liquidated damages were assessed, the Bidder will not be considered to have been on time.

References

- A. References contained in this Qualification Statement are an intricate part of Bidder's qualifications. References must be accurate. Bidder authorizes OWNER'S representative to verify any and all information contained in the Qualification Statement from references contained herein and hereby releases all those concerned providing information as a reference from any liability in connection with any information they give.

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)
Quoter's Bond**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____ as Principal, and
_____ as Surety, are
hereby held and firmly bound unto Nevada Irrigation District, Grass Valley, State of California, in the
penal sum of

_____ for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors, and assigns.

Signed, this ____ day of _____ 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the Nevada
Irrigation District a certain Quote, attached hereto and hereby made a part hereof to enter into a
contract in writing, to construct the PROJECT NAME, including all appurtenances and other facilities,
all as set forth in the Contract Documents entitled *NID HYDRO FIELD OFFICE Renovation 148-152
WHITCOMB (Project #C0011)*

NOW, THEREFORE,

- a. If said Quote shall be rejected, or in the alternate
- b. If said Quote shall be accepted and the Principal shall execute and deliver a contract in
the form of Contract attached hereto (properly completed in accordance with said Quote)
and shall furnish a bond for their faithful performance of said contract, and for the
payment of all persons performing labor or furnishing materials in connection
therewith, and shall in all other respects perform the agreement created by the
acceptance of said Quote, then this obligation shall be void, otherwise the same shall
remain in force and effect; it being expressly understood and agreed that the liability
of the Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated. The Surety, for value received, hereby
stipulates and agrees that the obligation of said Surety and its bond shall in no way be
impaired or affected by any extension of time within which the Nevada Irrigation District
may accept such Quote; and said Surety does hereby waive notice of any such
extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

By _____

By _____

Surety

By _____

By _____



NEVADA IRRIGATION DISTRICT

(EST. 1921)

CONTRACT

NID HYDRO FIELD OFFICE RENOVATION 148-152 WHITCOMB (Project #C0011)

THIS AGREEMENT, made and entered into this _____ day of _____, 20____
by and between (1) _____ acting
herein through it's (2) _____
hereinafter called "Contractor" and the Nevada Irrigation District, hereinafter called "District".

This Contract shall become effective on the date executed by the District and shall be deemed to have been made at the location of the District's principal place of business, Grass Valley, Nevada County, California.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, the Contractor hereby agrees with the District to commence and complete the construction described as follows:

NID HYDRO FIELD OFFICE Renovation 148-152 WHITCOMB (Project #C0011) hereinafter called the Project, for the sum of **(price in written words)** _____ **(\$** _____ **)**, and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his/her (it's or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project at the prices stated in the Quote in accordance with the conditions set forth in the General Conditions, Special Conditions, Technical Specifications and Contract drawings of the Contract Documents, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, and any and all of, but not limited to the items listed in [Section 1-1.03](#), incorporated herein by reference, all of which are made a part hereof and collectively evidence and constitute the Contract

The Contractor hereby agrees to commence work under this Contract within fifteen (15) days from the date of the written "Notice to Proceed" by the District.

The Contractor hereby agrees and shall have the facilities finally completed within the time specified in Section 10-6 of the Special Conditions. The Contractor further agrees to pay as liquidated damages, the sum of \$1000 for each consecutive calendar day thereafter for any portion of the work that remains unfinished after the date set for milestone completion or final completion in the Contract Documents, as modified by extensions of time granted by the District by written Change Order.

Contractor is hereby notified that schedules of the prevailing rate of per diem wages are accessible through the Internet at <http://www.dir.ca.gov/> and, by appointment, may be viewed at the District Engineer's office at the District's main office located in Grass Valley, California. The Contractor hereby agrees to post the appropriate schedule of prevailing wages at the site or sites of work.

The District agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions as provided in the General and Special Conditions of the Contract, and to make payments on account thereof as set forth in the Technical Provisions of the Contract. Review of payment requests and time of payment shall be governed by the provisions of Section 20104.50 of the Public Contract Code, a summary of which is contained in Section 7 of the General Conditions under "Progress Payments".

The Contractor has reviewed and understands the provisions of Section 7 of the General Conditions entitled "Progress Payments", "Performance Retention", and "Retention Accounting Options". The Contractor agrees and covenants that the performance retention

(Here, specify method: either "shall be retained by the District and will not accrue interest" or "may be substituted for by the Contractor using securities," or "will be paid directly to escrow agent)."

This Contract will be interpreted and enforced according to the laws of the State of California. Should litigation arise, related to the enforcement or interpretation of this Contract, Contractor and District agree that such litigation shall be brought, and venue will lie in the County of Nevada, State of California, before the Superior Court of the State of California, County of Nevada. Contractor shall insure that contracts with each of its subcontractors contain a venue clause consistent with the terms and conditions hereof.

CERTIFICATION OF WORKER'S COMPENSATION INSURANCE:

By signing this Contract, the Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with such provisions before commencing the performance of the work of this Contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES:

By signing this Contract, the federally assisted Construction Contractor certifies that the contractor does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under their control, where segregated facilities are maintained. The federally assisted Construction Contractor agrees that a breach of his/her certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted Construction Contractor agrees that (except where the contractor has obtained identical certifications from proposed subcontractors for specific time periods) the contractor will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he/she will retain such certifications in his/her files.

MERGER:

This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged and superseded by this Agreement. In entering

into this Agreement, neither party has relied upon any statement representation, warranty, or agreement of the other party except for those expressly contained in this Agreement.

AMENDMENT:

The Parties may not amend this Agreement, except by written agreement of the parties.

COUNTERPARTS AND ELECTRONIC SIGNATURES: This CONTRACT may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement. This CONTRACT may be executed by a party's signature transmitted by electronic means, including electronic signatures via DocuSign or other vendors, and copies of this CONTRACT executed and delivered by means of electronic signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon electronic signatures, including signatures via DocuSign, as if such signatures were originals. All parties hereto agree that an electronic signature page may be introduced into evidence in any proceeding arising out of or related to this CONTRACT as if it were an original signature page.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in the year and day first above mentioned.

CONTRACTOR

NEVADA IRRIGATION DISTRICT

(1) _____

By: _____

Signature

Jennifer Hanson, General Manager

(2) _____

Printed Name and Title

Attest:

Attest:

(3) _____

Secretary

Secretary

(Seal)

(Seal)

1) Name of Contractor

2) Title of signatory official

3) Secretary of the District should attest. If Contractor is a corporation, Secretary should attest. Give proper title of each person executing Contract.

*CONTRACTOR shall attach a Corporate Resolution authorizing an individual to execute agreements/contracts on behalf of a corporation.

NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
 _____ a (2) _____ hereinafter
 called "Principal" and (3) _____ of
 _____ State of _____ hereinafter
 called the "Surety," are held and firmly bound unto Nevada Irrigation District, hereinafter called
 "District," in the penal sum of _____ Dollars
 (\$ _____) in lawful money of the United States, for the payment of which sum well
 and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,
 jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS such that WHEREAS, the Principal entered into a
 certain Contract with the District, dated the _____ day of _____, 20____, a copy
 of which is hereto attached and made a part hereof for the construction of the **NID HYDRO FIELD**
OFFICE Renovation 148-152 WHITCOMB, including all appurtenances thereto, all as set forth in
 the Contract Documents entitled **NID HYDRO FIELD OFFICE Renovation 148-152 WHITCOMB**
(Project #C0011)

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
 undertakings, covenants, terms, conditions, warranties and agreements of said Contract, and if
 he/she shall satisfy all claims and demands incurred under such Contract, including any claims or
 demands under the warranty, and shall fully indemnify and save harmless the District from all claims,
 demands, causes of action, damages, costs, expenses, losses or liabilities arising out of or in any
 way connected with the work to be performed, and shall reimburse and repay the District all outlay
 and expense which the District may incur in making good any default, then this obligation shall be
 void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said 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 the specifications accompanying the same shall in any way affect its
 obligation on this bond, and it does hereby waive notice of any such change, extension of time,
 alteration or addition to the terms of the Contract or to the work or to the specifications.

Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State
 of California.

IN WITNESS WHEREOF, this instrument is executed in two (2) counter-parts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

_____	_____ ,
(Principal) Secretary	Principal
(Seal)	By _____ ,

_____	_____ ,
(Witness as to Principal)	

_____	_____ ,
(Address)	(Address)

ATTEST:

_____	_____ ,
(Surety) Secretary	Surety
(Seal)	

_____	By _____ ,
(Witness as to Surety)	Attorney-in-Fact

_____	_____ ,
(Address)	(Address)

NOTE: Date of Bond must not be prior to date of Contract:

- (1) Correct name of Contractor.
- (2) A Corporation, A Partnership, or an Individual, as case may be.
- (3) Correct name of Surety.
- (4) If Contractor is Partnership, all partners should execute bond.

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____

_____ a (2) _____

hereinafter called "Principal" and (3) _____

of _____ State of _____ hereinafter called the "Surety,"
are held and firmly bound unto Nevada Irrigation District hereinafter called "District," in the penal sum
of _____ dollars (\$_____) in lawful money of the United States,
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that WHEREAS, the Principal entered into a
certain Contract with the District, dated the _____ day of _____, 20____, a copy
of which is hereto attached and made a part hereof for the construction of the **NID HYDRO FIELD
OFFICE Renovation 148-152 WHITCOMB**, including all appurtenances thereto, all as set forth in
the Contract Documents entitled, "**NID HYDRO FIELD OFFICE Renovation 148-152 WHITCOMB
(Project #C0011)**".

NOW, THEREFORE, if the Principal, or a Subcontractor, fails to pay (1) any of the persons or entities
identified in Civil Code Section 9100, (2) amounts due under the Unemployment Insurance Code
with respect to work or labor performed under Contract, or (3) for any amounts required to be
deducted, withheld, and paid over to the Employment Development Department from the wages of
employees of the Contractor and Subcontractors pursuant to Section 13020 of the Unemployment
Insurance Code with respect to the work and labor, then surety will pay for the same, and also, in
case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

PROVIDED, FURTHER, Surety's obligation hereunder shall inure to the benefit of any of the persons
or entities identified in Civil Code Section 9100 so as to give a right of action to those persons or
entities or their assigns in any suit brought upon this bond, and no final settlement between the
District and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be
unsatisfied.

PROVIDED, FURTHER, that no final settlement between the District and the Contractor shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counter-parts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(Principal) Secretary

Principal

(Seal)

By _____

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety) Secretary

Surety

(Seal)

(Witness as to Surety)

By _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract:

- (1) Correct name of Contractor.
- (2) A Corporation, A Partnership, or an Individual, as case may be.
- (3) Correct name of Surety.
- (4) If Contractor is Partnership, all partners should execute bond.

GENERAL CONDITIONS

GENERAL CONDITIONS

SECTION 1

TERMS AND DEFINITIONS

1-1 General

1-1.01 Intent and Meaning of Abbreviations

Whenever, in the Specifications and other Contract Documents, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

1-1.02 Abbreviations

1-1.02-A Organizations

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturers' Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
ASA	American Standards Association
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CAL/OSHA	State of California, Department of Industrial Relations, Division of Industrial Safety
CALTRANS	California State Department of Transportation

CRSI	Concrete Reinforcing Steel Institute
EDA	Economic Development Administration, U.S. Department of Commerce
EPA	Environmental Protection Agency
HI	Hydraulic Institute
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
ICEA	Insulated Cable Engineers Association
ISO	International Organization for Standardization
NBFU	National Board of Fire Underwriters
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation, or National Science Foundation
PCA	Portland Cement Association
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc.
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code
UL	Underwriters' Laboratories, Inc.
USPHS	United States Public Health Service

1-1.03 Definitions

Approved, Directed, Ordered, or Their Derivatives

Approved, directed, or ordered by the District unless otherwise clearly indicated.

Acceptance

The formal written acceptance by the Board of a system that has been completed in all respects, in accordance with the Plans and Specifications and any modifications thereof previously approved, and which transfers to District ownership and responsibility for maintenance and operation of the system.

Addenda

Written or graphic interpretations or revisions to any of the Contract Documents issued by the District prior to the opening of the Quotes.

Agreement

The written Contract between the District and the Contractor covering the work to be performed. Other documents may be attached to the Agreement and made a part of as provided therein.

Apprentice

A person employed and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau; or (2) a person in his/her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship council (where appropriate) to be eligible for probationary employment as an apprentice.

Board

The Board of Directors of the District as created by law.

Calendar Day

Any day of 24 hours measured from midnight to the next midnight, including legal holidays, Saturdays, and Sundays.

Caltrans

State of California, Business and Transportation Agency, Department of Transportation.

Change

Any change in the Contract authorized by the District in writing.

Change Order

A written order of the District for changes, adjusting compensation, or time of completion. Includes proposed Change Orders, and draft or approved/executed Change Orders

Complete or Complete-In-Place

All items listed as complete or complete-in-place shall be taken to mean the supply of all labor, material, equipment, and incidentals and shall include, but not be limited to, all required excavation and backfill, hauling and handling of materials, pavement repairs, restoration of structures, and all other work as may be required to complete the installation.

Contract

The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The Contract shall include the Contract Documents and any and all supplemental agreements amending or extending the work contemplated that may be required to complete the work in a substantial and acceptable manner.

Supplemental agreements are written agreements covering alterations, amendments, or extensions to the Contract and include Contract Change Orders.

Contract Completion Date

The date on which the District accepts all Contract work as complete.

Contract Documents

Contract Documents shall include any and all of, but not limited to, the following items, as applicable:

- Notice Requesting Sealed Quotes
- Instruction to Quoters
- Quote Forms Cover Letter
- Quote Schedule
- Quote Guaranty
- List of Subcontractors
- Equipment/Material Source/Supplier Information Form
- Quoter's Acknowledgment
- Qualifications Statement
- Signed Contract
- Performance and Payment Bonds
- General Conditions
- Special Conditions
- General Requirements
- Standard Specifications (partially or completely incorporated by reference)
- Technical Specifications
- Plans
- Addenda, if any
- Executed Change Order, if any
- Notice of Award
- Notice to Proceed
- Geotechnical Report or Reference Report in the Plans or Specifications

Each of these items is to be considered by reference as part of the Contract Documents, also referred to as the Contract.

Contractor

The person, firm, partnership, association, corporation, organization, or business trust with which a Contract is fully executed for the performance of the work authorized by the Plans and Specifications and other Contract Documents.

Construction Equipment

Equipment used by the Contractor in the performance of the work but not incorporated therein, exclusive of manufacturing equipment at plants removed from the site of the work.

Contract Prices

The prices for the work set forth in the Contractor's Quote.

County

The County of Placer, State of California, as represented by the Director of Transportation or their representative.

County Specifications

The Standard Specifications of the County.

Day(s)

Calendar days, each 24 hours, unless otherwise designated.

Defective Work

Work that is unsatisfactory, faulty, or deficient, or that does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test, or form of approval referred to in the Contract Documents, or any work that has been damaged prior to final acceptance.

Direction or Directive

Action of the District by which the Contractor is ordered to perform or refrain from performing work under the Contract.

Designer

The engineer or architect designated by the District to have design control over the work, or a specified portion of the work, acting through the District.

District

Nevada Irrigation District, an irrigation district organized under the laws of the State of California acting by and through its Board of Directors. The District's direction over The Work is delegated to its General Manager and as designated by the General Manager, to the District's Engineer.

District Engineer

The District's Director of Engineering and those engineers, including consulting engineers, working under the authority of the Director of Engineering in connection with the design and direction of The Work.

Drawings

Refers to the Contract drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproduction thereof, signed by the Designer, approved by the District, and referred to in the Contract Documents, which show the location, character, dimensions, and details of the work to be performed. The terms drawing, plan, and plans have the same meaning as the term drawings unless otherwise stated or specified. Shop drawings are not drawings as defined herein.

Equipment

Equipment incorporated or to be incorporated in the work unless otherwise clearly indicated.

Federal Agencies

Whenever, in the Specifications, reference is made to any federal agency or officer, such reference shall be deemed made to any agency or officer succeeding in accordance with law to the powers, duties, jurisdiction, and authority of the agency or officer mentioned.

Final Completion

Final Completion shall occur upon formal acceptance of the work by the District as evidenced by the recording of a Notice of Completion by the District with the appropriate County.

Fixed Costs

Any necessary labor, material, and equipment costs directly expended on the item or items under consideration which remain constant regardless of the quantity of the work done.

Furnish

To deliver to the job site or other specified location any item, equipment, or material.

General Conditions

Part of the Contract Documents representing the general clauses that establishes how the project is to be administered.

General Manager

The executive officer of the District.

Hazardous Waste

The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Holidays

Legal holidays designated by the District or specifically identified in the General Conditions.

Install

Placing, erecting, or constructing any item, equipment, or material.

Laboratory

The designated materials testing laboratory authorized by the District to test materials and workmanship involved in the Contract.

Materials

Materials incorporated or to be incorporated in the work unless otherwise clearly indicated.

Notice of Award

A written notice by the District to the Contractor informing it that the Contract has been awarded to the Contractor.

Notice to Proceed

The written notice by the District to the Contractor authorizing the Contractor to proceed with the work and establishing that date of commencement of the work.

Order for Changes

Any Change Order or Written Directive of the District for changes.

Owner

District.

Plans

Refers to the Contract drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproduction thereof, signed by the Designer, approved by the District, and referred to in the Contract Documents that show the location, character, dimensions, and details of the work to be performed. The terms drawing, plan, and plans have the same meaning as the term drawings unless otherwise stated or specified. Shop drawings are not drawings as defined herein.

Project

The improvement to District property, named in the Contract, is to be accomplished under the Contract.

Provide

Furnish and install, complete in place.

Punch List

List of incomplete items of work and items of work that are not in conformance with the Contract.

Quote

The offer of the Quoter setting forth the price or prices for the work when made out and submitted on the prescribed Quote form, properly signed and guaranteed.

Quoter

Any properly licensed and qualified individual, firm, partnership, corporation, or a combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Quote Documents

The Notice Inviting Sealed Quotes, Forms of Quote and Contract, Instructions to Quoters, General Conditions, Special Conditions, Plans and Specifications, and Addenda, if any, furnished to Quoters by the District.

Responsible

Responsible when referring to a Quoter means that in the District's sole discretion, the Quoter meets the basis of selection and is qualified to perform the work, and can obtain all of the necessary bonds and insurance required by the Contract Documents.

Responsive

Responsive when referring to a Quote, means that the Quoter offers to timely and fully perform the work in full compliance with the Contract Documents without exceptions or qualifications (other than such exceptions or qualifications, if any, as may be specifically permitted by the Contract Documents).

Roadway

That portion of the road right-of-way included between the outside lines of a sidewalk, curbs, slopes, ditches, channels, waterways, and including all the appertaining structures, and other features necessary for proper drainage and protection.

Shall

Refers to actions or omissions that are obligations of either the Contractor or the District under the Contract Documents.

Shop Drawings

Shop Drawings are working drawings.

Shown

Refers to information presented on the Drawings or in the Specifications with or without reference to the Drawings or the Specifications.

Site of the Work

The area to be occupied by the project and all adjacent areas and other related areas occupied or used by the Contractor or his/her subcontractors during the performance of the work, including areas for the production, procurement, storage, and disposal of earthwork, concrete, paving materials, and similar materials.

Specifications

That part of the Contract Documents consisting of the Request for Sealed Quotes, the Instructions to Quoters, the Quote, General Conditions, Special Conditions, General Requirements, Technical Specifications, and applicable Standard Specifications.

State

State of California.

State Contract Act

Chapter 1, Part 2, Division 1, of the California Public Contract Code, commencing at Section 10100.

State Plans

The Standard Plans, State of California, Department of Transportation (Caltrans).

State Specifications

The Standard Specifications, State of California, Department of Transportation (Caltrans).

Subcontractor

Any person, firm, partnership, association, corporation, or organization to whom the Contractor has sublet, by means of a separate contract or agreement, any part of the work.

Submittals

Descriptive information (including Shop and Working Drawings) that is supplemental to the Plans and Specifications provided by the Contractor for review by the District.

Substantial Completion

Substantial Completion is the stage in the progress of the work when the work is sufficiently complete in accordance with the Contract Documents as determined by the District so that the District can occupy or utilize the work for its intended use should the District so desire.

Supplier

Any person, firm, partnership, association, corporation, or organization who supplies the Contractor with materials or equipment to be incorporated into the work.

Surety

Any firm or corporation executing a surety bond or bonds payable to the District securing the performance of the Contract either in whole or in part, or securing payment of claims for labor and materials.

System

The complete water supply storage and conveyance system, consisting of all or part of the following components: ditches, canals, reservoirs, storage tanks, pumps and pump housings, chemical feed equipment and housings, treatment plants, pipelines, and appurtenances thereto, and the land, rights of way, and easements occupied thereby. Private pipelines that lead from distributor lines to dwellings, commercial buildings, or institutions are not part of the system.

Technical Specifications

Written technical descriptions of products and execution of the work.

The Work or Work

All the facilities specified, indicated, shown, or contemplated by the Contract as comprising and necessary for completion of the project, including any portions of such facilities furnished to the Contractor by the District, and, except as otherwise expressly provided in the specifications, the provision and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation, and other things necessary to complete such facilities in accordance with the Contract.

Trainee

A person receiving on-the-job training in a construction occupation under a program that is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and that is reviewed from time to time by the Manpower Administration to ensure that the training meets adequate standards.

Will

Refers to actions or omissions that are obligations of either the Contractor or the District under the Contract Documents.

Working Drawings

Any drawing, including shop drawings, prepared by the Contractor or a manufacturer that is necessary to adequately define and control the work.

Written Directive

Refers to directions given by the District to the Contractor to proceed with changed Work immediately, without prior agreement from the Contractor on price or schedule.

GENERAL CONDITIONS

SECTION 2

SCOPE OF WORK

2-1 General

2-1.01 Intent of Plans and Specifications

The Plans and Specifications intend to prescribe the details for the construction and completion of the work that the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, do all the work involved in executing the Contract in a satisfactory and competent manner, and provide a complete, functional facility ready for operation by the District.

2-1.02 Continuous and Final Cleanup

Throughout the construction period, the Contractor shall continuously keep the site of the work in a presentable condition, shall dispose of any surplus material, keep all roads clean and in a safe condition, clean out drainage ditches and structures, and repair any fences or other property damaged during the progress of the work, all in a timely manner and to the satisfaction of the District.

Before final inspection of the work, the Contractor shall clean all work sites, and all ground occupied by him/her in connection with the work, of all rubbish, excess materials, falsework, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition. Full compensation for final cleanup will be considered as included in the prices paid for the various Contract items of work, and no separate payment will be made therefor.

2-1.03 Changes Ordered by District

The District reserves the right to make such alterations, deviations, additions to, or omissions from the Plans and Specifications, including the right to increase or decrease the quantity of any item or portion of The Work or to omit any item or portion of The Work, as may be deemed by the District to be necessary or advisable, and to require such extra work as may be determined by the District to be required for the proper completion or construction of The Work.

The District's direction to change the Work or to perform extra work shall be in writing. Upon receipt of the Written Directive, the Contractor shall perform the change or extra work as directed. Contractor shall make no change in the Work, nor perform any extra work without a Written Directive from District, and the Contractor shall not be entitled to compensation for any change in the Work or extra Work performed unless the District has issued a Written Directive designating the Work to be performed. If the District orders Work added or deleted, the contract price shall be increased or reduced by a fair and reasonable valuation. The District and the Contractor shall promptly meet and confer regarding the adjustment of Contractor's compensation, Contract completion time, and other issues associated with the change in the Work or extra work. If the District and the Contractor are unable to agree to the terms associated with the change in the Work or extra Work, those terms shall

be determined by the District as set forth in the written Change Order. The change to the Work or extra Work and the associated terms, as agreed to by the parties or as determined by the District, shall be memorialized in a written Change Order. Disputes as to the terms of the Change Order shall be subject to the "Resolution of Construction Claims" provisions of Section 5.

The only person authorized to order a change in the Work or extra Work is the District's General Manager; the parties expressly recognize that no other agent, employee, or subordinate of the District may order a change in the Work or extra Work. If the Contractor performs extra Work at the request of any other agent, employee, or subordinate, then the Contractor shall not be compensated for the extra Work.

2-1.03-A Procedure and Protest

A Contract Change Order may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in the Contract Change Order that the Contractor has not executed, the Contractor shall submit a written protest to the District within ten (10) days after receipt of such Contract Change Order. The protest shall state the points of disagreement, and, if possible; the Contract specification references, quantities, and costs involved. If a written protest is not submitted, payment will be made as set forth in the Contract Change Order and such payment shall constitute full compensation for all Work included therein or required thereby. Such unprotested Contract Change Orders will be considered approved or executed Contract Change Orders as used in Sections 2-1.03-A to 2-1.03-D, inclusive.

Where the protest concerning a Contract Change Order relates to compensation, the compensation payable for all work specified or required by said Contract Change Order to which such protest relates will be determined as provided in Sections 2-1.03-A to 2-1.03-D, inclusive. The Contractor shall keep full and complete records of the cost of such work and shall permit the District to have access thereto as may be necessary to assist in the determination of the compensation payable for such work.

Where the protest concerning a Contract Change Order relates to the adjustment of Contract time for the completion of the work, the time to be allowed therefore will be determined as provided in Section 6 under "Time for Completion".

The Contractor's attention is directed to Section 5 under "Resolution of Construction Claims".

Proposed Contract Change Orders may be presented to the Contractor for his/her consideration prior to approval by the District. If the Contractor signifies acceptance of the terms and conditions of such proposed Contract Change Order by executing such document, and if such Change Order is approved by the District and issued to the Contractor, payment in accordance with the provisions as to compensation therein set forth shall constitute full compensation for all work included there or required thereby. A Contract Change Order executed by the Contractor and the District is an approved or executed Contract Change Order as that term is used in Sections 2-1.03-A to 2-1.03-D, inclusive. An approved Contract Change Order shall supersede a proposed Contract Change Order covering the same work.

The District may provide for an adjustment of compensation as to a Contract item of work included in an approved Contract Change Order determined as provided in Sections 2-1.03-B to 2-1.03-D, inclusive if such item of work is eligible for an adjustment of compensation thereunder.

2-1.03-B Increased or Decreased Quantities

The District Engineer's Estimate of increases or decreases in the quantity of a Contract item of Work will be compared to the total Quote for that line item of such item of work. If the total Quote for that line item of any item of work required under the Contract varies from the District Engineer's Estimate by twenty-five percent (25%) or less, payment will be made for the quantity of work of said item performed at the Contract unit price, unless eligible for adjustment pursuant to Section 2-1.03-C, "Changes in Character of Work."

If the total Quote for that line item of any item of work required under the Contract varies from the District Engineer's Estimate therefor by more than twenty-five percent (25%), in the absence of an executed Contract Change Order specifying the compensation to be paid, the compensation payable to the Contractor will be determined in accordance with Sections 2-1.03-B (1), 2-1.03-B (2), or 2-1.03-B (3) as the case may be.

2-1.03-B (1) Increases of More Than 25 Percent

Should the total Quote for that line item of any item of work required under the Contract exceed the District Engineer's Estimate by more than 25 percent (25%), the work in excess of one-hundred and twenty-five percent (125%) of such estimate and not covered by an executed Contract Change Order specifying the compensation to be paid will be paid for by adjusting the Contract unit price, as hereinafter provided, or at the option of the District, payment for the work involved in such excess will be made on the basis of force account as provided in Section 7 under "Force Account Payment."

Such adjustment of the Contract unit price will be the difference between the Contract unit price and the actual unit cost. If the costs applicable to such item of work include fixed costs, such fixed costs will be deemed to have been recovered by the Contractor by the payments made for one-hundred and twenty-five percent (125%) of the Contract quantity for such item, and in computing the actual unit cost, such fixed costs will be excluded. Subject to the above provisions, such actual unit cost will be determined by the District in the same manner as if the work were to be paid for on a force account basis as provided in Section 7 under "Force Account Payment;" or such adjustment will be as agreed to by the Contractor and the District.

2-1.03-B (2) Decreases of More Than 25 Percent

Should the total Quote for that line item of any item of work required under the Contract be less than seventy-five percent (75%) of the District Engineer's Estimate, the quantity of said item performed, unless covered by an executed Contract Change Order specifying the compensation payable, will be paid for by adjusting the Contract unit price, as hereinafter provided or at the option of the District, payment for the quantity of the work of such item performed will be made on the basis of the force account as provided in Section 7 under "Force Account Payment," provided however, that in no case shall the payment for such work be less than that which would be made at the Contract unit price.

Such adjustment of the Contract unit price will be the difference between the Contract unit price and the actual unit cost, which will be determined as hereinafter provided, of the total Quote for that line item of the item, including fixed costs. Such actual unit cost will be determined by the District in the same manner as if the work were to be paid for on a force account basis as provided in Section 7 under "Force Account Payment;" or such adjustment will be as agreed to by the Contractor and the District.

The payment for the total Quote for that line item of work will in no case exceed the payment which would be made for the performance of seventy-five percent (75%) of the Contract quantity for such item at the original Contract unit price.

2-1.03-B (3) Eliminated Items

Should any Contract item of the Work be eliminated in its entirety, in the absence of an approved Contract Change Order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated Contract item if incurred prior to the date of notification in writing by the District of such elimination.

If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the District, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the District, and the actual cost of any further handling will be paid for. If the material is returnable to the vendor, and if the District so directs, the material shall be returned, and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for.

The actual costs or charges to be paid by the District to the Contractor as provided in this Section 2-1.03-B (3) will be computed in the same manner as if the Work were to be paid for on a force account basis as provided in Section 7 under "Force Account Payment."

2-1.03-C Changes in Character of Work

If an ordered change in the Plans or Specifications materially changes the character of the work of a Contract item from that on which the Contractor based his/her Quote price, and if the change increases or decreases the actual unit cost of such changed item as compared to the estimated unit cost of performing the work of said item in accordance with the Plans and Specifications originally applicable thereto, in the absence of written agreement of the parties specifying the compensation payable, an adjustment in compensation therefor will be made in accordance with the following:

The basis of such adjustment in compensation will be the difference between the actual unit cost to perform the work of said item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of said item or portion thereof involved in the changed work. Actual unit costs will be determined by the District in the same manner as if the work were to be paid for on a force account basis as provided in Section 7 "Force Account Payment;" or such adjustment will be as agreed to by the Contractor and the District. Any such adjustment will apply only to the portion of the work of said item actually changed in character. At the option of the District, the work of said item or portion of the item that is changed in character will be paid for by force account as provided in Section 7 under "Force Account Payment."

If the compensation for an item of work is adjusted under this Section 2-1.03-C, the unit costs recognized in determining such adjustment shall be excluded from consideration in making an adjustment for such item of work under the provisions in Section 2-1.03-B, "Increased or Decreased Quantities."

2-1.03-D Extra Work

New and unforeseen work will be classed as extra work when determined by the District that such work is not covered by any of the various items for which there is a Quoted price or by combinations of such items. In the event portions of such work are determined by the District to be covered by some of the various items for which there is a Quoted price or combinations of such items, the remaining portion of such work will be classed as extra work. Extra work also includes work specifically designated as extra work in the Plans or Specifications.

The Contractor shall do such extra work and furnish labor, material, and equipment therefor upon receipt of an approved Contract Change Order or Written Directive of the District, and in the absence of such approved Contract Change Order or Written Directive of the District, he/she shall not be entitled to payment for such extra work.

Payment for extra work required to be performed pursuant to the provisions in this Section 2-1.03-D, in the absence of written agreement of the parties, will be made by force account as provided in Section 7 under "Force Account Payment;" or as agreed to by the Contractor and the District. Prior to making payment, all approved Daily Extra Work Reports accounting for the force account extra work must be recorded on a Contract Change Order.

Failure of the District to recognize a change in character of the work at the time the approved Contract Change Order is issued shall in no way be construed as relieving the Contractor of his/her duty and responsibility of filing a written protest within the ten (10) day limit as provided in Section 2-1.03-A, "Procedure and Protest."

2-1-04 Use of Materials Found on the Work

Unless designated as selected material in the Special Conditions or elsewhere in the Contract Documents, the Contractor, with the approval of the District, may use in the proposed construction such stone, gravel, sand, or other materials suitable in the opinion of the District as may be found in required excavation. The Contractor will be paid for the excavation of such materials at the Contract price for such excavation, but he/she shall replace at his/her expense with other suitable material all of that portion of the material so removed and used which was contemplated for use in the work, except that the Contractor need not replace, at his/her expense, any material obtained from structure excavation used as structure backfill. No charge for materials so used will be made against the Contractor. The Contractor shall not excavate or remove any material that is not within the excavation, as indicated by the slope and grade lines, without written authorization from the District.

GENERAL CONDITIONS

SECTION 3

CONTROL OF WORK

3-1 General

3-1.01 Authority of District

The District shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the Plans and Specifications; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. The District's decision shall be final, and he/she shall have the authority to enforce and make effective such decisions and orders that the Contractor fails to carry out promptly.

3-1.02 Contract Plans

The Contract Plans furnished consist of general drawings, which show such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the Contract Plans shall be in writing from the District.

3-1.03 Submittals for Control of Work

The Contractor shall provide information supplemental to the Plans and Specifications as evidence to the District of the Contractor's understanding of the design concept and the intent of the Plans and Specifications. This supplemental information is hereinafter referred to collectively as "Submittals". The Contractor's attention is directed to Section 9 "Submittals" and the Special Conditions of this Contract for submittal requirements.

3-1.04 Conformity with Contract Documents and Allowable Deviations

Work and materials shall conform to the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown in the Plans or indicated in the Specifications. Although measurement, sampling, and testing may be considered evidence as to such conformity, the District shall be the sole judge as to whether the work or materials deviate from the Plans and Specifications, and the District's decision as to any allowable deviations therefrom shall be final.

3-1.05 Coordination and Interpretation of Plans and Specifications

The Standard Specifications, Technical Specifications, Plans, Contract Change Orders, and all supplementary documents thereto, are essential parts of the Contract, and a requirement occurring in one document is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete and functional project.

If during the performance of the Work, Contractor finds a conflict, error, or discrepancy in the contract documents, he shall report it to the District Engineer in writing at once and before

proceeding with the Work affected thereby; however, Contractor shall not be liable to Owner or District Engineer for failure to report any conflict, error or discrepancy in the Standard Specifications, Technical Specifications, plans and drawings unless Contractor had actual knowledge thereof or should reasonably have known thereof. It is the intent of the Standard Specifications, Technical Specifications, plans and drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract documents.

Any Work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words that have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference is specific or by implication, shall mean the latest standard specification, manual, or code in effect at the time of opening of Quotes (or, on the effective date of the Agreement if there were no Quotes), except as may be otherwise specifically stated. However, no provision of any referenced standard specification manual or code (whether or not specifically incorporated by reference in the contract documents) shall change the duties and responsibilities of the Owner, Contractor or Engineer, or any of their agents or employees from those set forth in the contract documents. Clarifications and interpretations of the contract documents shall be issued by District Engineer as follows.

The District Engineer will issue with reasonable promptness such written clarifications or interpretations of the contract documents (in the form of drawings or otherwise) as District Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the contract documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Agreement price or contract time, Contractor may make a claim therefore as provided in 5-1.25.

Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these Specifications, or on the Plans, the Contractor shall apply to the District for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or questions arising respecting the true meaning of these Specifications or Plans, reference shall be made to the District, whose decision thereon shall be final.

Any reference made in these Specifications or on the Plans to any specification, standard, method, or publication of any scientific or technical society or other organization shall, in the absence of a specific designation to the contrary, be understood to refer to the specification, standard, method, or publication in effect as of the date the Work is advertised for Quotes.

3-1.06 Order of Work

When required by the Special Conditions, Plans, Specifications, and/or the manufacturer's recommended installation methods, the Contractor shall follow the sequence of operations set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various Contract items of Work and no additional compensation will be allowed therefor.

3-1.07 Superintendence

The Contractor shall designate in writing before starting work, an authorized representative who shall have the authority to represent and act for the Contractor.

When the Contractor is comprised of 2 or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing before starting work, the name of one authorized representative who shall have the authority to represent and act for the Contractor.

Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods when Work is suspended, arrangements acceptable to the District shall be made for any emergency Work that may be required.

Whenever the Contractor or his/her authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the District, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular Work in reference to which the orders are given.

Any order given by the District not otherwise required by the Specifications to be in writing, will on request of the Contractor, be given or confirmed by the District in writing.

3-1.08 Site Surveys and Construction Staking

The Contractor shall perform all staking including, but not limited to, clearing limits, right-of-way (ROW) lines, easements, tree removals, construction staking, reference or offset staking, or surveying, as necessary to accomplish construction of the designated lines and grades and establish quantities. Contractor shall also stake all easements prior to construction. Surveyor used by Contractor shall not be the same as that used for the project design. Contractor's survey notes and quantity calculations shall be made available to the District upon written or verbal request, or as required by the Contract Documents. The District reserves the right to verify Contractor's surveys.

Easement and ROW staking shall be based on recorded easements, plats, and ROW documents. The Contractor should not rely on construction plans for staking of easement or ROW for the construction. Locations and survey work should be done in a timely manner. Discrepancies shall be notified to NID as soon as possible.

3-1.09 Responsibility for Accuracy

The Contractor shall provide and be responsible for the accuracy of all construction staking and measurements not established by the District for and from the Work; shall check dimensions, elevations, and grades for all layout and construction Work; and shall supervise such Work. The Contractor shall be responsible for the accuracy of all Work. Each subcontractor shall adjust, correct, and coordinate his/her Work with the Work of others so that no discrepancies will result in the whole Work.

3-1.10 Discovery of Discrepancies

If the Contractor discovers any discrepancies during the course of the Work between the Contract Plans and Specifications, and conditions in the field, or any errors or omissions or patent (obvious) defects in the Contract Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be his/her duty to inform the District immediately, and the District shall promptly verify the same. Any Work done after the discovery of any such discrepancies, errors, or omissions will be done at the Contractor's risk. Any Work done incorrectly as a result of the failure of the Contractor to discover or inform the District of such patent defects will also be done at the Contractor's risk.

3-1.11 Inspection

Except as otherwise provided in the Contract Documents, inspection and test by the District of material and workmanship required by this Contract shall be made at reasonable times and at the site of the Work, unless the District determines that such inspection or test of material which is to be incorporated in the Work shall be made at the place of production, manufacture, or shipment of such material. Such inspection or test shall be conclusive as to whether the material involved conforms to the Contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the District after acceptance of the completed Work under the terms of this section, except as hereinabove provided.

The Contractor shall, at all times, provide safe access to the Work for inspections by the District. The Contractor shall cooperate fully with the District in the Work of inspections and shall furnish promptly, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and test as may be required by the District. All inspections and tests by the District shall be performed in such a manner as to not unnecessarily delay the Work. Special, full-size, and performance tests shall be performed as described in this Contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

Should it be considered necessary or advisable by the District at any time before acceptance of the entire Work to make an examination of Work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, equipment, labor, and material. If such Work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his/her subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the Work has been delayed thereby, he/she shall, in addition, be granted a suitable extension of time.

Projects financed in whole or in part with Federal or State funds shall be subject to inspection at all times by the agency involved.

Inspection by the District, or by other representatives of the District, of Work performed, or materials supplied and installed by the Contractor, shall not in any way suspend, alter, or release the Contractor from the obligations provided under this agreement. Any failure by representatives of the District, or the District Engineer, to discover variances from the requirements of this agreement as to workmanship, materials, or other terms and conditions, shall not be deemed a waiver or forgiveness by the District or the District Engineer nor shall such failure give rise to any right or causing action on the part of the Contractor.

3-1.12 Removal of Rejected and Unauthorized Work

The Contractor shall, without charge, replace any material or correct any workmanship found by the District not to conform to the Contract requirements, unless the District consents to accept such material or workmanship with an appropriate adjustment in the Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

If the Contractor does not promptly replace rejected material or correct rejected workmanship, the District (1) may, by contract or otherwise, replace such material or correct such workmanship and

charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with Section 6 under "Termination of Contract."

Any Work done beyond the lines and grades shown on the Plans or established by the District or any extra Work done without written authority will be considered unauthorized Work and will not be paid for. Upon order of the District, unauthorized Work shall be remedied, removed, or replaced at the Contractor's expense to the satisfaction of the District.

Upon failure of the Contractor to comply with any order of the District Engineer made under this Section 3 "Removal of Rejected and Unauthorized Work," the District may cause rejected or unauthorized Work to be remedied, removed, or replaced, and to deduct the costs from any moneys due or to become due the Contractor.

3-1.13 Equipment and Plants

Only equipment and plants suitable to produce the quality of Work and materials required will be permitted to operate on the project. All equipment and plants shall be in good working order when delivered to the work site. No equipment or plant shall be removed from the work site without prior approval from the District.

Plants shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to ensure the production of sufficient material to carry the Work to completion within the time limit.

The Contractor shall provide adequate and suitable equipment and plants meeting the above requirements. If any part of the Contractor's plant, equipment, or methods of execution of the Work appears to the District to be unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the Work, the District may order the Contractor to increase or improve the Contractor's facilities or methods, and the Contractor shall comply promptly with such orders. However, neither compliance with such orders nor failure of the District to issue such orders shall relieve the Contractor from his/her obligation to secure the degree of safety, the quality of Work, or the rate of progress required.

The Contractor shall identify each piece of his/her equipment, other than hand tools, by means of an identifying number plainly stenciled or stamped on the equipment at a conspicuous location, and shall furnish to the District a list giving the description of each piece of equipment and its identifying number. In addition, the make and model number, and the empty gross weight of each unit of compacting equipment shall be plainly stamped or stenciled in a conspicuous place on the unit. The gross weight shall be either the manufacturer's rated weight or the scale weight.

Temporary buildings (e.g., storage sheds, shops) and utilities may be erected with the prior approval of the District using labor and materials furnished by the Contractor without expense to the District. The locations of these buildings will be at the discretion/approval of the District in order to avoid potential conflict with owners and adjacent neighbors. These temporary buildings and utilities shall remain the property of the Contractor and shall be completely removed by the Contractor at its expense upon completion of the Work.

3-1.14 Outages on District Facilities

If the Work under this Contract requires an outage of the District's raw water system or treated water system, the Contractor shall make a written application to the District for a system outage at least fourteen (14) days prior to the date requested for the outage. Prior to submitting such an application, the District shall be satisfied that all materials and equipment required to perform the Work during

the outage are on-site or readily available to the site. The District will determine, at its discretion, the day, time of day, and length allowed for the outage.

Outages with unusual conditions, which require advanced application in excess of fourteen (14) days, or which require special arrangements, shall be as specified in the Special Conditions, or elsewhere in these Specifications.

3-1.15 Unscheduled Outages and Liquidated Damages

In the event the Contractor causes an unscheduled outage of the District's treated water system or raw water facilities, it is agreed and stipulated between the District and the Contractor that damages will be sustained by the District. An unscheduled outage may include, but not be limited to, damage to or severance of a treated or raw water line, canal, or service line which requires an outage to effect repairs, extension of a scheduled outage beyond the allotted time limit, failure of a new facility requiring an unscheduled outage of the existing District system to effect repairs, a spill into, or blockage of a canal or otherwise causing or requiring partial or complete restriction, disruption, or curtailment of flow to any part of the facility. If the District approves a requested outage with less than 14 days advance notice, and the outage is not the result of the Contractor's actions or inactions as described previously, then this will be considered a scheduled outage.

It is currently contemplated by the parties and estimated by the parties that it will be impracticable and extremely difficult to fully ascertain and determine the actual damage that the District will sustain by such outage. The District and the Contractor shall be deemed to have jointly studied and attempted to estimate the damages suffered by the District by such outage under these circumstances, and do agree and stipulate that the sum set forth in the Special Conditions of this Contract for each and every hour or fraction thereof, of unscheduled outage, shall be collected and held by the District thereafter as liquidated damages, as the sole property of District as and for full compensation for the damages suffered by the District as a result of unscheduled outages. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that these amounts shall be deducted from any money due the Contractor under the Contract. This in no way relieves the Contractor of making all necessary repairs to the damaged facility at his/her sole expense, nor does it relieve the Contractor from any duty to indemnify the District against claims by third parties alleging damages or injury as a result of such an outage.

In the event the Contractor causes an unscheduled outage involving any District facilities, the necessary repair shall take place immediately. The District shall determine whether the District or the Contractor is to make the necessary repairs or cleanup. The Contractor shall cooperate with District crews and provide whatever labor, materials, or equipment necessary to place the facility back into operation. The costs involved with making such repairs shall be the sole responsibility of the Contractor. The Contractor further agrees that these amounts shall be deducted from any money due or that may become due to the Contractor under the Contract.

An unscheduled outage is not considered over until the system has been placed back into operation and all final water regulations and flushing have been completed.

3-1.16 Final Inspection

The Contractor shall notify the District, in writing, of the completion of the Work, and the District, upon determining the Work is at or near completion, and no obvious deficiencies remain in the Work, shall promptly inspect the Work. The Contractor or his/her representatives may be present at the final inspection. Following the final inspection, the final punch list shall be issued by the Director of Engineering. The Contractor will be notified in writing of any defects or deficiencies to be remedied, but failure to describe any defect or deficiency shall not relieve Contractor of its duty to complete all Work in accordance with the plans and specifications. The Contractor shall proceed to correct such defects or deficiencies, within 10 days of notification thereof, unless a longer period is requested of and approved by the Director of Engineering, or unless the Work inhibits the District's ability to operate in which case the repair shall be immediate. When notified that this Work has been completed, the District will again inspect the Work to satisfy himself/herself that all Work has been done in accordance with the Contract Plans and these Specifications, and will either notify the Contractor that further corrections are needed, or if satisfied as to the actual completion of the Work in accordance with the terms of the Contract, shall thereupon recommend to the District that the Work is acceptable.

3-1.17 Means and Methods, Suggestions to Contractor

The Contractor shall supervise and direct the Work. The Contractor shall be responsible for determining the means, methods, techniques, sequencing, and procedures for accomplishing the Work unless such means, methods, techniques, sequencing, or procedures are clearly specified in the Contract Documents. Any plan or method suggested to the Contractor by the District or an inspector, but not specified or required in the Contract Documents if adopted or followed in whole or in part, shall be used at the sole risk and responsibility of the Contractor; and the District will assume no responsibility by reason of having made such suggestion.

3-1.18 Unfavorable Weather or Other Conditions

During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the Work as will not be damaged thereby. No portions of the Work of which the satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the District, the Contractor shall be able to overcome them. The Contractor's attention is directed to Section 6 under "Temporary Suspension of Work".

3-1.19 Record Drawings Maintained at Project Site

The Contractor shall maintain a set of Contract Plans, herein referred to as "Record Drawings", and a set of Specifications at the project site. If the District approves changes in the Work, the Contractor shall neatly mark the changes on the Record Drawings showing the final locations and layout of all mechanical, electrical, and instrumentation equipment; piping and conduit; structures, and other facilities. The Record Drawings shall be kept current with all field instructions; mechanical, electrical, and instrumentation equipment accommodations; and construction adjustments. The Record Drawings and Specifications shall be made available to the District for its use and inspection at all times. The Contractor shall perform all survey work and measurements necessary to support the maintenance of the Record Drawings required herein.

Prior to acceptance and final payment of the Work, the Contractor shall deliver to the District one set of neatly marked Record Drawings or As-builts showing the information required above. Progress payments to the Contractor may be withheld if, in the opinion of the District, Record Drawings are not kept current and in a satisfactory manner.

GENERAL CONDITIONS

SECTION 4

CONTROL OF MATERIALS

4-1 General

4-1.01 Source of Supply and Quality of Materials

The Contractor shall furnish all materials required to complete the Work, except materials that are designated in the Special Conditions to be furnished by the District, and materials furnished by the District in accordance with Section 7 under "Force Account Payment".

Only materials conforming to the requirements of the Specifications shall be incorporated in the Work.

The materials furnished and installed as part of the project shall be new, except as may be provided elsewhere on the Plans or in these Specifications. The materials shall be manufactured, handled, and used in a competent manner to ensure completed Work in accordance with the Plans and Specifications.

The Contractor shall furnish the District with a list of his/her sources of materials. The list shall be furnished to the District in sufficient time to permit proper inspecting and testing of materials to be furnished from such listed sources in advance of their use. The Contractor shall furnish without charge such samples as may be required. Manufacturer's warranties, guaranties, instruction sheets, and parts lists, which are furnished with certain articles or materials incorporated in the Work, shall be delivered to the District before acceptance of the Work.

Reports and records of inspections made, and tests performed when available at the site of the Work may be examined by the Contractor.

4-1.02 District-Furnished Materials

If materials are to be furnished by the District, they shall be listed in the Special Conditions of this Contract. Materials furnished will be available at locations designated in the Special Conditions or if not designated in the Special Conditions they will be delivered to the project. They shall be hauled to the site of the Work by the Contractor at his/her expense, including any necessary loading and unloading that may be involved. The cost of handling and placing District-furnished material shall be considered as included in the price paid for the Contract item involving such District furnished material.

The Contractor will be held responsible for all materials furnished to him/her, and he/she shall pay all demurrage and storage charges. District-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the District for the cost of replacing District-furnished material not covered by or within the deductible of Builder's Risk

insurance and such costs may be deducted from any monies due or to become due to the Contractor, and such costs may be deducted from any money due or to become due to the Contractor.

4-1.03 Submittals for Control of Materials

The Contractor shall provide information supplemental to the Plans and Specifications as evidence to the District of the Contractor's understanding of the design concept and intent of the Plans and Specifications. This supplemental information is hereinafter referred to collectively as "Submittals". The Contractor's attention is directed to Section 9 "Submittals" and the Special Conditions of this Contract for submittal requirements.

4-1.04 Storage of Materials

Articles or materials to be incorporated in the Work shall be stored in such a manner as to ensure the preservation of their quality and fitness for the Work, and to facilitate inspection.

4-1.05 Defective Materials

All materials which the District has determined do not conform to the requirements of the Plans and Specifications will be rejected whether in place or not. They shall be removed immediately from the site of the Work unless otherwise permitted by the District. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work unless approval in writing has been given by the District. Upon failure of the Contractor to comply promptly with any order of the District made under the provisions in this Section 4-1.05, the District shall have the authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any money due or to become due the Contractor.

4-1.06 Trade Names and Alternatives

For convenience in designation on the Plans or in the Specifications, certain articles or materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer and the manufacturer's catalog information. The use of an alternative article or material, where permitted in these Specifications which are of equal quality and of the required characteristics for the purpose intended, will be permitted subject to the following requirements:

The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and the Contractor shall furnish all information necessary as required by the District. The District shall be the sole judge as to the quality and suitability of alternative articles or materials and the District's decision shall be final.

Whenever Specifications permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute matter will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the equality of the material or article proposed. Such request shall be made within 35 days after the award of the contract to permit approval without delaying the Work.

When no trade name or manufacturer's name and catalog information is specified, the Contractor shall submit said information to the District for approval prior to delivery to the job site.

4-1.07 Plant Inspection

The District may inspect the production of materials or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the District is assured of the

cooperation and assistance of both the Contractor and the material producer. The District shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The District assumes no obligation to inspect materials at the source of supply. The responsibility of incorporating satisfactory materials in the Work rests entirely with the Contractor, notwithstanding any prior inspections or tests.

4-1.08 Certificates of Compliance

The District may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance stating that the materials involved comply in all respects with the requirements of the Specifications. The manufacturer of the material or the manufacturer of assembled materials shall sign the certificate. A Certificate of Compliance must be furnished with each lot of material delivered to the Work and the lot so certified must be clearly identified in the certificate

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Plans and Specifications and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The District reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

4-1.09 Contractor's Title to Material

No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he/she has good title to all materials and supplies used by him/her in the Work, free from all liens, claims, or encumbrances.

4-2 Testing

4-2.01 Testing of Materials

Materials incorporated or to be incorporated in the Work shall be tested for conformance with the applicable Specifications during the progress of the Work as directed by the District, and samples of such materials shall be furnished by the Contractor when requested by the District. All tests shall be performed by the Contractor, except as otherwise provided in this Section 4, under "District Tests", the Special Conditions, the Technical Specifications, or on the Plans. The District shall witness all tests performed by the Contractor unless the requirement, therefore, is waived in writing.

The Contractor shall give the District reasonable advance notice of all such tests. The District may perform additional tests of materials tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested. Samples from local sources shall be taken in the presence of the District.

Whenever a specification or test method of the ASTM, AWWA, or other authority is made applicable to materials, the Contractor shall test the materials in accordance therewith, using a qualified laboratory and/or qualified testing personnel acceptable to the District, shall submit to the District two certified copies of test results, and shall not use such materials until test results have been approved by the District, except as provided in this Section 4, under "Certificates of Compliance."

The independent testing lab shall certify that the project has been constructed in compliance with the specifications and appropriate regulatory body.

As a minimum, the Contractor shall perform the following tests:

Compaction	ASTM D 698, ASTM D 1557
Sand Equivalent	ASTM D 2419
Sieve Analysis	ASTM D 422
Sampling Concrete	ASTM C 172
Making and Curing Concrete Compression Specimens	ASTM C 31
Concrete Slump	ASTM C 143
Concrete Air Content	ASTM C 231
Compressive Strength of Molded Concrete Cylinders	ASTM C 39
In-Place Density, Sand Cone Method	ASTM D 1556
In-Place Density, Nuclear Methods	ASTM D 2922

Frequency of testing shall follow either the frequency in the above-referenced standards or the following testing frequency (the most stringent shall apply):

1. In County ROW – all testing frequency shall follow County standards or Permit standards, whichever is more restrictive in the county right-of-way or county-controlled areas.
2. In State ROW – all testing shall follow Caltrans testing standards or Permit standards, whichever is more restrictive.
3. Other areas – any areas not within the county or state rights of way shall follow Caltrans specifications or Permit standards, whichever is more restrictive.

The Contractor shall provide all samples for testing at no expense to the District. All testing shall be at the Contractor's expense, except as provided for in this Section 4, under "District Tests", or the Special or Technical Specifications of this Contract.

4-2.02 District Tests

The tests listed in this Section 4 under "District Tests", shall be conducted in conformance with the methods specified, by the District at District expense to verify compliance of the Work with the requirements of the Specifications. Such testing by the District will not relieve the Contractor of his/her responsibility to test for proper control of the Work and to ensure that all material and placement requirements are met.

Tests performed by the District shall be as follows:

- Bacteriological testing of treated water.

GENERAL CONDITIONS

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

5-1 General

5-1.01 Laws to Be Observed

The Contractor shall remain fully informed of all existing and future State and Federal laws and County and Municipal ordinances and regulations and such orders and decrees of bodies or tribunals which govern the Work, or the performance of the Work, or the materials used in the Work. The Contractor shall at all times observe and comply with, and shall cause all his/her subcontractors, suppliers, agents, and employees to observe and comply with such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Work; and shall protect and indemnify the District, and all officers and employees thereof, against any claim or liability, arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself/herself or his/her subcontractors, suppliers, agents or employees. If any discrepancy or inconsistency is discovered between the terms of the Contract Documents and any such law, ordinance, regulation, order, or decree, the Contractor shall forthwith report the same to the District in writing.

This Work is "public work", and therefore the Contractor and any subcontractor(s) are required to perform the Work as "public work" pursuant to the Labor Code Sections 1720-1861.

5-1.01-A Hours of Labor

Eight (8) hours of labor constitutes a legal day's work. The time of service of any worker employed upon this public work is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except when permitted by law, upon payment of overtime compensation. The Contractor shall forfeit, as a penalty to the District, \$25 for each worker employed in the execution of the Contract by the Contractor or any subcontractor under him/her for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof inclusive, except that Work performed in excess of eight (8) hours per day, and forty (40) hours per one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day or 40 hours per week at not less than one and one-half times the basic rate of pay, as provided in said Section 1815. A higher rate of overtime pay may be required pursuant to a Department of Industrial Relations prevailing wage determination. Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with this Work. The record shall be kept open at all reasonable hours for the inspection of the District and the Division of Labor Standards Enforcement.

5-1.01-B Equal Opportunity

Pursuant to Labor Code section 1735, Contractor and his/her subcontractors shall not discriminate in the employment of persons on this Work on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Contractor and his/her subcontractors shall also comply with all other applicable laws pertaining to equal employment opportunity.

5-1.01-C Prevailing Wages

The Contractor's attention is directed to, and the Contractor shall comply with, all applicable sections of Labor Code Sections 1720-1861, specifically including but not limited to Section 1774, and Section 1775 (payment of wages and penalties) and Section 1776 (payroll records), and 2 C.C.R. Sections 16000-16464, specifically including but not limited to Section 16451 and Section 16461.

All craftsmen, mechanics, and laborers employed or working upon the site of the Work will be paid unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the wage determination which is referenced herein and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.

Contractor and his/her subcontractors shall pay to workers employed on this Work not less than the general prevailing rate of per diem wages for Work of similar character in the locality in which this public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Division 2, Part 7, Chapter 1 of the Labor Code. Per diem wages are defined in Labor Code Section 1773.1 and include, but are not limited to, payments for health and welfare, pension, vacation, travel, and subsistence,

In accordance with Labor Code Section 1770, the District has ascertained that the local prevailing rates of per diem wages shall be as determined by the California Department of Industrial Relations. Said rates are accessible on the Internet under the heading "General Prevailing Wage Determination" made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1". The Internet address is <http://www.dir.ca.gov/>. The prevailing rates of per diem wages are also available at the District Engineer's office, Nevada Irrigation District, and may be viewed there by appointment. The wage determination shall be posted by the Contractor, prior to the start of Work, at the site of Work in a prominent place where it can easily be seen by the workers. Questions or disputes regarding prevailing wage coverage or applicable rates may be resolved using the process described in 8 C.C.R. Section 16001(a).

Pursuant to Labor Code Section 1775, the Contractor and/or his/her subcontractors shall, as a penalty, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates of per diem wages, as provided in Violations may also subject the Contractor and/or his/her subcontractors to criminal penalties and/or debarment as provided in Labor Code Sections 1777 and 1777.1.

The District will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor must post all required job site notices, including but not limited to those required by Labor Code Section 1771.4(a)(2) (**Compliance Monitoring Unit of Division of Labor Standards Enforcement**) and **Section 1773.2 (Prevailing Wage Determinations)** the relevant regulations, including but not limited to 8 C.C.R. Section 16451(d), and **8 C.C.R Section 16100**. Payroll records shall be furnished directly to the Labor Commissioner as provided in section 1771.4(a)(3).

Contractor must comply with requests for Certified Payroll Records, if requested by District pursuant to a public records request, within 10 days of receiving written notice from District. Contractor shall forward the request from the District to their subcontractors, who then have 10 days to provide the documents to the District.

If Contractor fails to comply within that time-period, District is obligated to report to the California Department of Industrial Relations, Division of Labor Standards Enforcement (DSLE), who may request penalties be withheld from progress payments. District will redact protected information per California Labor Code Section 1776.

5-1.01-D Contractor's Licensing and Public Work Registration

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors.

The Contractor and his/her subcontractors shall be licensed in accordance with the laws of this State and any contractor not so licensed are subject to the penalties imposed by such laws.

All contractors and subcontractors working on this project must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

5-1.01-E Apprentices

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him/her. The Contractor and any subcontractor under him/her shall comply with the requirements of said sections in the employment of apprentices. Violations may result in the imposition of civil penalties or debarment.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

5-1.01-F Payroll Records

The Contractor and all subcontractors shall maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her in connection with the Work, in accordance with the provisions of Labor Code Section 1776. The records shall be certified and available for inspection as provided in that section, the Contractor and his/her subcontractors are subject to penalties stated therein.

The Contractor, prior to starting Work, will inform the District, in writing, of the location of payroll records and shall, within five (5) working days, provide written notice of a change of location.

Certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

5-1.01-G Vehicle Code

The Contractor shall comply with all applicable requirements of the Vehicle Code where such areas of the project are open to public traffic.

Attention is directed to the statement in Section 591 that the provisions of that section pertaining to street or highway projects shall not be construed to relieve any person from the duty of exercising due care. The Contractor shall take all necessary precautions for the safe operation of his/her equipment and the protection of the public from injury and damage from such equipment.

5-1.01-H Workers' Compensation

The Contractor shall secure the payment of worker's compensation to his/her employees performing the Work, in accordance with the provisions of Sections 1860 and 3700 of the Labor Code and, in case any such Work is sublet, the Contractor shall require the subcontractor similarly to comply with those provisions.

5-1.01-I Air Pollution

The Contractor shall obtain the appropriate permit and comply with all air pollution control rules and regulations that apply to any Work performed under the Contract.

Whenever Work is performed which is not within the jurisdiction of an air pollution control district, all solvents including, but not limited to the solvent portions of paints, thinners, and liquid asphalts used on the project, shall comply with the applicable material requirements of the local jurisdictional Air Pollution Control District. All containers of paint, thinner, or solvent shall be labeled to indicate that the contents fully comply with said requirements.

5-1.01-J Water Pollution

The Contractor shall exercise every reasonable precaution to protect canals, streams, lakes, and reservoirs from pollution with fuel, oil, bitumen, calcium chloride, and other harmful materials and shall conduct and schedule his/her operations so as to avoid or minimize muddying and silting of said canals, streams, lakes, and reservoirs.

Nothing in the terms of the Contract nor in the provisions in this Section 5 under "Laws to be Observed," shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution.

Erosion control features shall be constructed concurrently with other Work and at the earliest practicable time. Care shall be exercised to preserve vegetation beyond the limits of construction.

When borrowed material is obtained from other than commercially operated sources, erosion of the borrow site during and after completion of the Work shall not result in water pollution.

The material source shall be finished, where practicable, so that water will not collect or stand therein.

The requirements of this section shall apply to all Work performed under the Contract and to all non-commercially operated borrow or disposal sites used for the project, and shall supplement any requirements of Chapter 6, Division 2 of the Fish and Game Code, commencing with Section 1600.

1. Where working areas encroach on live streams, barriers adequate to prevent the flow of muddy water into streams shall be constructed and maintained between working areas and streams, and during construction of such barriers, muddying of streams shall be held to a minimum.
2. Removal of material from beneath a flowing stream shall not commence until adequate means, such as a bypass channel, are provided to carry the stream free from mud or silt around the removal operations.
3. Should the Contractor's operations require transportation of materials across live streams, such operations shall be conducted without muddying the stream. Mechanized equipment shall not be operated in the stream channels of such live streams except as may be necessary to construct crossings or barriers and fills at channel changes.
4. Wash water from aggregate washing or other operations containing mud or silt shall be treated by filtration or retention in a settling pond, or ponds, adequate to prevent muddy water from entering live streams.
5. Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter or be placed where they will later enter a live stream.
6. Fresh Portland cement or fresh Portland cement concrete shall not be allowed to enter flowing water of streams.
7. When operations are completed, the flow of streams shall be returned as nearly as possible to a meandering thread without creating a possible future bank erosion problem.
8. Material derived from roadway work shall not be deposited in a live stream channel where it could be washed away by high stream flows.
9. Where there is possible migration of anadromous fish in streams affected by construction on the project, the Contractor shall conduct his/her operations so as to allow free passage of such migratory fish.

Full compensation for conforming to the provisions herein shall be considered as included in the prices paid for the Contract items of Work involved in compliance with said provisions and no additional compensation will be allowed therefor.

5-1.01-K Use of Pesticides

The Contractor shall comply with all rules and regulations of the Department of Agriculture, the Department of Health and Safety, and all other agencies that govern the use of pesticides required in the performance of the Work on the Contract.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant shall be considered a pesticide.

5-1.01-L Unknown Underground Physical Conditions

In accordance with Section 7104 of the California Public Contract Code, the Contractor shall, when Work involves digging trenches or other excavations deeper than 4 feet below the surface, promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract.

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

In the event that a dispute arises between the 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, the 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. Section 5-1.27 pertaining to the resolution of disputes shall in that case apply.

For the purposes of this section, the Contractor is hereby notified and shall generally recognize that rock, hardpan, clay, and underground water are inherent in the character of Work under this Contract.

5-1.01-M – Not Used

5-1.01-N Protection of Underground Facilities

The District will make every effort to locate all facilities on the plans. Contractor shall make reasonable efforts to identify and evaluate any utilities while evaluating the project during the bidding process. Contractor shall in his or her bid make accommodations to protect or adjust for these facilities. If facilities are not shown in the contract or could not have been reasonably

anticipated by the contractor in his or her prebid evaluation, The District shall assume the responsibility and request the contractor to relocate facilities as needed to progress with the contract, this will include the adjustment of the proposed facilities, timely removal, relocation, adjustment, accommodation, or protection of existing main or trunk line utility facilities located on the site of the Project that is a subject of the Contract. The Contractor shall be compensated for the reasonable costs of locating, repairing damage, not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the Project necessarily idled during such Work. The Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

Nothing herein shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the District from identifying main or trunk lines in the Contract Documents.

If the Contractor while performing the Contract discovers utility facilities not identified by the District in the contract plans or specifications, he/she shall immediately notify the District and utility in writing.

This section does not relieve the Contractor of its obligations under the Regional Notification Center System, Section 4216 et seq., of the California Government Code. The regional notification center in the area of the Work called for under this Contract is "Underground Service Alert - Northern California", call 800-642-2444.

5-1.01-O Trenching Plan

Pursuant to Labor Code Section 6705, the Contractor shall submit, in advance of excavation of any trench or trenches five feet or more in-depth, a detailed plan showing the design of shoring, bracing, or sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, acceptable to the District. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

5-1.02 Payment of Taxes

The Contract prices paid for the Work shall include full compensation for all taxes that the Contractor is required to pay, whether imposed by Federal, State, or local government, including, without being limited to, Federal excise tax.

5-1.03 Permits and Licenses

Except as otherwise provided for in the Special Conditions, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

5-1.04 Patents

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and agrees to indemnify and hold harmless the District, including its officers, employees, and duly authorized representatives, from

all suits or actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, the Contractor shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device, or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the Work. The Contractor shall indemnify and hold harmless the District from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, or materials or any trademark or copyright in connection with the Work agreed to be performed under this Contract, and shall indemnify the District for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

5-1.07 Public Convenience

This Section defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with his/her operations.

The Contractor shall so conduct his/her operations as to offer the least practicable obstruction and inconvenience to the public. The Contractor shall have under construction no greater length or amount of Work than he/she can prosecute properly with due regard to the rights of the public. Any areas disturbed by the **Contractor's activities shall be replaced or repaired to a condition as good as or better than the pre-existing condition within the shortest practicable time so as to minimize inconvenience to the public.** The Contractor shall, at the direction of the District, respond promptly and remedy any conditions causing an inconvenience to the public.

Roads, driveways, walkways, and fences shall be replaced to an as good or better condition as soon as practicable and prior to the Contractor starting another phase of the Work. Items on a punch list that, at the discretion of the District, constitute an inconvenience shall be remedied immediately.

Unless otherwise provided in the Special Conditions, all public traffic shall be permitted to pass through the Work with as little inconvenience and delay as practicable. In order to expedite the passage of public traffic through or around the Work, the Contractor shall provide signs, lights, flares, barricades, flagmen, and other facilities as required by the State or County or as ordered by the District.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his/her expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as practicable to abutting property owners. Convenient access to driveways, houses and buildings along the line of the Work shall be maintained at all times.

Water or dust palliative shall be applied as ordered by the District for the alleviation or prevention of dust nuisance as provided in these Contract Documents.

Attention is directed to Section 5 under "Public Safety". By reason of his/her conformance with any of the provisions in this Section, the Contractor will not be relieved from his/her responsibility as set forth in Section 5 under "Public Safety".

In the event of a suspension of the Work, attention is directed to Section 6 under "Temporary Suspension of Work".

Except as otherwise provided in the Special Conditions, full compensation for conforming to the requirements in this Section shall be considered as included in the prices paid for the various Contract items of Work and no additional compensation will be allowed therefor.

5-1.08 Public Safety

This Section defines the Contractor's responsibility with regard to providing for the safety of the public during construction.

Attention is directed to Section 5 under "Responsibility for Damage".

Attention is directed to Section 5 under "Public Convenience", for provisions relating to the Contractor's responsibility for providing for the convenience of the public in connection with his/her operations.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public he/she shall furnish, erect, and maintain at his/her expense and without cost to the District, such fences, barricades, lights, signs, and other devices as are necessary to prevent accidents or damage or injury to the public. The Contractor shall also furnish such flagmen and guards as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered.

Flagmen and guards, while on duty and assigned to give warning to the public of construction and of any dangerous conditions to be encountered as result thereof, shall perform their duties in a courteous manner and shall be provided with the necessary equipment in accordance with the current "Instruction to Flagmen" of the California State Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor at his/her expense. Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in the current "Manual of Warning Signs, Lights, and Devices For Use In Performance of Work Upon Highways," issued by the State Department of Transportation.

No equipment or material shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

In case of an emergency that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the District, in a diligent manner. The Contractor shall notify the District immediately thereafter. Any claim for compensation by the Contractor due to such extra Work shall be promptly submitted to the District for approval.

Where the Contractor has not taken action but has notified the District of an emergency threatening injury to persons or damage to the Work or any adjoining property, the Contractor shall act as instructed or authorized by the District.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Section 7 under "Force Account Payment".

5-1.09 Construction Safety

The District and its Contractors are subject to the rules and regulations of the Occupational Safety and Health Act of 1970, as amended (OSHA), and the California Occupational Safety and Health Act of 1983, as amended (CAL-OSHA). Contractor shall be fully informed of the requirements of OSHA and CAL-OSHA and shall comply with all rules and regulations thereof. Observed violations of said safety act may be brought to the attention of the Contractor's superintendent either orally or written. Failure to correct the observed violation shall be cause for suspension of the Work involving the violation and notification of the appropriate State and/or Federal OSHA officials.

The Contractor's attention is directed to the Section entitled "Shoring" contained in the Technical Provisions of these Specifications. The Contractor shall proceed with extreme caution while using shoring.

The Contractor shall comply with all applicable provisions of Article 101 "Slings" of the California General Industry Safety Orders.

The Contractor shall be fully and solely responsible for conducting all field operations under the Contract at all times in such a manner as to avoid the risk of bodily harm to persons and to property. The Contractor shall continually and diligently inspect all Work, materials, and equipment to discover conditions that might involve such risks and shall be solely responsible for discovery and correction of such conditions.

The Contractor shall furnish safety equipment, test equipment, and safety apparel and shall enforce the use of such equipment by its employees and the employees of any of its subcontractors for all Work conducted in the field at any of the Work areas/sites.

The Contractor shall be totally responsible for its own first-aid and other medical treatment of its employees and subcontractors' personnel of any tier for Work conducted at any of the field work sites.

The Contractor shall have a written Emergency Action Plan, provided to the District prior to construction, which shall adequately address all potential emergencies that could arise on the project including, but not limited to the following:

1. Injuries to employees.
2. Injuries to the general public on or adjacent to project work sites.
3. Property damage, with particular emphasis on utilities.
4. Fire, including structure, wild land, and grass fires.
5. Hazardous spills including fuels, oils, and chemicals.
6. Other exposures or potential hazards that may occur at the work site.

The Emergency Action Plan shall include emergency telephone numbers and a set of emergency procedure sheets outlining the appropriate actions to be taken under each of the emergencies considered. Emergency procedures shall ensure that Contractor's most senior supervisor present takes charge and directs the handling of the emergency. Emergency procedures shall be reviewed frequently by Contractor's supervisory personnel and discussed at the regular toolbox safety meeting to ensure that Contractor's personnel are familiar with the proper actions to take.

Emergency telephone numbers shall be checked and updated on a regular basis. Emergency procedures shall be posted on the Contractor's bulletin boards and be readily available in Contractor's Work and office trailers and at work sites. The Emergency Action Plan and all emergency procedures will be subject to review and comment by the District. They shall be submitted to the District for review within ten (10) days of the Notice to Proceed or the start of construction, whichever comes first.

The requirements of this Section are in addition to those otherwise imposed by law. Nothing in this section relieves the Contractor of his/her obligation to use the skill and care that a reasonably careful contractor would use under similar circumstances.

5-1.10 Use of Explosives

When the use of explosives is necessary for the prosecution of the Work, the Contractor shall use the utmost care not to endanger life or property. No explosives can be used unless approved in writing by the district. No explosives shall be stored on the worksite.

The safety of the public shall be a primary concern. Use of explosives shall be in accordance with the latest requirements of the California State General Industry Safety Orders and applicable local laws and regulations. The Contractor's attention is also directed to the Technical Provisions Section 02302 of these Specifications, which describes drilling and blasting for excavations.

5-1.11 Preservation of Property

Attention is directed to Section 5 under "Responsibility for Damage", and to Section 6 under "Utility and Other Facilities".to The Contractor shall avoid injury to existing roadway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs, and other plants that are not designated to be removed.

Roadside trees, shrubs, and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipe lines under or above the ground, sewer, and water lines, all roadway facilities, and any other improvements or facilities within or adjacent to the work shall be protected from injury or damage, and if ordered by the District, the Contractor shall provide and install suitable safeguards, approved by the District to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they will be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the Specifications accompanying the Contract if any such objects are a part of the work being performed under the Contract. The District may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any money due or to become due to the Contractor under the Contract.

The fact that any underground facility is not shown upon the Plans shall not relieve the Contractor of his/her responsibility to ascertain the existence of any underground improvements or facilities that may be subject to damage by reason of his/her operations.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property as specified in this Section, shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

5-1.12.1 Indemnity and Defense

Contractor shall indemnify and hold District harmless against claims, liability, or loss for injury or death to a person, destruction or damage to or loss of use or diminution in value of property, injury to the environment, economic loss, or fines or penalties, and for associated legal costs, fees, and expenses including attorney and consultant fees, arising out of or relating to Contractor's services (Claims).

This duty to indemnify shall not extend to Claims to the extent caused by the willful misconduct or active negligence of District. In such case, the obligation to indemnify shall be reduced proportionately by the percentage to which District's willful misconduct or active negligence caused, or contributed to the cause of, the Claim. This duty to indemnify shall extend to Claims by any employee of Contractor or its subcontractors or suppliers.

In addition to and separate from its duty to indemnify, Contractor shall defend District against suits, actions, or proceedings founded upon Claims. This duty to defend arises upon the commencement of the suit, action, or proceeding founded upon Claims and exists irrespective of any obligation of Contractor to indemnify.

Contractor's duties to indemnify and defend are not limited in scope or amount to insurance required by this Agreement.

Contractor's duties to indemnify and defend shall survive the completion of the Contractor's work.

5-1.13 Damage to Public Roads

The Contractor shall be responsible for any and all damage to public roads, bridges, culverts, and related structures in accordance with provisions of State and County ordinances, any special provisions of encroachment permits, or provisions of the California Vehicle Code. Pre and post-construction condition documentation such as video taping and photography shall be provided to the District. Roads shall be cleaned on a regular basis.

5-1.14 Disposal of Material Outside the Right-of-Way

The Contractor shall make his/her own arrangements for disposing of materials outside the right-of-way and shall pay all costs involved. The Contractor's attention is also directed to the General Requirement section of the Specifications for additional requirements pertaining to the disposal of materials.

When any material is to be disposed of outside the right-of-way, the Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and shall file with the District said permit or a certificate copy thereof together with a written release from the property owner absolving the District from any and all responsibility in connection with the disposal of material on said property.

Unless otherwise provided in the Special Conditions, full compensation for all costs involved in disposing of materials as specified in this Section, including all costs of hauling shall be considered as included in the price paid for the Contract item of work involving such materials and no additional compensation shall be allowed therefore.

5-1.15 Cooperation with Other Forces

Should construction be under way by other forces, including District forces, or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The District reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

When two or more contractors are employed on related or adjacent work, each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by their operations, and for loss caused to the other due to their unnecessary delays or failure to finish the work within the time specified for completion.

5-1.16 Contractor's Responsibility for Damages

The Contractor is responsible for the Work and Materials Until the acceptance of the Work by the District, the Contractor shall have the charge and care of the Work and of the materials to be used therein (including materials which have been furnished by the District), and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether or not arising from the execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof not covered by or within the deductible of the Builders Risk insurance except for such injuries, losses, or damages caused by earthquakes in excess of a magnitude of 3.5 on the Richter Scale or tidal waves. Where necessary to protect the work or materials from damage, the Contractor shall, at his/her expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. The suspension of the Work for any cause whatsoever shall not relieve the Contractor of his/her responsibility for the Work and materials as herein specified.

5-1.17 Final Acceptance of Work

Upon acceptance of the Work by the District, the Contractor will be relieved of the duty of protecting the Work. However, acceptance does not relieve the Contractor of the obligation to perform the Work in accordance with the Contract Documents, or of his/her warranties against or duty to correct defective Work as provided in the Contract Documents.

5-1.18 Property Rights in Materials

The Contractor shall not have any property right in the materials after they have been incorporated into or used for the Work, or after payment, in full or partial, has been made for them, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and Work until acceptance by the District.

5-1.19 Salvage

When the Contractor is required to remove portions of existing District property, this shall be considered salvage unless otherwise provided for in the Special Conditions. All salvage is the property of the District. The Contractor shall collect and stockpile all salvage in a location safe and free of nuisances to the public. The Contractor shall deliver the salvage to the District Yard, West Main Street, Grass Valley, or as otherwise directed by the District.

If excavations are required for salvage operations, all backfill, compaction, and surface repair shall be made in accordance with these Specifications.

5-1.20 Rights in Land and Improvements

Nothing in these Specifications shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the Project area.

5-1.21 Personal Liability

The Contractor acknowledges and agrees that no director, employee, agent, or representative of the District shall be personally responsible for any duty or liability arising under or by virtue of the Contract.

5-1.23 Fire Prevention

The Contractor shall take all necessary precautions to prevent grass, brush, and forest fires on the work. The Contractor shall be responsible for all damage from fires due directly or indirectly to his/her own activities, or to those of his/her subcontractors or employees.

5-1.24 Warranties

The Contractor warrants to the District that all materials and equipment furnished will be new and free from faults and defects, and that the Work will conform to the Contract Documents and be free from defects.

5-1.25 Correction of Work

For a period of one year after the date of acceptance of the Work, and promptly upon receipt of written notice, the Contractor shall, without cost to the District, correct all defective Work. The cost of correcting the defective Work, including the cost of additional testing and inspections, the cost of uncovering and replacement, and compensation for the District's services and expenses made necessary thereby, shall be borne by the Contractor.

If the Contractor fails to promptly correct the defective Work, the District may correct it at the Contractor's expense.

The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section.

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the District.

Establishment of the one-year period for correction of the Work relates only to the specific obligation of the Contractor to correct the Work.

Nothing in this Section waives or limits the District's right to bring legal action against the Contractor for the breach of this Contract, the time for commencement of such legal action, or the nature or amount of damages recoverable by District in such action.

5-1.27 Resolution of Construction Claims

A. Contractor claims against District shall be made within 14 days of the act, omission, event, or determination giving rise to the dispute between the parties and shall be governed by Public Contract Code section 9204. Key provisions of that section are summarized below:

1. "Claim" means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - a. A time extension, including, without limitation, relief from damages or penalties for delay assessed by District under this Contract.
 - b. Payment by District of money or damages arising from Work done by, or on behalf of, Contractor pursuant to this Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
 - c. Payment of an amount that is disputed by District.
2. Upon receipt of a claim pursuant to this Article, District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, District and a Contractor may, by mutual agreement, extend the time period provided in this subdivision.
3. Contractor shall furnish reasonable documentation to support the claim.
4. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after District issues its written statement.
5. If Contractor disputes District's written response, or if District fails to respond to a claim, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, District shall schedule a meet and confer conference within 30 days for settlement of the dispute.
6. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, District shall provide Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after District issues its written statement.
7. Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with District and Contractor sharing the associated costs equally. If the mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to sections B and C, below.
8. Failure by District to respond to a claim from Contractor within the time periods described herein or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety.

9. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

B. If, following the mediation under subdivision 7, the claim or any portion remains in dispute, or if the claim is deemed rejected under subdivision 8, Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits his or her written claim until the conclusion of mediation.

C. The following procedures are established for all civil actions filed to resolve claims subject to this Article:

1. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within

15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

2. If the matter remains in dispute after mediation, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

- a. Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

- b. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

- c. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

5-1.29 Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

GENERAL CONDITIONS

SECTION 6

PROSECUTION AND PROGRESS

6-1 General

6-1.01 Mutual Responsibility of Contractors

If through the negligent acts or omissions of the Contractor, any other contractors or any subcontractor shall suffer damage on the Work, the Contractor agrees to fairly compensate such other contractor or subcontractor for its damages. If such other contractor or subcontractor shall assert any claim against the District on account of any damage alleged to have been sustained, the District shall give timely notification to the Contractor, who shall indemnify and save harmless the District against any such claim.

6-1.02 Separate Contracts

The Contractor shall coordinate his/her operations with those of other contractors performing Work for the District. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the Work. The Contractor, including his/her subcontractors, shall keep informed of the nature and progress of the Work of other contractors and shall notify the District immediately of lack of progress or defective workmanship on the part of other contractors. Failure of the Contractor to keep informed of the Work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as a waiver of any impacts on the cost or timeliness of its own Work.

6-1.03 Subcontracting

The Contractor may use the services of subcontractors under those conditions as set forth in this section. The Contractor's attention is directed to Chapter 4, commencing with Section 4100 of the California Public Contract Code known as the "Subletting and Subcontracting Fair Practices Act". Violations of the Act may result in the imposition of penalties by the District or the taking of disciplinary action by the Contractors State License Board.

The Contractor shall use only those subcontractors listed in the Quote Documents. Those subcontractors shall complete only those items or portions of Work listed in the Quote Documents for each subcontractor. The Contractor shall not substitute any subcontractor in place of the subcontractors listed in the Quote Document, except that the District may allow such substitution pursuant to Section 4107 of the California Public Contract Code. Subsequent subletting of any portion of the Work not listed specifically in the Quote Document as being performed by a subcontractor will not be permitted by the District except by a determination, reduced to writing, of public emergency or necessity pursuant to Section 4109 of the California Public Contract Code.

If the Contractor fails to specify a subcontractor or if the Contractor specifies more than one subcontractor for the same portion of Work to be performed under the Contract in excess of one-

half of 1 percent of the Contractor's total Quote, the Contractor agrees that he or she is fully qualified to perform that portion himself or herself and that the Contractor shall perform that portion himself or herself.

The Contractor shall perform with his/her own organization contract Work amounting to not less than fifty percent (50%) of the original total Contract price, including the cost of materials, equipment, and labor, except that any Work designated as a "Specialty" item on the Quote Schedule may be performed by subcontract and the amount of any such "Specialty" item so performed may be deducted from the original total Contract price before computing the amount of Work required to be performed by the Contractor with his/her own organization. When an entire item is subcontracted, the value of Work subcontracted will be based on the Contract item Quote price. When a portion of an item is subcontracted, the value of Work subcontracted will be based on the estimated percentage of the Contract item Quote price, determined from information submitted by the Contractor, subject to approval by the District.

Nothing contained in this Contract shall create any contractual relation between any subcontractor and the District.

No subcontractor will be recognized as such, and all persons engaged in the Work will be considered employees of the Contractor and the Contractor will be held responsible for their Work, which shall be subject to the provisions of the Contract Documents.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the District may exercise over the Contractor under any provision of the Contract Documents.

The Contractor shall include all subcontractors as additional insureds under its insurance policies and shall furnish certificates and signed endorsements stating the same or shall furnish certificates and signed endorsements for separate policies for each subcontractor, all in conformance with Insurance Requirements under Section 8 of these General Conditions.

6-1.04 Assignment

The Contractor may not assign the performance of the Contract or any part of the Work.

The Contractor may assign money due or to become due him/her under the Contract and such assignment will be recognized by the District, if given proper notice thereof, provided that any such assignment shall be subject to the District's right or duty to withhold payment for the completion of the Work or in response to stop payment notices.

6-1.05 Pre-Construction Conference

The successful Quoter will be required to attend a pre-construction conference held at the Nevada Irrigation District office in Grass Valley. The conference will be held on a convenient date shortly after the Award of the Contract. Attendance at this conference is mandatory prior to starting any Work on the project.

6-1.06 Notice to Proceed

The District will issue a Notice to Proceed only after the following requirements are met:

1. The Contractor has provided an acceptable performance bond and labor and material payment bond, with certifications, as required in Section 8 of these General Conditions.
2. The Contractor has provided acceptable proof of insurance and related documents, as required in Section 8 of these General Conditions.
3. Both the District and the Contractor have properly signed the Contract.
4. The Contractor has attended a pre-construction conference.

6-1.07 Beginning of Work

The Contractor shall begin Work within fifteen (15) days of the date of the written Notice to Proceed and shall diligently prosecute the same to completion within the time limit provided in the Contract Documents.

No Work shall begin until the following requirements are met:

1. The Contractor has received the Notice to Proceed.
2. The Contractor has notified the District, in writing, of the name of the Contractor's authorized representative, as further discussed herein in Section 3 under "Superintendence".
3. The Contractor has notified the District, in writing, and has received approval of the regular work hours to be used by Contract forces. The Contractor's attention is directed to this section under "Restriction on Work Hours; Weekend, and Holiday Work".
4. A notice in writing of the Contractor's intention to start Work, specifying the date he/she intends to start, is given to the District at least twenty-four (24) hours in advance.
5. A minimum three working days' written notice is received by the District on any Contractor-requested construction staking needed to begin Work.
6. The Contractor has informed the District, in writing, the location that payroll records will be kept for the Contract (Labor Code, §1776f).
7. The Contractor has posted the determination of prevailing wage rates at the site of Work (Labor Code, § 1773.2).
8. The Contractor is prepared to take all precautions required for public safety and to observe all the provisions in these Specifications.

6-1.08 Progress Schedule

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the District an estimated construction progress schedule in form satisfactory to the District. The schedule shall be a reasonable and practical plan for executing the Work and shall show the proposed dates of commencement and completion of each of the various subdivisions of Work required under the Contract Documents and the anticipated percent complete at the end of each week for each item. The schedule shall also show the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Progress Schedule shall reflect the Work of the Contractor and all his/her subcontractors and suppliers.

As part of the Progress Schedule or as a separate schedule, the Contractor shall provide the District with a schedule of submittals showing expected submittal date and expected return date from the District. The schedule shall reference applicable Technical Specification Sections requiring the submittal.

The schedule will be in the form, detail, and number prescribed by the District. It will be revised by the Contractor from time to time to reflect all changes in Contract work and adjustments in time, money, or both that are approved by the District.

A "Critical Path" type of schedule will be acceptable if accompanied by sufficient information and back-up data to satisfy the District. If a Critical Path type schedule is used, the percentage of completion for each phase or item on the schedule will be shown at the end of each week. The progress schedule will indicate labor, materials, and equipment actually incorporated into the work (construction in place). No progress will be indicated for materials and equipment on the site, but not incorporated into the Work. The Schedule shall reflect the Work of the Contractor and all his/her subcontractors and suppliers.

When the Contractor is more than seven (7) days behind schedule on activities considered critical by the District, the District will have the right to require the Contractor to prepare and submit a recovery schedule indicating how the work will be brought on schedule. The recovery schedule will also make adjustments in the projected percent complete at the end of each week and anticipated monthly payments. This requirement will apply to a "Critical Path" type schedule or such other form of a schedule that is found satisfactory to the District and accepted for use.

Submittal, acceptance, and use of the Schedule in any form showing a completion date earlier than the Contract date of completion shall not change the Contract time of completion unless a formal Change Order to the Contract is issued.

6-1.09 Temporary Suspension of Work

By written order to the Contractor, the District may suspend the Work wholly or in part, for such period as the District may deem necessary, for any of the following reasons: (1) the existence of weather conditions or any other conditions which are unfavorable for the proper prosecution of the Work; (2) failure on the part of the Contractor to carry out orders given or to perform any provisions of the Contract; or (3) the convenience and benefit of the District. The Contractor shall immediately comply with such written order and shall resume the suspended work only upon the District's written order to do so.

If the suspension is ordered under the authority of (1) above, the Contractor shall not be entitled to additional compensation or time under the Contract, except insofar as the condition causing the suspension may constitute an unforeseen cause of delay justifying a time extension in accordance with Section 6 under "Time of Completion." Normal seasonable inclement weather shall not be considered as an unforeseen cause of delay justifying a time extension in accordance with Section 6 under "Time for Completion". The normal seasonal inclement weather days to be expected will be calculated utilizing NOAA data for the local area and will be based upon a ten-year average for the number of days per month for which rainfall is greater than ½-inch. The District will consider no request for additional compensation or time until the inclement weather days as calculated herein for the month have been exceeded.

Only inclement weather days in excess of the normal seasonal inclement weather days expected for the month will be considered. The Contractor will provide copies of the NOAA data and the summation of the number of inclement weather days per month to the District in support of a request by the Contractor.

If the suspension is ordered under authority of (2) above, the Contractor shall not be entitled to additional compensation or time under the Contract.

If the suspension is ordered under authority of (3) above, it shall be considered an unforeseen cause of delay beyond the control and without the fault or negligence of the Contractor within the meaning of Section 6 under "Time for Completion" and if a delay occurs as a result thereof, the time of completion shall be extended for a period justified by the effect of such delay on the completion of the work, subject to the provisions of that Section. If, by reason of such suspension, a time extension is justified in accordance with Section 6 under "Time for Completion", the Change Order granting such extension shall make such adjustment in Contract price on account of suspension as the District determines to be equitable.

In the event that a suspension of work is ordered as provided above, and should such suspension be ordered by reason of the failure of the Contractor to carry out orders or to perform any provision of the Contract; or by reason of weather conditions being unsuitable for performing any item of work, which work, in the sole opinion of the District, could have been performed prior to the occurrence of unsuitable weather conditions had the Contractor diligently prosecuted the work when weather conditions were suitable; the Contractor, at his/her expense, shall do all the work necessary to provide a safe, smooth, and an unobstructed passageway through construction for use by public traffic during the period of such suspension as provided, in Section 5 under "Public Convenience," and "Public Safety," and as specified in the Special Conditions for the work. In the event that the Contractor fails to perform the work above specified, the District will perform such work, and the cost thereof will be deducted from money due or to become due the Contractor.

In the event that a suspension of work is ordered by the District due to inclement weather conditions that exceed the normal seasonal weather as defined in this section, and in the sole opinion of the District, the Contractor has prosecuted the work with energy and diligence prior to the time that operations were suspended, the cost of providing a smooth and unobstructed passageway through the work will be paid for as extra work as provided in Section 2 "Changes Ordered by District," Subsection "Extra Work" or, at the option of the District, such work will be performed by the District at no cost to the Contractor.

In the event of a suspension of work under any of the conditions set forth in this Section "Temporary Suspension of Work," such suspension of work shall not relieve the Contractor of his/her responsibilities as set forth in Section 5, "Legal Relations and Responsibility."

In the event of temporary suspension of work, or during inclement weather, or whenever the District shall direct, the Contractor will and will cause his/her subcontractors to protect carefully his/her and their work and materials against damage or injury from the weather. If in the opinion of the District, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his/her subcontractors to so protect his/her work, such materials shall be removed and replaced at the expense of the Contractor.

6-1.10 Continuity of Work

The Contractor shall diligently prosecute the work from beginning to completion in accordance with the progress schedule. The Contractor shall remain focused on the job throughout the work, and not pull off the job temporarily without prior approval of the District.

6-1.11 Time for Completion

The Contractor shall complete all of the Work called for under the Contract Documents within the number of days specified in the Contract Documents starting from the date of the Notice to

Proceed. If the date of the Notice to Proceed is more than twenty (20) days from the Award of the Contract, and the delays in issuing a Notice to Proceed are a result of the Contractor's actions or inactions, then the work shall be completed within the number of days specified in the Contract Documents starting from a date twenty (20) days after the Notice of Award date. Notwithstanding the foregoing, in accordance with the Instructions to Quoters, delays in issuing a Notice to Proceed caused by Contractor's failure to execute the contract or to file required bond and or insurance documentation shall result in the revocation of the contract award.

Permitting the Contractor, at the District's option, to provide adequate documents after the specified time listed in the Instructions to Quoter under Document Checklist for Successful Quoter shall in no way constitute a waiver on the part of the District of any of its rights under the Contract, including the revocation of the award of the Contract and forfeiture of the Quote guaranty.

When a delay occurs after the date of the Notice to Proceed, due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including acts of God, acts of the public enemy, governmental acts, fires, floods, epidemics, strikes (except as caused by improper acts or omissions of the Contractor), the time of completion shall be extended for a period justified by the effect of such delay on the completion of the Work. A delay of a subcontractor or supplier due to the above circumstances will be taken into consideration for an extension of time of completion. Normal seasonable inclement weather shall not be considered an unforeseeable cause for delays.

An "Act of God" means an earthquake, flood, cyclone, or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or to make preparation in defense against.

Delays in delivery of equipment or material purchased by the Contractor, his/her subcontractors, or any subcontractors or suppliers of subcontractors, shall not be considered as a just cause for delay absent the circumstances set forth above. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

If circumstances occur which will or may constitute an unforeseeable cause of delay as described above, the Contractor shall file written notice thereof with the District within the shortest practicable time after the circumstance comes to the Contractor's notice. The notification shall be accompanied by evidence of the fact and effect of the circumstances. **CIRCUMSTANCES OF WHICH NO NOTIFICATION HAS BEEN GIVEN WITHIN TWENTY (20) DAYS OF THEIR COMMENCEMENT SHALL NOT AFTERWARD BE CLAIMED AS GROUNDS FOR EXTENSION OF TIME OF COMPLETION, IRRESPECTIVE OF THE ACTUAL TIME OF OCCURRENCE OF ANY DELAY RESULTING THEREFROM.**

The District shall ascertain the facts and the extent of the delay if any, and at such time as the effect of the delay upon the completion of the Work can be determined, District shall, if it finds that a time extension is justified, issue an appropriate Change Order subject to the provisions of Section 2 under "Changes Ordered by District."

If the District determines that a time extension is not justified, the District shall so advise the Contractor in writing. Should the Contractor disagree with such a finding, the Contractor may submit a claim for resolution under Section 5. Except as otherwise provided for in Section 6 under "Temporary Suspension of Work," "Right-of-Way Delays," and "Cultural Resources Delay," delays due to unforeseeable causes within the meaning of this Section shall not entitle the Contractor to additional compensation under the Contract.

6-1.11-A Early Completion

Whether or not the District accepts or approves the Contractor's schedule with an early completion date, the District has no obligation to accept the Contract as complete at any date prior to the specified Contract completion date. The Contractor shall have no right to claim damages for District-caused delays that do not delay the Contractor beyond the specified Contract completion date.

6-1.12 Liquidated Damages

It is agreed by the parties to the Contract that in case all the work and obligations called for under the Contract in all parts and requirements are not finished within the number of calendar days as set forth in the Contract Documents, damage will be sustained by the District, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the District will sustain in the event of and by reason of such delay. However, damages will arise due to the incurrence of additional engineering and administrative expense, claims of consultants, other contractors, suppliers, and subcontractors on the job, claims and damages arising from failure to provide facilities for service on the dates specified, and other damages arising from District's obligation to cover or provide other goods at a satisfactory price so that the work can be completed within the approved schedule. It is therefore agreed that the Contractor will pay to the District, the sum set forth in this Contract for each and every calendar days delay in finishing the work in excess of the number of days prescribed, and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the District may deduct the amount thereof from any moneys due or that may become due to the Contractor under the Contract.

Liquidated damages will apply unless and until the Work is finished, whether or not the Work is substantially completed, and whether or not the District has occupied or used any portion of the work, unless District has accepted the work and recorded a Notice of Completion.

6-1.13 Right-of-Way Delays

If through the failure of the District to acquire right-of-way, the Contractor sustains loss which could not have been avoided by the judicious handling of forces, equipment, and plant, there shall be paid to the Contractor such amount as the District may find to be a fair and reasonable compensation for such part of the Contractor's actual loss, as, in the opinion of the District, was unavoidable, determined as follows:

Compensation for idle time of equipment will be determined in the same manner as determinations are made for the equipment used in the performance of extra work paid for on a force account basis, as provided in Section 7 under "Force Account Payment," Subsection "Work Performed by Contractor," Sub-subsection "Equipment Rental," with the following exceptions:

1. The right-of-way delay factor for each classification of equipment shown in the Equipment Rental Rates, which are a part of the Contract, will be applied to such equipment rate rental.
2. The time for which such compensation will be paid will be the actual normal working time during which such delay condition exists, but in no case will exceed eight (8) hours in any one (1) day.
3. The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays, and legal holidays, during the existence of such delay, except that

when rental of equipment is paid for under the provisions in Section 7 under Subsection "Equipment Rental," Sub-subsection "Equipment Not On the Work," no payment will be made for right-of-way delays in accordance with the provisions in this Section.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of men, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this Section "Right-of-Way Delays" and compensation for idle time of men will be determined as provided in Section 7 under Subsection "Labor," and no markup will be added in either case for overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided in Section 2 under "Changes Ordered by District," Subsection "Increased or Decreased Quantities".

If performance of the Contractor's work is delayed as the result of the failure of the District to acquire right-of-way, an extension of time determined pursuant to the provisions in this Section under "Temporary Suspension of Work" will be granted.

6-1.14 Cultural Resources Delay

In the event cultural resources are discovered during surface or subsurface excavations at locations of the Work, the Contractor shall immediately cease all construction operations at the location of such cultural resource find and shall notify the District. The District shall, if necessary, and at District cost, secure the services of a qualified archeologist to assess the value of these resources and make recommendations to the State Historic Preservation Officer for further direction. If the State Historic Preservation Officer or the District directs the work to be temporarily ceased at the location of the cultural find, the Contractor shall temporarily suspend the work at the location. Contractor shall review CEQA documents for direction concerning cultural resources.

If the District or the State Historic Preservation Officer directs that the work be temporarily suspended for the protection of cultural resources on a portion of the work which is the current controlling operation on the Contract, the total number of days for which the suspension is in effect shall be added to the number of allowable Contract days in computing the total number of allowable Contract days.

Current operation shall not be considered as the current controlling operation if, in the opinion of the District, the Contractor's operation may be moved or diverted to other productive work on the project without affecting the project completion date excepting there from reasonable time for affecting such move or diversion.

If a portion of work at the time of such suspension is not a controlling operation, but subsequently does become the current controlling operation, the determining of Contract time will be made on the basis of the current controlling operation or operations.

If, as a result of a temporary suspension of the work at a location or locations, the Contractor sustains a loss that could not have been avoided by his/her judicious handling of forces, equipment, and plant, to perform other work on the Contract, there shall be paid to the Contractor such amount as the District may find to be fair and reasonable compensation for such part of the Contractor's actual loss, as, in the opinion of the District, was unavoidable. Such compensation shall be determined as specified in Section 6 under "Right-of-Way Delays".

6-1.15 Utilities and Other Facilities

Attention is directed to Section 5 under "Preservation of Property," and "Responsibility for Damage". The Contractor shall protect from damage to utility and other facilities that are to remain in place, be installed, relocated, or otherwise rearranged.

It is anticipated that some or all of the utility and other facilities, both above ground and below ground that are required to be rearranged (as used herein, rearrangement includes installation, relocation, alteration, or removal) as a part of the work will be rearranged in advance of construction operations. Where it is not anticipated that such rearrangement will be performed prior to construction, or where the rearrangement must be coordinated with the Contractor's construction operations, the existing facilities that are to be rearranged will be indicated on the Plans or in the Special Conditions. Where a rearrangement is indicated on the Plans or in the Special Conditions, the Contractor shall be responsible for all costs of performing the work involved in such rearrangement.

The right is reserved to the District and the owners of facilities, or their authorized agents, to enter upon the right-of-way for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct his/her operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces. Wherever necessary, the work of the Contractor shall be coordinated with the rearrangement of utility and other facilities, and the Contractor shall make arrangements with the owner of such facilities for the coordination of the work.

When ordered by the District in writing, the Contractor shall rearrange any utility or other facility necessary to be rearranged as a part of the work and such work will be paid for as extra work as provided in Section 2, "Changes Ordered by District," subsection "Extra Work."

Should the Contractor desire to have a rearrangement made in any utility facility, or other improvement, for his/her convenience in order to facilitate his/her construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the Plans or in the Special Conditions, the Contractor shall make whatever arrangements are necessary with the owners of such utility or other non-highway facility for such rearrangement and bear all expenses in connection therewith.

Attention is directed to the possible existence of underground facilities not known to the District or in a location different from that shown on the Plans or in the Special Conditions. The Contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service.

Where it is determined by the District that the rearrangement of an underground facility, the existence of which is not shown on the Plans or in the Special Conditions, is essential in order to accommodate the work, the District will provide for the rearrangement of such facility by other forces or such rearrangement shall be performed by the Contractor and will be paid for as extra work as provided in Section 2 "Changes Ordered by District," Subsection "Extra Work." Any delays to the Contractor's operations as a direct result of utility or other facilities not being rearranged as herein provided (other than delays in connection with rearrangements made to facilitate his/her construction operations or delays due to a strike or labor dispute) will be considered right-of-way delays within the meaning of Section 6 under "Right-of-Way Delays," and compensation for such delay will be determined in accordance with said Section. The Contractor shall be entitled to no other compensation for any such delay.

Any delays to the Contractor's operations as a direct result of utility or other facilities not being rearranged as provided in this Section due to a strike or labor dispute will entitle the Contractor to an extension of time as provided in Section 6 under "Time for Completion." The Contractor shall be entitled to no other compensation for any such delay.

6-1.16 Restrictions on Work Hours, Weekend, and Holiday Work

The Contractor shall establish regular work hours at the onset of the project, and shall keep those hours through completion of the work. Prior to starting work, the Contractor shall submit, in writing, his/her proposal for regular work hours for approval by the District. No work shall take place on any part of this Contract outside of these regular work hours. Regular work hours shall be restricted to eight (8) hours per day and shall occur between 7:00 a.m. and 5:00 p.m. Requests for changes in the established work hours shall be made in writing and must be approved by the District two (2) full working days in advance of the start of the requested change. Contractor cannot work weekends unless approved by the District 48 hours before unless it is an emergency.

The Contractor shall not work on any part of this Contract during Saturdays, Sundays, or official District holidays. Official District holidays include New Year's Day, King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. The restriction will apply to the day the holiday is observed by the District. Work on Saturdays, Sundays, or official District holidays may be approved by the District at its sole discretion. A written request and explanation of necessity by the Contractor must be received two (2) full working days prior to the day or days requested.

These restrictions do not apply to work described elsewhere in these Specifications which may require work during these restricted times.

These restrictions do not apply to emergency work as defined elsewhere in these Specifications or to work considered being an emergency by the District including, but not limited to; completion of repairs during an unscheduled outage, correction of a safety hazard, or securing a facility in danger of imminent failure. If required, emergency work during night hours shall be performed in as safe and expedient manner as practicable, including the use of proper and adequate lighting, traffic control, and other safety procedures. The Contractor's attention is directed to the General Conditions of this Contract under "Public Safety". During emergency work, the Contractor shall put forth maximum effort and use all resources available to complete the work and minimize work during restricted hours. Work required solely for the purpose of avoiding liquidated damages for failure to complete the Contract within the allotted time will not be considered an emergency.

If work in excess of 8 hours per day, 40 hours per week, or on Saturdays, Sundays, or official District holidays is approved by the District, the Contractor shall be responsible for all District expenses associated with the administration and inspection of the Contract work incurred during the restricted hours including, but not limited to; equipment, payroll, and overhead charges. These expenses shall be withheld from amounts due under the Contract.

The District will conditionally allow the Contractor to work four (4) days per week at nine (9) or ten (10) hours per day for a total of forty (40) hours per week subject to any requirements for overtime pay. This schedule will be approved on the condition that all work is done during daylight hours and that the Contractor generally schedules the work so that inspection is not needed at the beginning or end of the day when the inspectors would be required to work overtime. Occasionally, inspection overtime would be acceptable. Under this work schedule, the Contractor would not be charged for overtime inspection costs for weekday overtime within the Contractor's approved work schedule. If the District is not satisfied with the amount of overtime inspection

required for this work schedule, or for any reason the work schedule is not satisfactory to the District, the District reserves the right to require the Contractor to work no more than eight (8) hours per day, in accordance with this section. Conditional approval of a four (4) days per week schedule will not change any of the restrictions on working Saturdays, Sundays, and official District holidays.

6-1.17 Rights-of-Way and Construction Limits

The Contractor shall operate within the rights of ways and construction limits designated on the Plans. Operation outside of these limits will be the Contractor's responsibility including any costs incurred from said operation.

Should the Contractor for any reason require lands, rights of way, or easements in addition to those provided on the Plans, the Contractor shall make his/her own arrangements for same, and the cost thereof shall be included in appropriate items of the Quote Schedule. Such arrangement shall be set forth in written agreement between the Contractor and the property owner. In addition, the Contractor shall, prior to entering these areas, obtain a written release. The release shall be presented to and meet with the approval of the District prior to the work. [An acceptable form of release is included in the Appendix at the end of these Specifications.]

When construction is within County or State rights of way, the Contractor shall conduct his/her operations in accordance with the rules and regulations of said agencies.

Nothing herein contained and nothing marked on the Plans shall be interpreted as giving the Contractor exclusive occupancy of the working limits shown on the Plans.

6-1.18 Access to Private Property

The Contractor shall minimize the amount of time a private road or driveway is left impassable. The Contractor's attention is directed to the General Conditions of this Contract under "Public Convenience". Prior to blocking access to private property, the Contractor shall contact the owners or residences allowing them reasonable time to remove vehicles from the street. The Contractor shall, at all times provide safe passage for pedestrians to private property. Satisfactory arrangements shall be made with the property owner if property access is to be blocked for an unreasonable length of time, or four (4) hours or longer. The Contractor shall, at all times be prepared to provide immediate vehicular access to private property during an emergency. The Contractor shall maintain, at the work site, steel plates or other materials for bridging across open trenches allowing passage of emergency traffic. Should an emergency occur, the Contractor shall use all his/her labor and equipment to accommodate the needs dictated by the emergency.

6-1.19 Use of Private Roads

The Contractor shall gain permission in writing from the owner of any private roads he/she uses during the prosecution of this work. The Contractor shall be solely responsible for any damage to the above or other private roads, bridges, culverts, gates and fences used.

6-1.20 Existing Underground Public Utilities

The Contractor's attention is directed to the possible presence of underground public utilities that are located throughout the project alignment. The Contractor shall proceed with caution while excavating near or around where these utilities exist or are believed to exist. Prior to excavating, the Contractor shall contact the Underground Service Alert (USA) at 1-800-642-2444, utilities shall

be verified and marked in the field, and potholing shall occur for high-risk utilities. Contractor shall be solely responsible for any damage to utilities

6-1.21 Tree Drip-line Restrictions

The Contractor shall restrict his/her activities within the drip line of trees to a continuous operation for the completion of the work. No equipment shall be parked, and no materials stockpiled within the drip line of trees.

6-1.22 Inclement Weather Shutdown

In the event the Contractor is ordered, either by the County under the requirements of any permits, other agency and the requirements of agreements, or by the District, to suspend work due to inclement weather, the Contractor shall secure all areas of operation in a manner so as to facilitate public convenience, eliminate public safety hazards, and so as not to allow, cause, or create substantial erosion or loss of silt, mud or rocks from the work areas. Such measures shall be maintained until no longer required.

6-1.23 California Environmental Quality Act (CEQA)

Contractor shall review the CEQA documents for the project. Contractor shall be required to adhere to all mitigation measures unless designated by the District or clarified in the contract.

6-1.24 Local Business Preferences

For contracts greater than \$4 Million dollars in cost, Nevada Irrigation District (NID) seeks to encourage, where feasible, the use of businesses, contractors, consultants, suppliers, and laborers established and/or residing within the NID boundaries. Contractors submitting quotations on contracts greater than \$4 Million dollars are required to make a good-faith effort to meet the following criteria, or to explain why meeting such criteria was not feasible:

1. The Local Preference Boundaries (LPB) is the District Boundary as adopted by the NID Board of Directors, including the Cities of Grass Valley and Nevada City.
2. A contractor submitting a Quote will be expected to seek local participation under this policy a minimum of ____% of the total contract Quoted price.
3. To be considered as within the LPB, the eligible businesses, contractors, consultants, and suppliers shall have possessed a business license, issued by a jurisdiction within the LPB, continuously for a minimum of two years prior to the submittal of the quotation by the Contractor to NID.
4. Contractors submitting quotations should make a good faith effort to meet the local preference criteria and, if unable to do so, shall provide information to NID supporting the conclusion that he or she was unable to reasonably meet these criteria without substantially increasing the project costs or otherwise not meeting project design or other construction requirements. Such explanatory information from contractor shall be provided with his or her quotation.
5. . A contractor can request in writing to be exempt from the Local Business Preference. This request will be reviewed and recommended to the General Manager by the Director

of Engineering for exemption. The exemption of this good faith effort is at the sole discretion of the District.

6-2 Termination of Contractor's Control of Work

Whenever, in the opinion of the District, the Contractor has failed to supply an adequate force of labor, equipment, or materials of proper quality, or has failed in any other respect to prosecuting the work with the diligence specified in the Contract; or if the Contractor should persistently or repeatedly refuse or fail to comply with laws, ordinances, or directions of the District; or if he/she should consistently fail to make prompt payments to subcontractors, or for labor or materials, the District may give written notice of at least five (5) days to the Contractor and his/her sureties that if the defaults are not remedied within a time specified in such notice, the Contractor's control over the work will be terminated.

If the Contractor should be adjudged as bankrupt, or make an assignment for the benefit of his/her creditors, or if a receiver should be appointed on account of his/her creditors, or if a receiver should be appointed on account of his/her insolvency, the District may declare the Contractor's control over the work terminated, and so notify the Contractor and his/her sureties.

Upon such termination, the District may take possession of and use all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises to complete all or any part of the work; the District assuming responsibility for the final relinquishment of such equipment at the conclusion of the work, or sooner, at its option, in as good condition as when it was taken over, reasonable wear and tear excepted; and the District agrees to pay for such materials and the use of said equipment at reasonable compensation to be mutually agreeable to the District and the Contractor.

The District may permit the surety to complete or cause the Contract work to be completed, or the District may direct that all or any part of the remaining work be completed by the issuance of subsequent contracts or by other means.

If the work is completed as provided above, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the District in finishing the work, plus all damages sustained or to be sustained by the District plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the work herein contemplated, provided that sworn statements of said claims shall have been filed with the District, the excess not otherwise required by these Specifications to be retained shall be paid the

Contractor. If the sums so expended exceed the unpaid balance, the Contractor and his/her surety are liable to the District for the amount of such excess. If the surety completes the Contract work as provided above, such surety shall be paid any money due under the Contract less all damages sustained or to be sustained by the District and less any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the work herein contemplated.

GENERAL CONDITIONS

SECTION 7

MEASUREMENT AND PAYMENT

7-1 General

7-1.01 Measurement of Quantities

All work to be paid for at a Contract price per unit of measurement will be measured by the District in accordance with United States Standard Measures. A ton shall consist of 2,000 pounds of avoirdupois.

Unless shipped by rail, material paid for by weight shall be weighed on scales furnished by and at the expense of the Contractor or on other sealed scales regularly inspected by the Bureau of Weights and Measures or its designated representative.

All weighing, measuring and metering devices used to measure the quantity of materials used in the work shall be suitable for the purpose intended and shall conform to the tolerances and specifications as outlined in Title 4, Chapter 8 of the California Administrative Code and these Specifications.

All weighing, measuring or metering devices used to determine the quantity of materials to be paid for will be considered to be "commercial devices," and shall be sealed by the Bureau of Weights and Measures or its authorized representative as often as the District may deem necessary.

Whenever material is weighed on scales used for any commercial purpose in addition to weighing material for use on contracts administered by the District, the scales shall be operated by a Weighmaster licensed in accordance with the provisions of the California Business and Professions Code, Division 5, Chapter 7. The Contractor shall furnish a Public Weighmaster's certificate, or a Private Weighmaster's certificate, or certified daily summary weigh sheets. A representative of the District, may, at the discretion of the District, be present to witness the weighing and to check and compile the daily record of such scale weights.

When required by the District, the operator of each vehicle weighed shall obtain a weight or load slip from the weigher and deliver said slip to the District at the point of delivery of the material.

Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the Contract; or material not unloaded from the transporting vehicle; or material placed outside of the lines indicated on the Plans or established by the District; or material remaining on hand after completion of the work; will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling and disposing of rejected material.

Full compensation for all expenses involved in conforming to the requirements specified in this Section 7-1.01 shall be considered as included in the unit prices paid for the materials being measured or weighed and no additional compensation will be allowed therefore.

7-1.02 Final Pay Quantities

When the estimated quantities for a specific portion of the work are so designated on the Plans, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the Plans are revised by the District. If such dimensions are revised and such revisions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions. The estimated quantities for such specific portion of the work shall be considered as approximate only and no guaranty is made that the quantities, which can be shown on the Plans, will equal the estimated quantities. No allowance will be made in the event that the quantities based on computations do not equal the estimated quantities.

In case of a discrepancy between the quantities shown on the Plans as final pay quantities and the quantity of the same item shown in the District's Estimate, payment will be based on the final pay quantities shown on the Plans.

7-1.03 Scope of Payment

All payments made under this Contract shall be made directly to the Contractor and no other(s).

The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work as shown on the Plans and as described in these Specifications; for performing all work contemplated and embraced under the Contract; for loss or damage arising from the nature of the work, from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until a Notice of Acceptance of Completion is issued by the District's General Manager; for all risks of every description connected with the prosecution of the work; for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the work according to the Plans and Specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.04 Force Account Payment

When extra 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 the District and compensation will be determined as follows:

7-1.04-A Work Performed by Contractor

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the work determined as hereinafter provided in Sections 7-1.04A (1), "Labor," 7-1.04A (2), "Materials," and 7-1.04A (3), "Equipment Rental," except where agreement has been reached to pay in accordance with Section 7-1.04B, "Work Performed by Special Forces or Other Special Services."

To the total of the direct costs computed as provided in Sections 7-1.04A (1), "Labor," 7-1.04A (3), "Equipment Rental," there will be added a markup of fifteen percent (15%) to the cost of labor and equipment rental. There shall be no markup added to the Contractor's costs for materials.

The above markups shall constitute full compensation for all overhead costs which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 7-1.04A (1), "Labor, 7-1.04A (3)," "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of such work and shall constitute full compensation, therefore.

When extra work paid for on a force account basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the District for such work. No additional payment therefore will be made by the District by reason of the performance of the work by a subcontractor or other forces.

7-1.04-A (1) Labor

The Contractor shall pay the prevailing wages as determined in the General Conditions of this Contract. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the work. If authorized by the District, the cost of not more than one supervisor per crew may be included. The cost of a project superintendent may not be included unless specifically authorized by the District and will otherwise be considered as included in Contractor's project overhead costs. If authorized, a superintendent shall be considered as the foreman; thereby replacing the foreman of a crew or, if more than one crew is involved in performing the force account work, he/she shall be considered the coordinator of the crews, which crews may have a foreman, if authorized. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

7-1.04-A (1a) Actual Wages

Actual wages, but not in excess of prevailing wages, shall be determined using certified payroll records and shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, and similar purposes.

7-1.04-A (1b) Compensation for Principals

Principals of the Contractor's or a subcontractor's firm not receiving an actual wage shall be compensated for at the prevailing wage herein determined for the classification of the work performed by the principal. If the principal is acting as a foreman or superintendent authorized by the District, compensation shall be at a rate of 115% of the highest prevailing rate required to perform the force account work.

7-1.04-A (1c) Overtime

Overtime rates for labor will not be paid unless the District authorizes such payment in advance of the work.

7-1.04-A (1d) Labor Surcharge

A surcharge will be added to the actual wages paid as defined in 7-1.04A (1a) which shall constitute full compensation for all payments made by the Contractor imposed by the State and Federal Laws, including, but not limited to, Workmen's Compensation insurance, unemployment insurance and social security. The same surcharge will be added to compensation paid for principals as defined in 7-1.04 (1b) which shall constitute full compensation for all payments made by the Contractor to or on behalf of the principal including but not limited to, payments imposed by State and Federal Laws, insurance,

bonuses, and travel and subsistence. The amount of surcharge paid for all labor compensated for under this section shall be the standard percent listed by the California Department of Transportation in their latest edition of "Labor Surcharge and Equipment Rental Rates" with no exceptions taken for any special type of work that may be listed separately.

7-1.04-A (2) Materials

The District reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and markup on such materials.

Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of such materials will be the cost to the purchaser, whether Contractor, subcontractor, or other forces, from the supplier thereof, except as the following are applicable:

7-1.04-A (2a) Discount

If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the District notwithstanding the fact that such discount may not have been taken.

7-1.04-A (2b) Indirect Purchase

If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the District. No markup except for actual costs incurred in the handling of such materials will be permitted.

7-1.04-A (2c) Supplies Owned by Purchaser

If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefore will not exceed the price paid by the purchaser for similar materials furnished from said source on Contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.

7-1.04-A (2d) Unsatisfactory Cost Data

If the cost of such materials is, in the opinion of the District, excessive, or if the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, then the cost of such material shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts as provided in Section 7-1.04A (2a)

7-1.04-A (3) Equipment Rental

All construction equipment used in performing Extra Work, as described herein, shall be approved by the District prior to use.

The Contractor will be paid for the use of equipment at the rental rates specified below for such equipment, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor.

The schedule of Equipment Rental rates shall be in accordance with the LABOR SURCHARGE & EQUIPMENT RENTAL RATES, as published by the State Department of Transportation, Division of Construction in effect on the date the work is performed.

Equipment requiring separate tractive or power units shall be matched to such units according to the manufacturer's minimum recommended ratings. The Contractor shall furnish the District a written description of each item of construction equipment, listing its identification number and, as applicable, its make, model, size, capacity, mounting, horsepower, type of power, and fuel; and shall identify the equipment on list of rental rates.

If it is deemed necessary by the District to use equipment not listed in the LABOR SURCHARGE & EQUIPMENT RENTAL RATES, the rate will be developed from the U. S. Army Corps of Engineers publication, "Construction Equipment Ownership and Operating Expenses," in effect on the date the work is performed if the equipment is covered therein. Failing this, the District will establish a suitable rental rate for such equipment. The Contractor may furnish any cost data that might assist the District in the establishment of such rental rate.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided in Section 7-1.04A (1), "Labor".

All equipment shall, in the opinion of the District, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment, which has no direct power unit, shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

7-1.04-A (3a) Equipment on the Work

The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other such extra work.

The following shall be used in computing the rental time of equipment on the work:

1. When hourly rates are listed, less than thirty (30) minutes of operation shall be considered to be one-half (1/2) hour of operation.

2. When daily rates are listed, less than four (4) hours of operation shall be considered to be one-half (1/2) day of operation.

7-1.04-A (3b) Equipment Not on the Work

For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Equipment Rental Rates, which are a part of the Contract, or determined as provided in Section 7-1.04A (3) and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

1. The original location of the equipment to be hauled to the location of the work shall be agreed to by the District in advance.
2. The District will pay the costs of loading and unloading such equipment.
3. The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers.
4. The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.
5. The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the equipment is used to perform the extra work on such days, and shall terminate at the end of the day on which the District directs the Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

Hours Equipment is in Operation	Hours to be Paid
0	4
0.5	4.25
1	4.5
1.5	4.75
2	5
2.5	5.25
3	5.5
3.5	5.75
4	6
4.5	6.25
5	6.5
5.5	6.75
6	7
6.5	7.25
7	7.5
8	8
Over 8	Hours in Operation

The hours to be paid for equipment which is operated less than eight (8) hours due to breakdown, shall not exceed eight (8) less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than thirty (30) minutes of operation shall be considered to be one-half (1/2) hour of operation.

When daily rates are listed, payment for one-half (1/2) day will be made if the equipment is not used. If the equipment is used, payment will be made for one (1) day.

The minimum rental time to be paid for the entire rental period on an hourly basis shall not be less than eight (8) hours or if on a daily basis shall not be less than one (1) day.

6. Should the Contractor desire the return of the equipment to a location other than its original location, the District will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.
7. Payment for transporting, and loading and unloading equipment, as above provided, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.
8. Contractor and District representative shall confirm and agree on the equipment work lists and hours for forced account work on a daily basis.

7-1.04-B Work Performed by Special Forces or Other Special Services

When the District and the Contractor, by agreement, determine that a special service or an item of extra work cannot be performed by the forces of the Contractor or those of any of his/her subcontractors, a specialist may perform such service or extra work item. Invoices for such service or item of extra work on the basis of the current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization.

In those instances wherein a Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for the portion of the extra work performed in such facility may, by agreement, be accepted as a specialist billing.

Fifteen percent (15%) will be added, in lieu of the percentages provided in Section 7-1.04A, "Work Performed by Contractor," to the specialist invoice price, less a credit to the District for any cash or trade discount offered or available whether or not such discount is taken.

7-1.04-C Records

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

At the end of each day's work, the Contractor and the District shall review and agree upon the type of equipment used and the hours, the workmen, their classifications and their hours, the materials used and the work done by other forces.

From the above records, the Contractor shall furnish the District a completed "Daily Extra Work Report" on forms furnished by the District, (a blank form is included in the Appendix at the end of these Specifications) for each day's extra work to be paid for on a force account basis. The daily extra work reports shall be submitted not later than seven (7) days following the performance of said work. The daily extra work reports shall itemize the material used, and shall cover the direct cost of labor and the charges for equipment rental whether furnished by the Contractor, subcontractor, or other forces, except for charges described in Section 7-1.04B, "Work Performed by Special Forces or Other Special Services." Before presenting the daily extra work reports to the District for payment the Contractor shall compile the cost of the work to be paid for on a force account basis.

Valid copies of vendor's invoices shall substantiate material charges. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. Should said vendor's invoices not be submitted within sixty (60) days after the date of delivery of the material or within fifteen (15) days after the acceptance of the Contract, whichever occurs first, the District reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials are available in the quantities concerned delivered to the location of the work less any discounts provided in Section 7-1.04A (2a).

The Contractor or his/her authorized representative shall sign said daily extra work reports.

The District will compare its records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the District.

The Contractor's cost records pertaining to work paid for on a force account basis shall be open to inspection or audit by representatives of the District, 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. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to ensure that the cost records of such other forces will be open to inspection and audit by representatives of the District on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than sixty (60) days after the acceptance date of the Contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

7-1.04-D Payment

Payment as provided in Sections 7-1.04A, "Work Performed by Contractor," and 7-1.04B, "Work Performed by Special Forces or Other Special Services," shall constitute full compensation to the Contractor for performance of work paid for on a force account basis and no additional compensation will be allowed therefore. Payment for Force Account Work will be recorded on an approved Contract Change Order and payment will be included on the ensuing request for partial payment.

7-1.05 Additional Compensation

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the District, or the happening of any event, thing or occurrence, unless the Contractor shall have given the District due written notice of claim as provided in Section 5 under "Resolution of Construction Claims" provided, however, that compliance with this Section "Additional Compensation" shall not be a prerequisite as to matters that are resolved under the protest provisions in Section 2 under "Changes Ordered by District," nor to any claim which is based on differences in measurements or errors of computation as to Contract quantities.

7-1.06 Stop Payment Notices

The District shall comply with the provisions of Chapter 4, Title 3, Part 6 of Division 4 of the Civil Code pertaining to stop payment notices and shall withhold from amounts due the Contractor sums sufficient to cover claims and to provide for the District's reasonable cost of any litigation pursuant to the stop payment notice.

7-1.07 Progress Payments

Requests for progress payments will be processed monthly provided they claim more than \$300. Work progress will be measured through the 25th of each month. The request must be submitted on the District's form by the 1st of the following month, unless approved otherwise by the District.

Progress payment estimates will include work finished and materials delivered to the site. Quote schedule items of work based on unit prices will be estimated as the number of units completely installed. Items based on lump sum prices will be estimated as the percent completed. Payment for the unused portion of materials to become part of the finished work which have been properly stored and secured on site and for which submittals have been approved, may be included in the progress payment estimate. Invoices for such materials must be attached to the request.

Pursuant to Section 20104.50 of the Public Contract Code, any payment request determined by the District not to be a proper request suitable for payment shall be returned to the Contractor as soon as practical, but not later than seven (7) days after receipt, for correction and resubmission by the Contractor. The returned request shall be accompanied by a document setting forth the reasons why the payment request is not proper. Payment will be made within thirty (30) days after receipt of an undisputed and properly submitted payment request from the Contractor. The thirty-(30) day period will be reduced by the number of days by which the District exceeds the seven-(7) day return requirement. Progress payments made after the required time period will include interest equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

The District will retain a portion of each progress payment as specified in Section 7 under "Performance Retention" to ensure performance.

Payment of progress estimates shall not be construed as acceptance of defective or improper work or materials.

7-1.08 Performance Retention

The District shall retain five percent (5%) of all progress payments as part security for fulfillment of the Contract.

This Section shall not be construed to limit the ability of the District to withhold 150 percent of the value of any disputed amount of Work from the final payment, as provided for in subdivision (c) of Section 7107 of the Public Contract Code. In the event of a good faith dispute, nothing in this

section shall be construed to require the District to pay for work that is not approved or accepted in accordance with the Contract Documents.

7-1.09 Retention and Securities in Lieu of Retention

The District will allow the Contractor to substitute securities for any portion of the retention in compliance with Section 22300 of the Public Contract Code, all as specified in Section 7-1.09-B or will deposit the retention amounts directly to an escrow agent, as specified in Section 7-1.09-C of these Specifications. The Contractor must stipulate, on the Contract form, the option to be used throughout the course of the Project. The Contractor will waive all rights to the option not chosen.

7-1.09-A Retention Retained By DISTRICT

In accordance with California law, including but not limited to Public Contract Code Section 7107 and Civil Code Section 8818, the District shall not be obligated to pay interest on any retention amounts withheld under this Contract.

7-1.09-B Securities To Ensure Performance

The Contractor may substitute securities for any moneys withheld by the District to ensure performance under the 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 this state as the escrow agent, who shall then pay those moneys to the Contractor. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor

7-1.09-C Retention Held In Escrow

The Contractor may request, and the District shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities, and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District, pursuant to the terms of this section. The escrow agreement used hereunder shall be null, void, and unenforceable unless it is substantially similar to the form set forth in Public Contract Code Section 22300(f).

Securities eligible for investment under this Section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District.

7-1.10 Notice of Completion

The District may record a "Notice of Completion" with the appropriate County, within 15 days of completion of the Work. As used in this Section, completion of the Work occurs at the earliest of the following times:

- a. Acceptance of the work of improvement by the public entity.
- b. Cessation of labor on the work of improvement for a continuous period of 60 days.

7-1.11 Payment of Retention or Release of Securities

After receipt of the last progress payment, but prior to acceptance of the work by the District, the Contractor shall provide the District with a written release of all claims, conditioned upon payment by the District of undisputed amounts. Disputed Contract claims in stated amounts must be specifically excluded by the Contractor from the operation of the release, or they will be deemed waived. Prior to issuance of a Notice of Completion, contractors shall provide a release of lien from all subcontractors and suppliers that have notified the District or are known to be part of the project.

The retention proceeds withheld from any payment to the Contractor by the District, or by the Contractor from any subcontractor, shall be subject to the following:

- a. Within 60 days after the date of completion of the Work, the retention withheld by the District shall be released. In the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. For purposes of this requirement, "completion" means any of the following:
 1. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by District, or its agent, accompanied by cessation of labor on the work of improvement.
 2. The acceptance by District, or its agent, of the work of improvement.
 3. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of Contractor.
 4. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if District files for record a notice of cessation or a notice of completion.
- b. Except as provided below, within seven days from the time that all or any portion of the retention proceeds are received by the Contractor, the Contractor shall pay each of his/her subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by the Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.
- c. The Contractor may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the Contractor. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.
- d. In the event that retention payments are not made within the time periods required by this Section, the District or the Contractor withholding the unpaid amounts shall be subject to a charge of 2 percent per month on the improperly withheld amount. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

7-1.12 Payment for Clerical Errors

All progress payments, final estimates, and payments of retentions or release of securities will be subject to correction of clerical errors in calculations. The Contractor and the District agree to pay any sums arising out of such errors for a period of three (3) years following the recording of the Notice of Completion, provided the total sum due is more than \$50.

GENERAL CONDITIONS

SECTION 8

BONDING AND LIABILITY INSURANCE

8-1 Bonding

8-1.01 Performance and Payment Bond

The successful Quoter shall furnish two bonds, on the forms provided in the Contract Documents, each in the amount as follows:

- a. Performance Bond - The bond shall be in a penal sum not less than one hundred (100%) of the total Contract price at the time of award.
- b. Payment Bond - The bond shall be in a penal sum not less than one hundred percent (100%) of the total Contract price at the time of award.

The Performance Bond, in its full penal sum, shall be held good through the acceptance of the Work and thereafter for the one-year period for correction of the Work, provided for in Section 5-1.25.

Each surety for the performance or the payment bond shall be an "admitted surety insurer," as defined in Code of Civil Procedure section 995.120. The bond shall be executed in the name of the surety insurer under penalty of perjury or the fact of execution of the bond shall be duly acknowledged before an officer authorized to take and certify acknowledgments, and either one of the following conditions, at the option of the surety insurer, is satisfied:

- a. A copy of the transcript or record of the unrevoked appointment, power of attorney, bylaws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer entitling or authorizing the person who executed the bond to do so for and in behalf of the insurer, is filed in the office of the clerk of the county of Nevada.
- b. A copy of a power of attorney is attached to the bond. The Contractor shall, in accordance with Code of Civil Procedure section 995.640, obtain from the clerk of the county of Nevada and provide to the District a certificate stating that the surety is authorized by the Insurance Commissioner to transact surety business.

8-2 Insurance

8-2.01 Insurance Requirements

The Contractor shall procure and maintain for the duration of the Contract, and for such additional period as Contractor is correcting, removing, or replacing defective Work, insurance against claims for injuries or death to persons or damages to property, or loss, damage or destruction to the work or existing facilities, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or subcontractors, all as specified in this section. The Contractor shall require and confirm that each sub-contractor meets the minimum insurance requirements specified herein and below.

All contract insurance requirements shall be submitted to the District.

8-2.01-A Basic Coverage

The coverage shall be at least as broad as:

1. Insurance Services Office "occurrence" Form Number CG 0001 (Current Edition) covering Commercial General Liability.
2. Insurance Services Office form number CA 0001 (Current Edition) covering Auto Liability, symbol 1 "any auto."
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
4. If utilized, excess insurance shall be "following form."
5. Builder's Risk Insurance shall be the "All Risk" type

8-2.01-B Limits

The Contractor shall maintain limits of no less than:

1. General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and an aggregate limit of \$5,000,000; \$5,000,000 per occurrence limit and \$5,000,000 aggregate limit on products and completed operations. Aggregate limits shall apply on a per project or per location basis.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Primary/Excess Liability: The liability limits above may be satisfied by any combination of primary and excess insurance policies.
5. Builder's Risk: Builder's Risk insurance shall be provided by the District.

8-2.01-C Deductibles

Contractor shall be responsible for losses within any deductibles of policies.

8-2.01-D Specific Policy Requirements

The policies are to contain, or be endorsed to contain, the following:

1. Contractual coverage sufficiently broad to insure the indemnity obligations stated in the Contract Documents.

2. General Liability and Automobile Liability Coverage:

The District, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; 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 officers, officials, employees or volunteers.

- a. The Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance, including the Contractor's excess insurance, if any, and shall not contribute with it.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

3. Workers' Compensation and Employers Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the District.

4. Builder's Risk Insurance Coverage

Builder's Risk insurance shall be provided by the District. The insurer shall waive all rights of subrogation against All Insureds

5. All Coverage:

Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits

except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

8-2.01-E Insurer's Rating

Insurance is to be placed with insurers admitted to transact business in California with a Bests' rating of no less than A- VII.

8-2.01-F Proof of Insurance

The Contractor shall furnish the District with certificates of insurance, original endorsements and a certified copy of all insurance policies effecting coverage required by this section.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements contained in the [Appendix] at the end of these [Specifications] may be used to satisfy this requirement. The certificates and endorsements shall be received and approved by the District prior to the District issuing a Notice to Proceed. No work may commence prior to approval of the certificates and endorsements.

The Contractor shall furnish the District with a certified copy of each insurance policy affecting coverage required by this section within sixty (60) days from the "Notice to Proceed."

8-2.01-G Continuation of Coverage

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 and evidence of waiver of rights of subrogation against the District to the District at least ten (10) days prior to the expiration date.

8-3 Measurement and Payment

No separate payment shall be made for any costs incurred in fulfilling any requirement of this Section 8, and all costs in connection therewith shall be included in the Contract price. Refer to Section 7 for payment requirements.

GENERAL CONDITIONS

SECTION 9

SUBMITTALS

9-1 General

9-1.01 Submittals Supplementing Plans and Specifications

The Contract Plans and Specifications shall be supplemented by such additional information, provided by the Contractor, as required in the Special Conditions, General Requirements, and Technical Specifications of this Contract, or as may be required by the District. This supplemental information is hereinafter referred to collectively as "Submittals".

The purpose of these submittals is to demonstrate the Contractor's understanding of the design concept; the Contractor's understanding of the intent of the Plans and Specifications by indicating which equipment, materials and processes he/she intends to furnish and by detailing the fabrication and construction methods he/she intends to use; to insure compliance with the Plans and Specifications by providing compliance and test results; and to provide verification of quantities used in the work.

The District reserves the right to require submittals in addition to those required in the Specifications if, in the District's sole opinion, they are required to maintain proper control over the work and materials.

9-1.02 Suspension of Work

No work incorporating materials or equipment requiring submittals may proceed without receiving a favorable review for such submittals from the District.

9-1.03 Submittals

The types of submittals required to supplement the Contract Plans and Specifications may include, but not be limited to, working drawings, design concepts and calculations, catalog information and manufacturer's documentation confirming type, size, quality, quantity, or other characteristics of material or equipment; equipment and material samples, recorded results of tests performed on or off the work site, certificates of compliance, and organized manuals for operation and maintenance of equipment and facilities, all as supplied by the Contractor.

9-1.03-A Working Drawings

Working drawings required by these Specifications, or the District, may supplement information regarding the permanent work, or temporary work, and methods of construction to be used by the Contractor.

Working drawings for any part of the permanent work shall include, but not be limited to; laying diagrams, shop drawings, stress sheets, anchor bolt layouts, shop details, erection plans, equipment lists, graphs, operating instructions, and design calculations. These working drawings shall be reviewed for details of design and conformance with the Plans and Specifications.

Working drawings for temporary work and methods of construction proposed by the Contractor shall include, but not be limited to, Plans for cribs, cofferdams, falsework, centering and form work and shoring. Such working drawings shall be subject to review insofar as the details affect the character of the finished work, but details of design will be left to the Contractor, who shall be fully responsible for the design and the successful construction of the work.

9-1.03-B Manufacturer's Documentation and Test Results

Manufacturer's documentation and test results for materials, equipment, or processes to be incorporated in the work, as required by these Specifications or the District, shall include, but not be limited to; catalog data, dimensional drawings, specifications, design calculations; flow, weight, and performance characteristics; color charts, mixing and application instructions, installation instructions, mix designs, Certificates of Compliance; certified results of mil tests, pilot tests, ware tests, and other material tests; agency acceptance certifications, and load tickets verifying delivered quantities. Manufacturer's documentation and test results shall be reviewed by the District for conformance with the Plans and Specifications.

9-1.03-C Samples

Samples of materials or equipment required by these Specifications, or the District, shall illustrate the functional characteristics and full range of color, texture and pattern of materials, equipment, or processes to be supplied. Samples shall be reviewed and tested by the District, or a representative chosen by the District, for conformance with the Plans and Specifications.

9-1.03-D Field Test Results and Reports

Field tests and documented results required by these Specifications, or the District shall include, but not be limited to, pressure tests, leak tests, load tests; equipment or process start-up, break-in, and performance tests; flow tests, weld radiographs, paint film thickness tests, atmospheric tests, and material usage reports. Field tests shall be observed, and test results and reports shall be reviewed by the District for compliance with the Plans and Specifications. Test results and reports shall be prepared by Contractor's person(s) qualified to perform the tests and evaluate results.

9-1.03-E Operations and Maintenance Manual

Operations and maintenance manuals for specific items of equipment or processes required by these Specifications, or the District, shall include, but not be limited to, Manufacturer's printed material for each item covering instructions for installation, operation, and maintenance; schematics for electrical, air, and hydraulic systems; lubrication requirements; parts lists and ordering information. Each manual shall be bound separately, include a table of contents, and shall contain tab or separator sheets; all in an orderly and easy-to-use format with a durable cover.

9-1.04 Contractor Coordination of Submittals

The Contractor shall coordinate all submittals, and review them for legibility, accuracy, completeness, and compliance with Contract requirements. If submittals show variance from the Contract requirements, the Contractor shall describe such variances, in writing, at the time of submission. The District must approve all such variations. Submittals that are related to or affect each other shall be forwarded simultaneously as a package to facilitate coordinated review. Submittals, which require coordination, and are forwarded uncoordinated, will be rejected. Unrelated materials combined in the same group of submittals shall be marked and separated for easy recognition.

The Contractor shall indicate his/her approval on each copy of individual submittals as evidence of his/her coordination of review of same. Submittals forwarded to the District without evidence of Contractor's approval will be returned for resubmission.

9-1.05 District Review

The District shall review each submittal and will indicate the results of its review on the submittal. The nomenclature and its meaning shall be as follows:

"FAVORABLE REVIEW" - The submittal has been reviewed by the District with no comments or revisions necessary. The item covered by the submittal may be incorporated into the work immediately.

"FAVORABLE REVIEW WITH CHANGES" - The submittal has been reviewed by the District and comments or changes were made which require further attention by the Contractor. Formal revision of the submittal is not required. The item may be incorporated into the work immediately provided the comments or changes, as noted, are incorporated into the work.

"REVISE AND RESUBMIT" - The submittal cannot be reviewed favorably by the District as presented, due to incorrect or insufficient data. The submittal shall be revised, as noted, and resubmitted for formal review by the District.

"REJECTED - RESUBMIT" - The submittal does not comply with the Plans and Specifications. The District shall offer a new submittal for formal review.

It is expressly understood, however, that favorable review of the Contractor's submittals shall not relieve the Contractor of any responsibility for errors and omissions, for accuracy of dimensions and details, or for mutual agreement of all dimensions and coordination of all submittal details with the Plans, and other submittals. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his/her submittals with the Specifications. Contractor further agrees that if deviations, discrepancies, or conflicts between submittals and Specifications are discovered either prior to or after submittals are processed by the District, the Specifications shall control and shall be followed.

The Contractor further agrees that submittals reviewed by the District are not Change Orders.

The Contractor shall not change any drawings after it has been marked "FAVORABLE REVIEW" or "FAVORABLE REVIEW WITH CHANGES", or change any approved equipment or material without written permission of the District.

The District reserves the right to require submittals in addition to those called for in these Specifications.

If a submittal for a single item or groups of items representing a single unit or unit process is returned more than three times because of incorrect or insufficient data, or the submittal is unacceptable; or because the Contractor wishes to change previously approved material, then all costs incurred by the District for the additional review shall be deducted from moneys due the Contractor.

9-1.06 Submittal Procedure

1. At least thirty (30) days prior to his/her need for a review of submittals, the Contractor shall forward to the District all submittals required by these Specifications, or by the District. The Contractor shall also comply with time limits for specific submittals required elsewhere in these Specifications.
2. The Contractor shall schedule submittals to avoid concentration of submittals in a short time period. Scheduling of submittals shall be included in the Contractor's Progress Schedule.
3. Unless a different number is called for in other sections, the Contractor shall provide three (3) legible copies of each submittal and one (1) specimen of each sample required. Facsimile copies will not be accepted unless all parts are clear and legible. One copy of the submittals will be returned to the Contractor with comments. The District will retain the specimen. If the Contractor requires more than one conformed copy returned to him/her, then the submittal must be furnished in the appropriate quantities, along with written instructions denoting the number of conformed copies to be returned. If the Contractor requests the return of multiple copies, the District may require the Contractor to submit a legible reproducible print on which the District shall comment and return. The Contractor may make copies of this single copy in lieu of multiple conformed copies.

Samples shall be of sufficient size to allow proper evaluation by the District.

Operation and Maintenance Manuals, if required, shall be provided in five copies.

4. Identify all submittals on a Letter of Transmittal including item number, description, the section number specifying the item, and if necessary, any written explanation required.

9-2 Measurement and Payment

No measurement for separate payment shall be made for providing and coordinating submittals. All costs to the Contractor in connection therewith shall be deemed included in the Contract price.

SPECIAL CONDITIONS

SECTION 10

SPECIAL CONDITIONS

10-1 General

10-1.01 Scope

These Special Conditions supplement the requirements contained in the Specifications and shall be deemed as a part of the Specifications. They shall govern over both the General Conditions and the Plans, should the provisions conflict.

10-1.02 Plans and Specifications Furnished the Contractor

The Contractor will be furnished an electronic PDF of the full-size Plans.

10-2 Control of Work

10-2.01 Contractor Storage Yards and Staging Areas

The Contractor shall make his/her own arrangements for storage yards and staging areas outside the working limits and shall pay all costs involved with such locations. Before beginning use of any areas outside the working limits, the Contractor shall file with the District a written release from the property owner absolving the District of any and all responsibility in connection with the Contractor's use of areas outside the working limits. A sample release statement is included in the Appendix of these Specifications.

Any costs associated with obtaining, coordinating, and developing the staging and disposal areas are incidental to the cost of the project and will not be a separate pay item.

10-2.02 Permits, Agreements, and Licenses

The Contractor shall comply with all the requirements of the permits, agreements, and licenses listed in this section and all others required for completion of the work. The Contractor shall be responsible for paying all permit fees, or charges levied in connection with the permits and licenses, except as noted herein. All costs to the Contractor for complying with these permits and licenses shall be included in the contract price for the appropriate item of work.

10-2.02-A Building Permit

NID obtained a building permit from the City of Colfax. NID shall pay for the initial inspection. The Contractor shall be responsible for payment of all reinspection fees for this project. Inspections are to be scheduled for Tuesdays and Thursdays.

The Contractor shall assume all responsibility under the permits for the duration of the project and apply for any extensions thereof that may be required.

10-2.02-B Environmental Permits

The Contractor shall adhere to requirements as indicated in the General Conditions for all environmental permits.

10-2.02-C NPDES General Permit or Water Pollution Control Plan

The Contractor's attention is directed to Section 10-2.15.

10-2.02-D Other Permits and Licenses

The Contractor shall be responsible for obtaining and paying fees for all other required permits and licenses applicable to the work including, but not limited to, shoring, burning, blasting, and air pollution control.

10-2.03 Construction Staking

The District will make available information on survey control points established around the project area that were established as part of topographic mapping. The Contractor will be responsible for all survey work per Section 3-1.08 Site Surveys and Construction Staking.

Easements procured by NID for the project shall not be staked by the land surveyor who created the easement. The intent is a double check of the reproducibility of the easements generated for the project. Contractor shall stake all easements to confirm facilities are within easement.

10-2.04 Survey Monuments

The Contractor is responsible for the preservation and/or perpetuation of all survey monuments that control real property subdivisions, tracts, boundaries, streets, highways, rights of way, and easements, and the survey control used for the project. Any monument removed, destroyed or disturbed by the Contractor inside the work area or outside the work area shall be recovered or reset by a Licensed Surveyor at the Contractor's expense.

The District has attempted to inventory and locate the survey monuments located along the project alignment that might be affected by the construction of the project. The District has shown the survey monuments which it found on the construction plans.

The Contractor is responsible, prior to construction, to have a Licensed Surveyor locate, tie out and remove all monuments within the main construction area, in order that each monument may be reset after construction. The Contractor shall have their Licensed Surveyor heavily flag, mark and protect Survey Monuments adjacent to the perimeter of the construction area that are expected to be undisturbed by construction and to remain in place. If any monument(s) on the perimeter of the construction area must be disturbed during construction activity, the Contractor shall have their Licensed Surveyor locate, tie out and remove the monument prior to construction at such location. At completion of construction activity, the Contractor is responsible for having a Licensed Surveyor recover or reset each Survey monument disturbed or removed during project construction..

All removed, disturbed and reset corners will require either a Corner Record(s) or Record(s) of Survey to be filed with the County Surveyor pursuant to Business and Professions Code Section 8771.

10-2.05 Fence Removal and Replacement

All fences that require removal for construction, designated on the plans or not, shall be removed and replaced by the Contractor at his/her expense. The Contractor's attention is directed to the General Conditions of this Contract under "Preservation of Property".

All fences shall be replaced promptly and with like material using new materials, or by salvaging and reusing the original fence materials. If materials are salvaged and reused, or if new materials are

used, the replacement fence shall be as good or better than that removed and shall blend with the remaining existing fence as much as possible.

If livestock or pets are present, the Contractor shall construct a temporary fence to contain the animals or otherwise make arrangements, satisfactory to the owner and the District, to relocate the animals during the course of construction. The temporary fence, if used, shall be constructed of materials strong enough to adequately restrain the animals and not otherwise cause them undue harm.

No separate payments will be made for removal and replacement of fences or providing temporary fencing.

10-2.06 Yard and Pasture Restoration

The Contractor shall not be responsible for replacement of trees, bushes, shrubs, and other ornamental plants marked on the plans to be removed. The Contractor shall be responsible for damage to all other such plants. The Contractor shall backfill and compact the areas having contained these plants up to a level and with material matching the surrounding area. The Contractor's attention is directed to the Section titled "Clearing and Grubbing" of these Specifications. The Contractor shall not be responsible for replacing lawn or pasture grasses or other types of ground cover plants within the established rights-of-way or temporary construction easements, except as described in "Special Rights of Way Requirements" in these Special Conditions, or as described in the Section titled "Seeding and Mulching."

Pastures, lawn and garden areas, and other similar areas shall be left with an adequate layer of suitable topsoil so that the pre-existing use may continue without further soil treatment. If necessary, the topsoil within the working area shall be stripped, stockpiled prior to the work, and replaced upon completion of the work. These areas shall be left in a smooth, well-graded condition at the pre-existing contours. The Contractor shall remove all rocks, clay lumps, and other unsuitable material from these areas.

10-2.07 Relocate Mail and Newspaper Boxes – NOT USED

10-2.08 Driveways

All Driveways will be made drivable at the end of each working day. Permanent driveway repairs must be made within 48 hours or a temporary repair of cut back A.C. must be made with a wooden joint to separate the existing driveway material from the temporary cold patch. All temporary driveway repairs must be maintained during the project to the satisfaction of the District Engineer. All temporary driveway repairs shall be a minimum of 1-inch thick. Actual saw-cut lines on driveways will be approved by District personnel so as to match existing joints wherever possible.

10-2.09 Documentation of Existing Conditions

Prior to commencing the Work, tour the site with the Owner, District and the District Engineer. Examine and document photographically and in writing the condition of existing roadway, existing buildings, equipment, improvements, and landscape planting on or adjacent to the site. This record shall serve as a basis for determination of subsequent damage due to the Contractor's operations. Record existing conditions on a Video Recording and by making digital color photographs. Contractor shall submit three (3) full sets of recordings to include electronic images and hard copies of all color photographs.

10-2.10 Use of Water from District System -NOT USED

10-2.11 Disposal of Excess or Unsuitable Materials

Materials excavated from trenches or structure excavations including, but not limited to, broken pavement, rocks, hardpan, overly wet material and excess material that may not be incorporated into the job as backfill shall be removed from the site and arrangements and costs connected therewith shall be the responsibility of the Contractor. The Contractor shall, prior to the use of any lands for such disposal, obtain a written release from the owner relieving the District of any further responsibility or liability for the material. The release shall be presented to and meet with the approval of the District prior to removing the material from the work site. An acceptable form of release is included in the Appendix at the end of these Specifications.

10-2.12 Inclement Weather Shutdown

The Contractor's attention is directed to Section 6-1 of these specifications under "Temporary Suspension of Work" and "Time for Completion" for circumstances constituting unforeseen or unavoidable cause of delay due to inclement weather. Typical weather for the project site includes the following number of calendar days each month during which the precipitation exceeds one-half inch of rain or two inches of snow per day:

Calendar Days

January	7	July	0
February	5	August	0
March	5	September	1
April	3	October	2
May	1	November	4
June	0	December	5

The number of calendar days in any month, more than shown in the above tabulation, that the precipitation exceeds one-half inch of rain (or two inches of snow) per day will be considered unseasonable weather days and will constitute unforeseen or unavoidable delays to the extent that such delays would affect the project completion time.

If requested in writing, a time extension may be granted for additional days in excess of the days listed above for each month. Any request should include an official tabulation of actual precipitation compared to typical precipitation. A time extension due to unseasonable weather days will not entitle the Contractor to additional compensation under the contract.

This section, identifying conditions for inclement weather delays, only applies exterior work subject to approved weather conditions and does not apply to interior improvement work scheduling.

The Contractor's attention is again directed to Section 6-1 of these specifications under "Time for Completion" where requirements for written notification are described and the time constraints associated therewith are stated.

10-2.13 Security of Potential Water Contaminant Substances

When leaving the site unattended for any length of time, including overnight, secure any potential water contaminant substances from access by vandals. Substances required to be secured include,

but are not limited to, volatiles such as cleaning solvents, paint thinners, paint strippers, paints, oils, granular substances such as fertilizers and cement, and any chemical that could be dumped into an open water vessel or canal. Whether or not the site is fenced, secure such substances in a trailer, construction office, or a locked container large enough that the entire container cannot be moved by hand, or remove them from the site when not attended.

10-2.14 Mitigation Monitoring and Reporting – NOT USED

10-2.15 NPDES General Permit

The ground disturbance is less than 1 acre. A NPDES General Permit is not required. However, the Contractor must have water pollution control plan in the event there is incremental weather.

10-2.16 Best Management Practices (BMPs)

The Contractor, as part of its contract with the District, shall be responsible for implementing best management practices (BMP's) to minimize and avoid potential impacts on environmental resources. The contractor shall develop and gain approval for a Storm Water Pollution Prevention Plan (SWPP)

The Contractor shall implement Best Management Practices as listed below:

1. Construction activities shall be limited to a designated work area (including the work corridor and staging area).
2. The Underground Service Alert shall be contacted at a minimum of 48 hours before construction to allow underground utilities to identify the location of their underground facilities and thus greatly reduce the possibility of an interruption in utility services.
3. All open trenches shall be filled or covered each night to protect pedestrians and vehicles as well as avoid entrapment of wildlife.
4. If adverse weather conditions threaten the transport of disturbed soils off site, temporary erosion control measures shall be immediately installed. Soil disturbance shall cease if worsening weather conditions increase the likelihood of transporting soil off site.
5. Construction will be limited to the hours between 7:00 a.m. and 5:00 p.m. on weekdays and 8:00 a.m. and 5:00 p.m. Saturdays. Work after these hours or on weekends shall be approved by District staff. Construction work on holidays recognized by NID will be avoided when practical.
6. All construction equipment must have sound-control devices no less effective than those provided on the original equipment. All equipment shall have a muffled exhaust system.
7. Additional noise-reduction measures will be implemented as appropriate, including but not limited to:
 - a. changing the location of stationary construction equipment when practical;
 - b. limiting equipment (i.e., construction equipment and trucks) to 5 or fewer minutes of idling time as well as rescheduling construction activity; and
 - c. notifying nearby residents 48 hours in advance of starting construction in an area not previously affected by recent construction activities.

8. To reduce potential contamination by spills, no refueling, storage, servicing, or maintenance of equipment will be performed within 50 feet of sensitive environmental resources. No refueling or servicing will be done without absorbent material or drip pans underneath to contain spilled fuel. Any fluids drained from the machinery during servicing will be collected in leak-proof containers and taken to an appropriate disposal or recycling facility. If such activities result in spillage or accumulation of a product on the soil, the contaminated soil will be assessed and disposed of properly. Under no circumstances will contaminated soils be added to a spoils pile or trench backfill.
9. All maintenance materials (i.e., oils, grease, lubricants, antifreeze) will be stored at off-site staging areas. If these materials are required during field operations, they will be placed in a designated area away from site activities and sensitive resources.
10. Construction equipment exhaust emissions shall not exceed Placer County Air Pollution Control District (APCD) *Rule 202 Visible Emission* limitations. Rule 202 stipulates:

A person shall not discharge into the atmosphere from any single source of emission whatsoever any air contaminant for a period or periods aggregating more than three (3) minutes in any one (1) hour which is:

- a. As dark or darker in shade as that designated as No. 1 on the Ringelmann Chart, as published by the United States Bureau of Mines, or
 - b. Of such opacity as to obscure an observer's view to a degree equal to or greater than does smoke described in subsection (A) of this section.
11. The following required APCD control measures will be implemented to control emissions from construction activities.
- a. Alternatives to open burning of vegetative material will be used unless otherwise deemed infeasible by the APCD. Among suitable alternatives are chipping, mulching, or conversion to biomass fuel.
 - b. Adequate dust control measures will be implemented in a timely and effective manner during all phases of project development and construction.
 - c. All material excavated, stockpiled, or graded should be sufficiently watered, treated or covered to prevent fugitive dust from leaving property boundaries and causing a public nuisance or a violation of an ambient air standard. Watering should occur at least twice daily with complete site coverage, preferably in the mid-morning and after work is completed each day.
 - d. All areas (including unpaved roads) with vehicle traffic should be watered or have dust palliatives applied, as necessary, for regular stabilization of dust emissions.
 - e. All on-site vehicles should be limited to a speed of 15 miles per hour (mph) on unpaved roads.
 - f. All land clearing, grading, earth moving or excavation activities on a project site will be suspended as necessary when winds are expected to exceed 20 mph.
 - g. All material transported off site will be either sufficiently watered and loads 6" below the top of container or securely covered to prevent a public nuisance.

- h. Temporary control will be provided during all phases of the construction to improve traffic flow as deemed appropriate by the Placer County Department of Transportation.
 - i. Construction activities should be scheduled to direct traffic flow to off-peak hours as much as practicable.
 - j. All inactive portions of the construction site should be covered, seeded, or watered until a suitable cover is established.
 - k. The Contractor shall apply County-approved non-toxic soil stabilizers (according to manufacturer's specifications) to all inactive construction areas (previously graded areas which remain inactive for 96 hours) in accordance with the local grading ordinance. Acceptable materials that may be used for chemical stabilization of soils include petroleum resins, asphaltic emulsions, acrylics and adhesives that do not violate Regional Water Quality Control Board or California Air Resource Board standards.
12. Construction shall comply with the BMPs set out in the APCDs Rule 228 Dust Control. All grading operations will be suspended if fugitive dust exceeds Rule 228 Dust Control limitations. This consists of "visible dust of such opacity as to obscure an observer's view to a degree equal to or greater than opacity of 20%, for a period or periods aggregating more than three (3) minutes in any one (1) hour."
13. Construction activities located away from public and private road easements shall be contained to the width of acquired easements.
14. The Contractor shall comply with the conditions of City of Colfax's building permit.

10-3 Control of Materials

10-3.01 Materials Furnished by District

NONE

10-3.02 Trade Names and Alternatives

10-3.02-A General

The Contractor is directed to General Conditions, Section 4-1.06, "Trade Names and Alternatives" for the basic requirements pertaining to the use of alternative articles or materials.

10-3.02-B Supplemental Requirements

The Contractor shall bear all risk that an article or material being offered as an "or equal" may not be accepted by the District, and failure to secure such acceptance shall not excuse the Contractor from completing the work on schedule, or be used as a basis by the Contractor for a Change Order request or claim for additional compensation.

If alternative named or substitutions are proposed by the Contractor and favorably reviewed by the District, the Contractor is responsible for providing, at no additional cost to the District, any electrical, mechanical, plumbing, structural, or other related changes or testing that may be required to accommodate or provide the particular material or equipment the Contractor desires to use. Any deviation from the Specifications or the Plans resulting from the type of material or equipment to be used shall not be the basis for any "extra charges" in excess of the original Quote price of the work.

10-3.03 Coordination with Public

The Contractor shall provide residents with 48 hours advance notice of any construction work which directly affects or is in close proximity to their property.

10-3.04 Project Closeout Walk Through

As part of completion of the project, the contractor and the District will walk the completed project and generate a list of concerns to be addressed by the Contractor.

10-4 Submittals

10-4.01 General

The Contractor's attention is directed to the General Conditions, Section 3 under "Submittals for Control of Work", Section 4 under "Submittals for Control of Materials", and Section 9 "Submittals". The Contractor shall provide and coordinate descriptive submittals according to the procedures described in General Conditions, Section 9, "Submittals"

10-4.02 Descriptive Submittals

Descriptive submittals shall be furnished for the items listed below and in accordance with the legend set forth below, or as required by other Sections of the Specifications. Omission of an item from this tabulation does not relieve the Contractor from the responsibility of submitting the required items.

LEGEND

A	Catalog Data	I	Design Calculations
B	Shop Drawings	J	Shipping Tags & Labels
C	Laying diagram (if required)	K	Application Instruction
D	Sample of Material	L	Operating Instructions
E	Load Slips	M	Affidavits of Compliance
F	Mix Design	N	Torque data or calcs (if required)
G	Trenching Permit (if required)	P	Written description of method
H	Shoring Plan (if required)		

ITEM	TYPE OF SUBMITTAL
Project schedule	
Schedule of values	
Storm Drain	
Pipeline Material	A, C
Fittings	A
Grates	A
Gravel	D,E
Permeable Backfill	D,E
Sand	D,E
Asphalt Paving	E,F
Sand-Cement Slurry	E,F
Signage	
Parking lot	A or B
Fencing	
Fencing Materials	A, C
Gates	A
Handrails	
Handrails	B
Coating	A
Site Electrical	
Conduits	A, C
Wire	A
Pull boxes	A
Steel Stairs	A, B
Lumber	
Plywood	A, M
Stud	A, M
Headers	A, M
Joists	B, I, M
Sill plates	A
Insulation	A, M
Exterior	
Hardie Siding	A, D
Roof	
Roof Materials	A, M
Roof Ladder	A
ITEM	TYPE OF SUBMITTAL
Roof Hatch	A
Doors	

Exterior Door	A
Overhead rollup door	A
Interior Doors	A
Glazing	A
Louvers and Vents	A
Metal Framing and Drywall Interior	
Metal Frame	A
Drywall Interior	A
Drywall Ceilings	A
Acoustical Systems	
Ceiling System	A
Fire Protection	
Plan set	B,I
Pipeline	A
Fittings	A
Seeding and Mulching	
Seed	J,E
Fertilizer	A,K,E
Stabilizing Emulsion	A,K,E
Asphalt Paving	E,F
Concrete Flat work	E,F
Aggregate	E, M
Reinforcement	A, M
Finish Work	
Carpet	A, D, M
Concrete Sealant	A, M
Paint	A, D, M
Tile	A, D
Specialties	
Signages	A, B
Fire Extinguisher Cabinet	A
Restroom Fixtures	A
Tactile Warning Mats	A
Plumbing	
Water Closet	A
ITEM	TYPE OF SUBMITTAL
Lavatory	A
Sink	A

Urinal	A
Emergency EyeWash Station	A, J, L
Drinking fountain	A, L
Expansion Tank	A, L
Hot water heater	A, J, L
Hose Bibb	A
Floor Drains	A
Trap Primer	A
Sewer pipe and fittings	A
Sewer venting	A
Hot water pipe and fittings	A
Cold water pipe and fittings	A
HVAC System	
Control Systems	A, L
Ducting	A
Grilles	A
Heat Pumps	A, L, M
Mini Split Heat Pump	A, L, M
Exhaust Fans	A, L, M
Building Power	
Electrical Panels	A, B
Power Disconnect	A, B
Wiring	A
Receptacles	A
Junction boxes	A
Lighting	
High Bay	A, M
4' Strip	A, M
Emergency Illumination Exist	A, M
Downlight recessed	A, M
2'X4' Light fixtures	A, M
Photocell	A
Exterior Wall Sconces	A, M
Lighting controls	A, M
Wiring	A
Communications	
ITEM	TYPE OF SUBMITTAL
Data Outlets	A
Data and Comms wiring	A

Audio Video System	A
Building Security System	
Devices	A, L, M
Wiring	A
Fire Alarm System	
Devices	A, L, M
Wiring	A
Furnishings	
Office furniture	A, L, M
Appliances	A, L, M
Casework	
Cabinetry	A, D
Countertops	A, D

10-5 Prosecution and Progress

10-5.01 Notice to Proceed

The Contractor's attention is directed to the General Conditions, Section 6-1.06, "Notice to Proceed," for requirements prerequisite to issuance of a Notice to Proceed. Work may not begin on the project until a Notice to Proceed has been issued.

10-5.02 Time of Completion

The Contractor's attention is directed to General Conditions, Section 6-1.11, "Time of Completion", for information regarding the time that expiration of calendar days for completion of the contract begins. Time for completion and liquidated damages are as specified in Section 10-6 herein.

10-5.03 Sequence of Work

The sequence of work shall be as follows:

1. Satisfy the requirements of General Conditions, Section 6-1.07, "Beginning of Work", before any work begins.
2. In addition to the sequence listed above, each section in the Specifications may also have a specified sequence of work that shall also be followed.
3. Locating underground utilities shall extend at least 600 feet ahead of excavation to allow for potential alignment adjustments.
4. The Contractor's schedule shall be detailed enough so that the District understands the interior sequence of work. At no time shall the building be inaccessible to the District.

10-5.04 Subsurface Investigation

The District has not completed a subsurface investigation for this project.

10-5.05 Availability of Utilities

The Contractor shall be responsible for providing all power, communications, or other utilities required for prosecution of the work, all at no cost to the District.

10-5.06 Restrictions on Open Excavations

No more than 300 linear feet of pipeline trench at any one time shall be excavated and left open in preparation of laying and backfilling operations. This maximum length of trench excavated in front of other operations may be extended at the discretion of the District, based on the Contractor's operations and ability to perform laying, backfilling, and clean-up operations in a timely manner.

Pipeline trenches and any excavations not otherwise discussed further in this section shall be backfilled and drivable by the end of each workday.

Excavations for water main connections, exploratory excavations, and other similar excavations made more than 24 hours in advance of the scheduled time of the work, shall be backfilled and protected from erosion by the end of the workday.

Excavations made within 24 hours of the scheduled time of the work and excavations for structures may be left open until the work is completed, but shall be securely fenced and protected by adequate barriers from vehicles and from access by pedestrians or animals. By allowing the Contractor to fence and barricade an excavation rather than backfill, the Contractor is not relieved of any liability for open excavations. The Contractor assumes all responsibility for choosing to fence or barricade rather than backfill an excavation. Fences and barriers shall meet all safety requirements of CAL OSHA and Caltrans. Whenever a structure is backfilled, the fencing and barriers may be removed only when the structure is adequately covered and protected from accident or access to the satisfaction of the District.

If the work is rescheduled beyond 24 hours after an excavation is made, the excavation shall be backfilled as required herein or, if approved by the District, securely fenced and protected as described above.

No more than 10 feet of trench may be left covered at any time in a given area during the project.

10-5.07 Access to Work Sites

Access to the work sites is permissible on public roads leading to District property, or to construction easements held by the District. Private roads may not be used.

10-5.08 Compound Security

The Contactor shall be responsible for keeping the property and building at 148-152 WHITCOMB secure until project acceptance.

Security and locking devices shall not create hazards to life by obstructing exit ways or means of egress and exit doors equipped with panic hardware.

10-5.09 Interference with District Facility Operations

The Contractor's attention is directed to the General Conditions, Section 3-1.14, "Outages on District Facilities", Section 3-1.15, "Unscheduled Outages and Liquidated Damages", and Section 10-5.11 herein. These sections will apply to the work, except for the scheduling and duration of outage(s) for connection of the existing system to new system as approved by District Engineer.

10-5.10 Unscheduled Outages and Liquidated Damages

Pursuant to the provisions in the General Conditions, Section 3-1.15, "Unscheduled Outages and Liquidated Damages," the Contractor agrees to pay liquidated damages for each hour of any unscheduled outage that exists. The rate for these liquidated damages is hereby agreed to be \$200 per hour for each hour, or fraction thereof, the unscheduled outage exists.

10-5.11 Concrete Finishing

Concrete shall be finished as shown on the plans or required in the Specifications.

10-5.12 Concrete Quality Testing

Concrete testing shall be done by the Contractor and the Contractor's expense. The type, method, and frequency of tests shall be as described for concrete work under testing. The Contractor shall, at its own expense, perform any tests necessary to acquire the strength of the concrete for the purpose of, and shall be solely responsible for, form removal and safety of the structure.

10-5.13 Seeding and Mulching

All surfaces disturbed by the Contractor's activities shall be stabilized.

Seeding and mulching may be utilized for stabilization if agreed upon with the District Inspector. Gravel, crushed rock, and paved areas shall not be seeded and mulched.

The seed, straw, and fertilizer handling, tagging, labeling, application, and quality shall be as described for Seeding and Mulching, elsewhere in these Specifications. The seed mixture and application rates and straw mulch and fertilizer application rates shall be as follows:

<u>Mixture</u>	<u>Lbs./Acre</u>
<i>Achillea millefolium</i> (yarrow)	5
<i>Muhlenbergia rigens</i> (basket grass)	8
<i>Festuca rubra</i> (red fescue)	8
<i>Eschscholzia ca</i> (CA poppy)	1-2
<i>Lupinus nanus</i> (dwarf lupine)	1-2
Fertilizer 16-20-0 or 10-10-10 ratio*	150
Native Grass Straw**	3,000

*Common lawn fertilizer acceptable

***CDFA certified as Noxious-Weed Free; if not available, substitute with Rice Straw*

****Or Defined in the CEQA document*

10-5.14 Scheduled Water Service Outages -NOT USED

10-5.15 Foreseen and unforeseen site conditions. Contractor shall evaluate the site as much as possible including probing and test holes as necessary. Any surface features or conditions and previous experience in the area shall be considered foreseen conditions. Any conditions indicated in the plans or documents provided for the contractor shall be considered a foreseen condition. Any condition that could be reasonably anticipated by a contractor shall be a foreseen condition including water tables caused by work near water bearing facilities.

10-5.15.1 Rock Excavation

10-5.15.1 (A) Description

If rock is shown or indicated on the plans, specifications, on the surface of the ground, or the geotechnical report; this rock is considered foreseen rock.

If during the normal excavation operations, the contractor considers the native material to be rock not shown on the plans, specifications or the geotechnical report, the District Engineer shall be notified. If determined by the District Engineer to be unforeseen rock then the removal of this material shall be considered extra work. The criteria that the District Engineer shall use to determine rock shall be based on one of the following:

- a. Equipment with a minimum mass of 25 tons and net power rating of 300 hp or more. The tractor unit shall be in good operating condition and operated by experienced personnel, which then excavates material at a rate of less than three cubic yards per hour as witnessed by the District Engineer (or)
- b. A single boulder or detached piece of rock that cannot be lifted by a single piece of equipment as described in the preceding paragraph

When rock is encountered during excavation, it shall be stripped of earth by the contractor and measured prior to excavation. Rock quantities are measured under pre-removal conditions. The contractor shall submit written procedures for rock removal operations which will be subject to the approval of the District Engineer. These procedures shall include any or a combination of the following:

1. Large tractor unit with an attached ripper unit. The ripper to be attached to the tractor shall be the most efficient parallelogram type recommended by the tractor or ripper manufacturer. The ripper shall have a single shank in good condition with a sharpened cutting point.
2. Rock hammer attached to large tractor. The size and model of rock hammer shall be as recommended by its manufacture to be efficient when attached to the large tractor.
3. Hydraulic rock splitting equipment. Procedures should be per manufacture's recommendations.
4. Blasting. Shall be minimized in residential areas and only with prior written District Engineer approval.

10-5.15.1 (B) Foreseen Rock

When the District Engineer determines the rock was foreseen, as indicated on the plans, specifications or the geotechnical report, the cost shall be considered as included in the Contractor's bid/Quote price for the associated item of work

10-5.15.2 (C) Unforeseen Rock

When the District Engineer determines the rock was unforeseen and there is a bid/Quote item for rock excavation, it will be measured as the number of cubic yards of rock removed. Measurement shall be made to the nearest tenth (0.1) of a cubic yard measured to the minimum widths shown on the trench detail as shown on the contract drawings. Over excavation beyond the neat lines of the trench in any direction will be at the contractor's expense. The contract unit prices shown on the bid schedule shall include full compensation for furnishing all labor, materials, tools, equipment, disposal and incidentals for doing all the work necessary for the rock excavation as designated in these specifications. The loading, hauling, screening, dumping, replacing with suitable material and/or spreading of the rock material shall be included in the original contract bid/Quote price for the pipe installation. Any work associated herewith, but not included in other bid/Quote items, shall be deemed as included in the work described in this Section. Any unforeseen rock excavation that exceeds the quantity shown in the bid/Quote schedule will be paid either as an extended unit quantity or as described in the next paragraph at the District's discretion.

When the District Engineer determines the rock was unforeseen and there is no bid/Quote item for rock excavation the District Engineer shall determine the method of measurement and payment from one of the following:

- a. The Contractor shall supply the District with a written detailed cost estimate per cubic yard of excavated material. Rock excavation may commence only after the District Engineer approves the estimate, or revised estimate. This cost shall be full compensation for equipment, labor and overhead required for excavation of the rock. The loading, hauling, screening, dumping and/or spreading of the rock material shall be included in the original contract Quote price.
- b. Rock excavation shall be paid as Force Account per Section 7-1.04.

10-5.15.2 (D) Timely removal of rock

If the contractor encounters rock within 500 feet of a residence such as an occupied home and the rock removal portion of the work is expected to exceed more than two working days, or has already exceeded two working days, the contractor shall discuss the progress with the District. The contractor shall provide the District with the progress to date, the anticipated date upon which the rock will be removed and/or properly excavated, and the current method of rock excavation. The District may direct the contractor to evaluate new or additional methods, such as rock trenching, to complete the rock removal in a timely fashion to minimize disruption to the adjacent residences. Prior to the District giving such authorization, the contractor shall provide a cost per day per use of the potential rock excavation equipment and /or methodology recommended by the District, including a cost for mobilization and demobilization. The costs shall include all costs for the Contractor to stop and start with the new methodology with alternate equipment as well as overhead.

10-6 Time for Completion and Liquidated Damages

Pursuant to the provisions in the General Conditions, Section 6-1.11, "Time for Completion", the Contractor shall complete all work and obligations under the Contract in a satisfactory manner within three hundred (300) consecutive calendar days from the date specified in Section 6-1.11.

Pursuant to the provisions in the General Conditions, Section 6-1.12, "Liquidated Damages", the Contractor agrees to pay liquidated damages for failure to complete the work and obligations within the number of calendar days specified herein. The rate for these liquidated damages is hereby agreed to be \$1000 per day for each calendar day the work or obligations remain incomplete.

Permitting the Contractor to continue and to complete the work or any part thereof after the allotted time has expired, shall in no way constitute a waiver on the part of the District of any of its rights under the Contract.

10-7 Measurement and Payment Supplemental Information

Applications for Payment must be made only on the District's form, unless approved otherwise by the District. See Section 7 for Measurement and Payment requirements.

10-7.01 Schedule of Values

The Contractor shall submit a Schedule of Values. The Contractor's Schedule of Values shall be in a form acceptable to the District Engineer and have at least the following level of detail: a separate line item for each technical specification section, construction specification institute (CSI), site mobilization and demobilization, BMPs and Storm Water Control, Inspection Fees, Construction Scheduling, bonds and insurance, office furniture/furnishings, final cleanup and final deliverables. Subdivide final deliverables into: Record Drawings; Operation and Maintenance Manuals with Parts Lists; and Special Guaranties/Warranties. Include the appropriate specification section and paragraph number for each line item. Subdivide major trades/subcontractors or portions of the work into multiple line items that relate to observable milestones to aid monthly progress evaluations.

10-7.02 Payment for Special Conditions

Work required by the provisions of these Special Conditions and the General Conditions shall not be measured for payment. Payment for performing work in accordance with these Special Conditions and the General Conditions shall be included in the contract price paid for the pertinent pay items of work as given in the Quote Schedule and shall be considered full compensation for furnishing all equipment, labor, materials, tools, supplies, and incidentals to accomplish the work.

TECHNICAL SPECIFICATIONS

SECTION 34

CONTRACT CLOSEOUT

34-1 General

34-1.01 Work Included

This specification section describes all operations necessary for and incidental to closing out the Contract and assisting in the District's final inspection. The "Operational Completion Date" and "Contract Completion Date" will not be achieved until after the District's final inspections.

34-1.02 Related Sections

All Contract Documents.

34-1.03 Closeout Schedule and Procedures

A. Requirements Preparatory to Final Inspection

1. Contractor shall have completed all operational tasks required for the equipment and facilities constructed and shall have provided the District with the respective reports.
2. Contractor shall notify the District to perform a preliminary inspection for determining the state of completion of the project. Contractor shall notify the District at least seven days in advance of the time this inspection is to be performed. Before the District performs such inspection, the Contractor shall provide the District with the Contractor's Punch List, listing its observed Contract deficiencies. From the information gathered from this preliminary inspection, the District will prepare a punch list of work to be performed, corrected, or completed before the project will be accepted. Contractor shall complete all work on the punch list before final inspection.
3. All temporary facilities shall be removed from the site, except as may be required for the performance of work expected to appear on the punch list.
4. The site and all applicable appurtenances and improvements shall be completely cleaned to the satisfaction of the District.
5. Contractor shall submit to the District complete releases of all claims.
6. Contractor shall provide spare parts and operation and maintenance materials.
7. All guarantees, warranties, project record documents, and operation and maintenance manuals shall be submitted to the District, as specified.

B. Final Inspection

After all requirements preparatory to the final inspection have been completed as specified in this section, Contractor shall notify the District to perform the final inspection. Notice shall be given at least seven days in advance of the time the final inspection is to be performed.

34-1.04 Cleanup and Restoration

- A. The area within the limits of the project and all ground occupied by Contractor in connection with the work shall be left in a neat and presentable condition. Contractor shall remove all rubbish, surplus materials, discarded materials, falsework, temporary structures, equipment, and debris.
- B. Contractor shall not remove warning, regulatory, and guide signs without the approval of the District.
- C. Contractor shall clean out all structures within the limits of the project, of dirt and debris of any kind, which is the result of Contractor's operation.
- D. Contractor shall clean all structures, interior and exterior surfaces; remove material and temporary labels, stains and foreign substances; and clean equipment surfaces.
- E. Contractor shall assure compliance with all permit and regulatory requirements.
- F. Contractor shall completely restore the site to the satisfaction of the District.

34-1.05 Releases

Before notification to perform the final inspection, Contractor shall submit to the District complete releases of all claims, as required by the General Conditions, Paragraph 7-1.11.

34-1.06 Spare Parts and Maintenance Materials

- A. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in individual Specification sections and all vendor/supplier data.
- B. Contractor shall deliver spare parts and maintenance materials to project site and place in location as directed by the District.

34-1.07 Project Record Documents

- A. Contractor shall prepare Project Record Documents in accordance with the Contract Documents.
- B. Contractor shall submit Project Record Documents fifteen (15) days before final inspection.
- C. Contractor shall store Record Documents and samples in the Field Office apart from documents used for construction. Contractor shall provide files, racks, and secure storage for Record Documents and samples.
- D. Contractor shall label and file Record Documents and samples in accordance with section number listings in Table of Contents of the Specifications. Documents shall be labeled, "PROJECT RECORD" in neat, large, printed letters.
- E. Contractor shall maintain Record Documents in a clean, dry, and legible condition. Record Documents shall not be used for construction purposes.
- F. Contractor shall keep Record Documents and samples available for inspection by the District.

34-1.08 Operation and Maintenance Manual

- A. Contractor shall submit three draft copies of completed volumes thirty (30) days before equipment startup and testing. One copy will be returned with the District's comments. Contractor shall revise content of documents as required before final submittal.
- B. Contractor shall submit three final revised sets of Operation and Maintenance Manuals before final inspection.

34-1.09 District Training

The Contractor shall train the District's operators to properly operate and maintain all operable equipment.

34-2 Execution

34-2.01 Adjusting

Contractor shall adjust any and all operating product and equipment to ensure smooth and unhindered operation to the satisfaction of the District.

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

APPENDIX A

DAILY EXTRA WORK REPORT

DAILY EXTRA WORK REPORT

DATE PERFORMED: _____ PAGE: _____

CONTRACT:	
WORK PERFORMED:	

CONTRACT NO.:	
CONTRACTOR	
OR SUB: 1	

FOR DISTRICT USE ONLY	
REPORT NO.:	
REPORTED ON CCO:	

EQUIP NO.	EQUIPMENT 2 CIRCLE ONE (O) ON THE JOB (T) TRANSPORTED TO JOB	(A) ACTUAL HOURS (P) PAID HOURS 3		
		HRS 4	RATE	EXTENDED
	O	A		
	T	P		
	O	A		
	T	P		
	O	A		
	T	P		
	O	A		
	T	P		
	O	A		
	T	P		
	O	A		
	T	P		
	O	A		
	T	P		
	O	A		
	T	P		
EQUIPMENT COST				

	LABOR 5 (N) NAME (C) CLASSIFICATION	(S) STRAIGHT (O) OVERTIME		
		HRS 6	RATE	EXTENDED
	N	S		
	C	O		
	N	S		
	C	O		
	N	S		
	C	O		
	N	S		
	C	O		
	N	S		
	C	O		
	N	S		
	C	O		
	N	S		
	C	O		
	N	S		
	C	O		
LABOR COST				

TRAVEL/SUBSIST 7		
(T) TRAVEL	(S) SUBSISTENCE	
T		
S		
T		
S		
T		
S		
T		
S		
T		
S		
T		
S		
T		
S		
TOTAL		

INVOICE NO.	WORK BY SPECIAL FORCES OR SERVICES 9	AMOUNT
SPECIAL FORCES/SERVICES COST		

INVOICE NO.	MATERIAL 10	AMOUNT
MATERIAL COST		

1	LABOR COST	
2	LABOR SURCHARGE (LINE 1 x ____%) 8	
4	SPECIAL FORCES/SERVICES COST	
5	EQUIPMENT COST	
6	SUBTOTAL	
7	MARKUP (LINE 6 x 15%) 11	
8	MATERIAL COST	
9	TOTAL THIS REPORT	

» FOR INSTRUCTIONS, SEE REVERSE SIDE

12	
_____ CONTRACTOR'S REPRESENTATIVE	_____ DATE
_____ PROJECT INSPECTOR	_____ DATE
_____ PROJECT ENGINEER	_____ DATE

INSTRUCTIONS FOR DAILY EXTRA WORK REPORT

NOTE: THESE INSTRUCTIONS ARE NOT INTENDED TO GOVERN OVER THE APPROPRIATE SECTIONS IN THE SPECIFICATIONS. [SEC. NO.]

1. **CONTRACTOR OR SUB**

- INSERT NAME OF COMPANY MAINTAINING PAYROLL RECORDS FOR EMPLOYEES LISTED ON THE REPORT.
- MAKE A SEPARATE REPORT FOR EACH COMPANY'S WORK.

2. **EQUIPMENT**

- DESCRIBE EQUIPMENT USING THE TERMS FOUND WITH THE RENTAL RATES LISTED IN THE SPECIAL CONDITIONS.
- EQUIPMENT USED FOR EXTRA WORK IS CLASSIFIED IN TWO WAYS: 1) ALREADY ON THE JOB, (O) AND, 2) TRANSPORTED TO THE JOB (T) EXCLUSIVELY FOR THE EXTRA WORK. CIRCLE EITHER (O) OR (T). ALLOWANCES ARE MADE FOR LOADING AND TRANSPORTING BOTH TYPES.

3. **EQUIPMENT HOURS** [7-1.04A(3a)]

- EQUIPMENT ALREADY ON THE JOB IS PAID BY ACTUAL HOURS USED IN PERFORMING THE WORK. USE LINE (A).
- EQUIPMENT TRANSPORTED TO THE JOB EXCLUSIVELY FOR EXTRA WORK WILL BE PAID ACCORDING TO THE FOLLOWING FORMULA. USE (A) TO RECORD ACTUAL HOURS OPERATED AND, (P) FOR THE HOURS TO BE PAID.

[7-1.04A(3b)]

$(A) \div 2 + 4 \text{ HOURS} = (P) \text{ HOURS PAID}$

THIS APPLIES FOR UP TO 8 HOURS. ACTUAL HOURS OF OPERATION ARE PAID FOR OVER 8 HOURS.

- FOR HOURLY RATES, 1/2 HOUR WILL BE PAID FOR EQUIPMENT OPERATED LESS THAN 30 MINUTES.

4. **EQUIPMENT RATES** [7-1.04A(3)]

- EQUIPMENT RENTAL RATES ARE SPECIFIED IN THE SPECIAL CONDITIONS.

5. **LABOR**

- LIST OPERATOR ON THE SAME LINE AS THE EQUIPMENT HE OPERATED.
- INDICATED ON THE REPORT IF ONE PERSON OPERATES MORE THAN ONE PIECE OF EQUIPMENT.

[5-1.01D]

6. **LABOR RATES** [7-1.04A(1a)]

- USE ACTUAL WAGES PAID BEFORE DEDUCTIONS BY EMPLOYER FOR HEALTH AND WELFARE, PENSION, VACATION AND HOLIDAYS, TRAINING, AND SIMILAR PURPOSES.

7. **TRAVEL AND SUBSISTENCE** [7-1.04A (1E)]

- TRAVEL WILL NOT BE PAID FOR ANY WORKER ALREADY ON THE JOB.

- SUBSISTENCE WILL NOT BE PAID FOR WORKERS ALREADY ON THE JOB IF THE WORKER SPENDS 4 HOURS OR LESS STRAIGHT TIME ON THE EXTRA WORK.

- SUBSISTENCE WILL BE PAID REGARDLESS OF HOURS WORKED, IF THE WORKER WAS HIRED TO DO ONLY THE EXTRA WORK.

8. **LABOR & SURCHARGE** [7-1.04A (1d)]

- A PERCENT SURCHARGE, AS SPECIFIED IN THE SPECIAL CONDITIONS, MAY BE ADDED TO THE TOTAL LABOR COSTS TO COMPENSATE FOR PAYMENTS REQUIRED BY STATE AND FEDERAL LAWS, SUCH AS COMPENSATION AND UNEMPLOYMENT INSURANCE AND SOCIAL SECURITY.

9. **WORK BY OTHER FORCES** [7-1.04B]

- INCLUDE NAME OF COMPANY AND DESCRIPTION OF WORK.
- WORK BEING PERFORMED OVER TWO OR MORE DAYS UNDER ONE AGREEMENT WILL BE PAID ON THE BASIS OF THE PERCENT COMPLETED, LESS ALL PREVIOUS PAYMENTS. INDICATE BOTH PERCENT AND TOTAL PREVIOUS PAYMENTS.

10. **MATERIALS** [7-1.04A (2)]

- ATTACH A COPY OF ALL INVOICES AND DELIVERY TICKETS.
- IF ONLY A PORTION OF THE MATERIALS ON THE INVOICE ARE FOR THE EXTRA WORK, CLEARLY INDICATE THE MATERIALS USED, OR PROVIDE A SUMMARY ON A SEPARATE SHEET.
- ALONG WITH A DESCRIPTION OF THE MATERIALS, INCLUDE THE NUMBER OF UNITS USED, UNIT COST, AND APPLICABLE TAXES.

11. **OVERHEAD** [7-1.04A]

- OVERHEAD MAY BE ADDED TO LABOR PLUS THE SURCHARGE, TRAVEL, AND SUBSISTENCE, EQUIPMENT, AND WORK BY OTHER FORCES. SEE SPECIFICATIONS FOR PERCENTAGE.
- NO OVERHEAD IS ALLOWED FOR MATERIALS.

12. **REPORTING** [7-1.04(c)]

- VERIFY WITH THE DISTRICT ENGINEER AT THE END OF EACH DAY, THE EQUIPMENT, WORKERS, MATERIALS, AND WORK BY OTHERS USED ON THE EXTRA WORK.
- SUBMIT THE COMPLETED REPORT WITHIN 7 DAYS OF THE WORK.

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

APPENDIX B

PRIVATE PROPERTY RELEASE FORM EXAMPLE

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

Private Property Release Form Example

To: Nevada Irrigation District
1036 West Main Street
Grass Valley, CA 95945

Re: APN(s) _____, _____, _____

As owner of the above referenced parcel(s), I (we) hereby accept any and all responsibility and liability for the use of the referenced parcels(s) by the Contractor known as _____
for the purpose(s) of (describe activities completely) _____

I (we) understand it is my/our responsibility to obtain any permits for the disposal of material upon the referenced parcel(s) by the Contractor.

Furthermore, I (we) hereby relieve and release the Nevada Irrigation District of any and all responsibility or liability for the above-described uses.

Print Name _____

Signed _____ Date _____

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

APPENDIX C

**SPECIAL INSPECTION, STRUCTURAL OBSERVATION AND TESTING
AGREEMENT**



Town of Truckee
Building & Safety
 10183 Truckee Airport Rd
 Truckee, CA 96161
 (530) 582-7821
www.townoftruckee.com



Nevada County
Building Department
 950 Maidu Avenue
 Nevada City, CA 95959
 (530) 265-1222
www.mynevadacounty.com



City of Grass Valley
Building Department
 125 East Main Street
 Grass Valley, CA 95945
 (530) 274-4340
www.cityofgrassvalley.com



Town of Mammoth Lakes
Building Department
 POB 1609
 Mammoth Lakes, CA 93546
 (760) 965-3630
www.townofmammothlakes.ca.gov



Placer County Building Department
 3091 County Center Drive
 Auburn, CA 95603
 (530) 745-3010
Tahoe Office - 775 North Lake Blvd
 Tahoe City, CA 96145
 (530) 581-6200
www.placer.ca.gov

Special Inspection, Structural Observation and Testing Agreement

To Building Permit Applicant(s) for projects requiring special inspection and/or testing per Chapter 17 of the 2022 California Building Code:

REVIEWED FOR CODE COMPLIANCE
 August 28, 2026
 BUREAU VERITAS NORTH AMERICA, INC.

Project Name: NID Hydro Tenant Improvement

Project Address: 148 Whitcomb Ave, Colfax, CA 95713

APN: 100-230-054

Application/Permit No.: 31938891

Owner's Name: Nevada Irrigation District

Before a permit can be issued

If special inspection and/or structural observation are required, the owner, engineer or architect of record acting as the owner's agent shall read and be familiar with this policy and complete one (1) copy of the Special Inspection, Structural Observation and Testing Agreement. The completed agreement shall become a part of the approved construction documents. A preconstruction meeting may be required prior to the permit being issued. A copy of this Special Inspection, Structural Observation and Testing Agreement will be attached to the approved plan set.

Approval of Special Inspector

Each special inspection agency, testing facility, and special inspector shall be recognized by the Building Official prior to performing any duties. Each special inspection agency must submit to the Building Official, a company profile including resumes of all employees, their certifications, and a list of the type of work for which recognition is requested. Special inspectors shall carry approved identification when performing the functions of a special inspector. Identification cards shall follow the criteria set by the California Council of Testing and Inspection Agencies. No personnel changes shall be made without first obtaining the approval of the Building Official. Any unauthorized personnel changes may result in a "Stop Work Order" and possible permit revocation.

Approved Fabricators

Each fabricator shall be approved by the Building Official. Qualifications of approved fabricators shall be in compliance with 1704.2.5.1 of the California Building Code, 2022 edition. The approved fabricator shall submit a Certificate of Compliance that the work was performed in accordance with the approved plans and specification to the Building Official and the engineer or architect of record. *Note: Fabricator approval may be revoked by the Building Official for just cause.*

Structural Observation

The engineer or architect of record shall provide structural observation per Section 1704.6 of the California Building Code, when required by the Building Official or engineer or architect of record. This requirement and frequency of observation shall be put forth in the Statement of Structural Observation (SSO) prepared by the design professional or as determined by the Building Official prior to permit issuance.

In accordance with the Section 110 and the structural observation requirements of Section 1704.6 of the California Building Code, the Building Official may require that the architect or engineer of record attend a preconstruction meeting prior to the commencement of work. When structural observation is required by the Building Official, the engineer or architect of record shall periodically perform visual observation on the project, as outlined in the SSO, for general conformance to the approved construction documents. The minimum observations are: at foundation stage, at shearwalls /diaphragms stage, and at final framing stage. Additional observations may be required as the result of deficiencies or corrective actions or special circumstances as agreed upon in the pre-permit stage of the project. Any observed deficiencies or changes to the approved plans must be brought to the attention of the Building Official as soon as possible, and no more than three (3) working days or before subsequent inspections. This observation is in addition to other required special inspections and is not intended as a substitution of other required inspections. At the conclusion of work included in the permit, the structural observer shall submit to the building official a written statement that the site visits have been made and identify any reported deficiencies that, to the best of the structural observer's knowledge, have not been resolved.

Special Inspection and Testing: General

Special Inspection and Testing shall meet the minimum requirements of the California Building Code, Chapter 17. The following conditions are also applicable:

Duties and responsibilities of the Special Inspector and/or Architect or Engineer of Record – Limit of Authority: The Special Inspector and/or Architect or Engineer of record is NOT AUTHORIZED to do any of the following:

1. To inspect or approve any work for which the building permit has not been issued.
2. Direct any work to commence before the Construction Inspection Section has completed its inspection. Deviations from this procedure must be requested in writing from the Building Official. Exception: Prefabrication components per Section 1704.2.5 of the California Building Code.
3. To inspect or approve any work other than that for which they are specifically certified.
4. To approve alternative materials, structural changes, or revisions to plans without prior approval of the Building Official.

Contractor Responsibilities

- A. **Quality control and Code Compliance:** The contractor is primarily responsible for quality of the work performed and compliance with code requirements.
- B. **Inspector notification:** The contractor shall notify the special inspector at least 24 hours prior to performing any work that requires special inspection and shall provide sufficient lead time for the special inspector at the job site to review the construction documents and perform preparatory work.

- C. **Provide access to plans:** The contractor is responsible for providing the special inspector access to the approved plans and specifications at the job site.
- D. **Retain special inspection records:** The contractor is also responsible for retaining at the job site all special inspection records submitted by the special inspector and providing these records for review by the Building Inspector upon request.
- E. **Inspection and approval of work:** The contractor shall not perform any work that requires special inspection without the presence of the inspector (s) during the performance of that work. Work performed without special inspection is to be removed.
- F. **Final Inspection:** The final inspection may not be scheduled until all reports documenting the special inspection work have been submitted and approved by the Building Official.
- G. **Construction Inspection Section Approval:** Approval of work by the special inspector does not relieve the contractor from obtaining Construction Inspection Section approval for inspections required per Section 110 of the California Building Code.

Owner's Responsibilities

- A. **Special Inspector Employment:** The owner or their agents shall employ a sufficient number of qualified special inspectors to assure inspection without hindering the quality assurance of the work.
- B. **Inspection Continuity:** It is recommended that the owner employ the same special inspection agencies throughout the job to assure continuity. All substitutions of special inspection agencies must have prior approval of the Building Official.
- C. **Final Report:** The owner or their agents are responsible for submittal of a final signed report before a final inspection can be scheduled, per Section 1704 of the California Building Code.
- D. **Preconstruction Meeting:** If required by the Building Official, the owner, contractor, architect, or engineer of record agrees to attend a preconstruction meeting with a representative of the Construction Inspection Section prior to permit issuance. The meeting is to be arranged and scheduled per mutual agreement by the contractor.

Architect or Engineer of Record Responsibilities

- A. Identify all construction elements that require Special Inspection prior to permit issuance.
- B. Provide a Statement of Special Inspection (SSI) outlining the required special inspections as required under section 1704.3 of the 2022 CBC. Provide a Statement of Structural Observation (SSO) if required by the Architect or Engineer of Record.

Special Inspection Tasks

1. Observing work

The special Inspector shall observe the work assigned for conformance to the approved design drawings and specifications and the applicable workmanship provisions of the Code. Architect or Engineer reviewed shop drawings may be used only as an aid to inspection. All discrepancies shall be brought to the immediate attention of the contractor for correction, then, if uncorrected, to the proper design authority and to the Building Official. California Building Code Section 202 states that **Continuous Special Inspection** means that the special inspector is on site at all times observing the work requiring special inspection. California Building Code Section 202, **Periodic Special Inspection** means that some inspections may be made on a periodic basis and satisfy the requirements of continuous inspection, provided this periodic inspection schedule is performed as outlined in the project plans and specifications and approved by the Building Official.

2. Reporting non-conforming items

The special inspector, shall bring non-conformance items to the immediate attention of the contractor and note all such items in the daily report. If any item is not resolved in a timely manner or is about to be incorporated in the work, the special inspector shall immediately notify the Building Official by telephone or in person, and notify the engineer or architect of record. Any work performed by the contractor or subcontractors following notification by the special inspector is “at risk” and will require subsequent approval by the Building Official.

3. Furnishing daily reports

Each special inspector shall complete and sign the daily report form for each day’s inspection. These records are to remain at the job site with the contractor for review by the Building Official. Additionally, the special inspector shall complete the “Special Inspection Record” form attached to the job card each time the special inspector visits the jobsite and makes an inspection. This Special Inspection Record includes information regarding: Inspection type, name of special inspector, identification number, date, notes, and arrival/departure times.

4. Furnishing weekly reports (As needed on larger projects)

The special inspector or inspection agency shall furnish a weekly report of tests and inspections directly to the Building Official, project engineer or architect, and others as designated. These reports include the following:

- A. A description of daily inspections and tests made with applicable locations;
- B. A listing of all non-conforming items;
- C. A report of how non-conforming items were resolved or unresolved as applicable.

5. Furnishing final report

The special inspector or quality control firm shall submit a signed final report to the Building Official, pursuant to Section 1704. Items in conformance, unresolved items, or any discrepancies in inspection coverage (i.e. missed inspections, periodic inspections when continuous was required, etc.) shall be specifically itemized in this report. Any unresolved items must be approved by the Building Official. The report must be signed and stamped by appropriate professional(s), licensed by the State of California. **Final inspection of the structure will not be scheduled until the final report has been reviewed and approved by the Building Official.**

Mark all Special Inspections that apply to this project

Item #	Type of Special Inspection	2022 CBC Section	Required (x)	Continuous (x)	Periodic (x)
1	Special Cases as notes in SSI	1705.1.1			
2	Steel Construction a. Shop Welding b. Field Welding c. High Strength Bolting d. Shop Materials Identification e. Other as noted in SSI	1705.2			
3	Concrete Construction a. Post installed anchors b. Compression Test c. Mix Designs d. Reinforcing Placement e. Tendon Tests f. Stressing Inspection g. Other as notes in SSI	1705.3			X
			X		
					X
					X
			**		
			**See Sheet S-102 for all required special inspections.		
4	Masonry Construction a. Preliminary Acceptance Test (Masonry Units, Wall Prisms) b. Subsequent Tests (Mortar, Grout, Flood Wall Prisms) c. Placement inspections of units d. Reinforcement placement e. Other as notes in SSI	1705.4			
5	Wood Construction a. High Load Diaphragms b. Trusses with heights greater than 60" c. Trusses spanning 60" or more d. Other as notes in SSI e. Trusses Exempt under Exemptions 1, 2 or 3	1705.5			
6	Soils a. Material below foundation meets bearing capacity b. Verify placement of fill material c. Compaction Test d. Other as notes in SSI	1705.6			X
					X
				X	
			**		
			**See Sheet S-102 for all required special inspections.		

7	Driven Deep Foundations	1705.7	
	a. Verify Materials		
	b. Inspect driving operation		
	c. Verify installation process		
	d. Verify placement		
	e. Other as notes in SSI		
8	Cast-in-place Deep Foundations	1705.8	
	a. Verify hole size		
	b. Inspection drilling operation		
	c. Verify placement		
	d. Other as notes in SSI		
9	Helical Pile Foundations	1705.9	
	a. Inspection drilling operation		
	b. Verify installation process		
	c. Verify placement		
	d. Other as notes in SSI		
10	Structural Integrity of Deep Foundation Elements	1705.10	
	a. Defect Testing		
	b. Other as noted in SSI		
11	Fabrication Items	1705.11	
	a. Inspection of the shop		
	b. Other as notes in SSI		
12	Wind Resistance	1705.12	
	a. Structural wood	1705.12.1	
	b. Cold-formed steel light framed const.	1705.12.2	
	c. Other as notes in SSI		
	d. Exempt under exemptions 1,2 or 3	1704.2	
13	Seismic Resistance	1705.13	
	a. Structural steel	1705.13.1	
	b. Structural wood	1705.13.2	
	c. Cold-formed steel light framed const.	1705.13.3	
	d. Designated seismic systems	1705.13.4	
	e. Architectural components	1705.13.5	
	f. Plumbing, mech. and elec. components	1705.13.6	
	g. Storage racks	1705.13.7	
	h. Seismic isolation systems	1705.13.8	
	i. Cold-formed steel special bolted moment frames	1705.13.9	
	j. Other as notes in SSI		
	k. Exempt under exemptions 1,2 or 3	1704.2	

- 14 **Testing for Seismic Resistance** **1705.14**
- a. Structural steel **1705.14.1**
 - b. Nonstructural components **1705.14.2**
 - c. Designates seismic systems **1705.14.3**
 - d. Seismic isolation systems **1705.14.4**
 - e. Other as notes in SSI
 - f. Exempt under exemptions 1,2 or 3 **1704.2**

- 15 **Sprayed Fire-resistant Materials** **1705.15**
- a. Placement inspection
 - b. Density tests
 - c. Thickness tests
 - d. Inspect batching
 - e. Other as notes in SSI

- 16 **Other as notes in SSI**

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- 17 **Structural observation** **1704.6**
- a. Overall observation **1704.6.1**
 - b. Other as notes in SSO

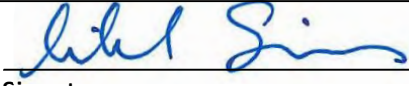
- 18 **Other as noted in SSO**

--	--	--

I have read and agree to comply with the terms and conditions of this agreement:

Tony Moscini _____ Owner (print)	<i>Antonio Moscini</i> _____ Signature	8/6/26 _____ Date
--	--	-------------------------

TBD _____ Contractor (print)	_____ Signature
_____ License No.	_____ Date

Michael J. Simmons, SE _____ Architect or Engineer of Record (print)	 _____ Signature
The SSI/SSO is located on Sheet <u>S-102</u> of the drawings.	

N/A	
Geotechnical Engineer (print)	Signature
License No.	Date

TBD	
Fabricator (print)	Signature
ICC Approval No.	Date

TBD			
Special Inspection Agency	ICC No. or License No.	Inspection Item No.	Date

Special Inspection Agency	ICC No. or License No.	Inspection Item No.	Date
---------------------------	------------------------	---------------------	------

Special Inspection Agency	ICC No. or License No.	Inspection Item No.	Date
---------------------------	------------------------	---------------------	------

Russell Davidson		8/5/26
Form Completed by (print)	Signature	Date



RECOGNIZED SPECIAL INSPECTION & TESTING AGENCIES

Key: **FP** = Spray-Applied Fireproofing/Epoxy

PC = Pre-stressed/Post-Tension Concrete

SF=Shop Fabrication

RC = Reinforced Concrete

SGEF = Special Grading, Excavation & Filling

SM = Structural Masonry

FW=Field Welding

SS= Structural Steel Bolting

The following Special Inspections and Testing Agencies have qualifications currently on file with Placer County Building Division.

This list is not exclusive, and any agency may submit qualifications to the County of Placer for consideration.

	Address	Phone	FP	PC	SF	RC	SGEF	SM	FW	SS*
ACE Quality Control	1050 Melody Lane, #160 Roseville CA 95678	916-742-5096	X	X		X	X	X		X
Achievement Engineering Corp	1145 Third Street, San Jose, CA 95112	408-217-9174	X	X		X	X	X		X
Advanced Service Industries, Inc	1271 High Street Auburn, CA 95603	310-819-5752	X	X		X		X	X	X
Berlogar Stevens & Associates	1220 Quarry Lane, Ste C Pleasanton, CA 94566	925-484-0220	X	X	X	X	X	X	X	X
Construction Testing Services	2118 Rheem Dr Pleasanton CA 94588	925-462-5151	X	X		X		X		X
CTE Cal, Inc	3628 Madison Ave, Ste 22 Sacramento, CA 95660	916-331-6030	X	X		X	X	X		X
ENGEO Inc	2213 Plaza Dr Rocklin, CA 95765	916-786-8883	X	X		X	X	X		X
Geocon Consultants Inc	3160 Gold Valley Dr #800 Rancho Cordova CA 95742	916-852-9118 916-852-9132	X	X		X	X	X		X
Gularte & Associates	1049 Nichols Dr Rocklin CA 95765	916-626-5577 916-626-5533				X	X	X		X
Holdrege & Kull Consulting	792 Searls Ave Nevada City CA 95959	530-478-1305	X	X		X	X	X		X
Inspection Consulting Inc	11295 Sunrise Gold Cir #E Rancho Cordova CA 95472	916-321-5580 916-321-5590	X	X		X	X	X		X
Kleinfelder Inc	2001 Arch Airport Rd 100 Stockton CA 95206	209-948-1345 209-234-4700	X	X		X		X		X
Krazan & Associates, Inc	4320 Orange Ave Ste Grove E-F Sacramento CA 95841	916-564-2220 916-564-2222	X	X		X	X	X		X
Lovelace, Richard	3305 Deer Foot Lane Reno NV 89506	775-971-9215 775-276-3849								X
Lincoln & Long Engineering	568 E Main Street Grass Valley, CA 95945	530-273-0521					X			
MatriScope Engineering Laboratories	601 Bercut Dr Sacramento CA 95811	916-375-6700 916-375-6702	X	X		X	X	X		X
Mid Pacific Engineering Inc	4200 N Freeway Blvd #5 Sacramento CA 95834	916-927-7000 916-375-6702	X	X		X	X	X		X
Neil O Anderson & Associates Inc	902 Industrial Way Lodi CA 95240	916-927-7000 916-372-9900	X	X		X		X		X
Norcon LLC	470 3 rd St., Ste 105 San Francisco CA 94107	415-692-0519	X	X		X		X		

Raney Geotechnical	3140 Beacon Blvd W Sacramento CA95691	209-367-3701 209-333-8303	X	X		X	X	X		X
Reno Tahoe Geo Associates, Inc.	12000 Old Virginia Road Reno, NV 89512	775-853-9100	X	X		X	X	X	X	X
RMA Group	3150 Fitzgerald Rd Rancho Cordova CA 95742	916-371-0434 916-371-1809	X	X		X	X	X		X
TAPP, Inc.	2427 Kelly Lane Houston, TX 77066	281-685-9048			X					
Terracon Consultants Inc	3140 Gold Camp Dr #170 Rancho Cordova CA 95742	916-631-7194 916-631-7256	X	X		X		X		X
TEP OPCO, LLC	4602 E. Elwood St, #16 Phoenix, AZ 85040	480-463-0645		X		X	X		X	X
Twining Laboratories Inc	1572 Santa Ana Ave Sacramento CA 95838	916-649-9000 916-921-3777	X	X		X	X	X		X
Wallace-Kuhl & Associates Inc	3422 W Hammer Ln #D Stockton CA 95219	209-234-7722 209-234-7727	X	X		X	X	X		X
Youngdahl Consulting	1234 Glenhaven Ct El Dorado Hills CA 95762	916-933-0633 916-933-6482	X	X		X	X	X		X

***Please contact the company to confirm that Structural Bolting Special Inspections are available.**

AUBURN OFFICE - 3091 County Center Dr. Ste 160 / Auburn, California 95603 / (530) 745-3010 / Fax (530) 745-3058

TAHOE OFFICE – 775 North Lake Blvd. / Tahoe City, California 96145 / (530) 581-6200 / Fax (530) 581-6204

Web Site Address: <http://www.placer.ca.gov/> Email: building@placer.ca.gov

213 Special Inspection Testing and Agreement 251222

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

APPENDIX D

CITY OF COLFAX PERMIT

**City of Colfax**

P.O. Box 702
33 South Main Street
Colfax, CA 95713

Office (530) 346-2313
Fax (530) 346-6214
www.Colfax-CA.gov

PERMIT

BUILDING CONSTRUCTION

VALID FOR 180 DAYS FROM ISSUANCE



COMMERCIAL



RESIDENTIAL

BUILDING DEPARTMENT (530) 346-2313

INSPECTIONS TUESDAYS & THURSDAYS ONLY

Name: Nevada Irrigation District

Permit #: 26020

Mailing Address: 1036 W. Main St.

Date Issued: September 8, 2026

City / State / ZIP: Grass Valley, 95945

Project Address: 148 Whitcomb Ave

Phone: 530-271-6866

APN: 100-230-054-000

Email: aronowg@nidwater.com

Building Permit issuance and approval does not constitute Homeowner's Association Approval. Please contact your Association if applicable.

Description: Description: Reconfig of 9242sf interior office. Improve site circulation and parking. Access to restrooms, door clearances and exiting provisions. Replace HVAC and lighting for renovated offices.

CONTRACTOR INFORMATION:☐ New ☐ Addition ☒ Alter ☐ Repair ☐ Other

Name: TBD

Address:

City / St / ZIP:

Phone:

Email:

Contractors License

Class:

Issued By:

Joe Sweet, Building Inspector, City of Colfax

Date:

9/8/26

INSPECTION COMMENTS:

		INSPECTION RECORD CONSTRUCTION PERMIT No: #26020					
BUILDING DEPARTMENT		(530) 346-2313		INSPECTIONS TUESDAYS & THURSDAYS ONLY			
Property Owner: Nevada Irrigation District				Date: 9/8/26			
Mailing Address: 1036 W. Main ST, Grass Valley, 95945				Project Address: 148 Whitcomb Ave			
APN: 100-230-054-000				Description: Reconfig of 9242sf interior office. Improve site circulation and parking. Access to restrooms, door clearances and exiting provisions. Replace HVAC and lighting for renovated offices.			
		DATE	INSPECTOR INITIALS			DATE	INSPECTOR INITIALS
<u>FOUNDATION and UNDERSLAB</u>				<u>ELECTRICAL INSPECTIONS</u>			
Setback Foundation Forms				Temporary Power Pole			
UFER Service Grounding				Service Change			
Underfloor Plumbing				Miscellaneous Electrical			
Wire Membrane/Slab				Photo Voltaic			
<u>RAISED FLOOR</u>				<u>MECHANICAL INSPECTIONS</u>			
Underfloor Mechanical				Furnace/Air Conditioner Replacement			
Underfloor Plumbing				Miscellaneous Mechanical			
Stem Wall Girder Floor Joist				<u>PLUMBING INSPECTIONS</u>			
Insulation				DWV Test			
				Gas Test			
<u>SHEARS</u>				Water Heater Replacement			
Exterior wall Shear				Miscellaneous Plumbing			
Interior Wall Shear							
Roof/Deck Sheathing				<u>FOUNDATION/CONCRETE INSPECTIONS</u>			
				Pier Column Footings			
<u>OVERALL FRAME</u>				Grade Beams			
Rough Electrical				Retaining Wall Footings			
Rough Plumbing				Bond Beams			
Rough Mechanical				Miscellaneous Concrete Pours			
Rough Fire Sprinklers							
Rough Frame				<u>STRUCTURAL/FINISH INSPECTIONS</u>			
Exterior Finish				Block wall Bond Beams			
Wall/Ceiling Insulation				Party Wall Rock Nail			
Sheetrock Nail				Additional Missed Anchors			
				Miscellaneous Structural Finish			
<u>UTILITIES</u>							
Underground Conduit				<u>RE-ROOFING INSPECTIONS</u>			
Water Service				Pre Roof			
Sewer Service				Sheathing			
Electric Service				Final Roof			
Gas Service				<u>FINAL</u>			
<u>WILDLAND URBAN INTERFACE</u>							
Exterior Vents				<u>DEMOLITION FINAL</u>			
Windows							
Eaves				<u>SIGN FINAL</u>			
<u>BUILDING PERMIT FINAL</u>							
				Other:			
				Fire Sprinkler Inspection			
Joe Sweet, City of Colfax Building Inspector, Signature: _____ Date: _____							
COMMENTS: _____							

**NID HYDRO FIELD OFFICE RENOVATION
148-152 WHITCOMB
(Project #C0011)**

APPENDIX E

W-9 FORM

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they