

CAMROSA WATER DISTRICT
ENGINEERING DEPARTMENT

BID TERMS AND CONDITIONS

FOR

(Name of Capital Project_

SPECIFICATION NO. PW xx-xx

BID TERMS AND CONDITIONS

Requirement to Meet All Bid Provisions - Each bidder shall meet all of the specifications and bid terms and conditions. By virtue of the bid submission, the bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the proposal. Nonsubstantial deviations may be considered provided that the bidder submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is nonsubstantial will be determined by the District in its sole discretion.

License - In accordance with the provisions of California Public Contract Code Section 3300, the District has determined that the bidder shall possess a valid applicable class Contractor's License as specified in the Contract documents. Failure to possess the specified license at the time of bid submittal shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not possessing said license.

Communications Regarding Bid - If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract documents, or discovers discrepancies or omissions, the bidder may submit questions to the District Engineer at terryc@camrosa.com. Any questions regarding membership or downloading should be directed to QuestCDN at (952) 233-1632 or info@questcdn.com. Interpretations or corrections of the Contract documents shall be made via the Q&A feature or by addendum duly issued by the District Engineer. A copy of such addendum shall be posted online through QuestCDN. The contractor shall be required to be registered with QuestCDN to obtain automatic electronic notifications. Such addendum shall be considered a part of and incorporated in the Contract documents.

All timely requests for information submitted in writing will receive a written response from the District. Telephone communications with District staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the District.

Bidder's Bond Requirement - Bidders shall provide a properly executed bidder's bond (contained herein), cashier's check, or other bidder's security payable to the Camrosa Water District to accompany the proposal in the amount of ten percent (10%) of the total bid. The proceeds thereof will become the property of the District if the bidder fails to or refuses to execute the contract within ten (10) calendar days after the District has notified the bidder of intent to award the bid or within ten (10) calendar days after notice of the award has been sent by mail to the bidder, whichever occurs first. It is the Camrosa Water District Board of Directors' policy that the bid bond or other bidder's security will not be waived due to calculation errors made by the bidder. Additionally, the proceeds of the bidder's bond will become the property of the District if the bidder fails to or refuses to furnish satisfactory bonds or evidence of insurance required in the contract construction documents within ten (10) days after the bid has been awarded. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California. All bid bonds or substitutes therefore will be returned upon timely execution of the Contract and the filing of satisfactory insurance certifications and bonds by successful bidder.

Bid Submission - Each bid must be submitted on the form(s) provided in the proposal. The proposal shall be enclosed in an envelope, which shall be sealed and addressed to the Project Engineer, Camrosa Water District, 7385 Santa Rosa Road, Camarillo, California 93012. In order

to guard against premature opening, the proposal shall be clearly labeled with the bid title, name of bidder, and date and time of bid opening. If the proposal is delivered to the District via express delivery, or other priority mail service, the above information must also be included on the outside shipment envelope.

Submission of One Bid Only - No individual, or business entity of any kind shall be allowed to make or file or to be interested in more than one bid, except an alternative bid when specifically requested. However, an individual who has quoted prices on materials to a bidder submitting a proposal is not thereby disqualified from quoting prices to other bidders submitting proposals.

Bid Withdrawal - A bidder may withdraw its proposal without prejudice prior to the time specified for the bid opening by submitting a written request to the Business Manager for its withdrawal. If this occurs, the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than the place stated in the Notice Inviting Bids will be considered. All bids will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the bids.

Bid Quotes and Unit Price Extensions - The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Bid Submission Form(s). The Bid Submission Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform to the specified unit price.

Bid Retention and Award - The District reserves the right to retain all proposals for a period of sixty (60) days after the bid opening date for examination and comparison. The District also reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations, and to make award to the lowest responsive and responsible bidder as the interest of the District may require.

Labor Actions - In the event that the successful bidder is experiencing a labor action at the time of the award of the bid (or if its suppliers or subcontractors are experiencing such a labor action), the District reserves the right to declare said bidder is no longer the lowest responsible bidder and may accept the next acceptable low bid from a bidder that is not experiencing a labor action and declare it to be the lowest responsible bidder.

Contract Requirement - The bidder to whom award is made, shall execute a written contract with the District within ten (10) calendar days after notice of the award has been sent by mail to the address given in the proposal or within ten (10) calendar days after receipt by bidder of oral communication of the intent to award, whichever occurs first. The Contract shall be made in the form adopted by the District and incorporated in these specifications. The bidder warrants that bidder possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, bidder shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Failure to Accept Contract – If, upon notification of intent to award the bid by the District, the bidder fails to enter into the Contract within the specified time period, the pending award will be annulled. Any bid security will be forfeited in accordance with these Bid Terms and Conditions if a bidder's bond or security is required. An award may be made to the next lowest responsive and responsible bidder who shall fulfill every term and condition of the bid.

Faithful Performance Bond Requirement - The bidder to whom the Contract is awarded (Contractor) shall execute the Contract and furnish a surety bond in the amount of one hundred percent (100%) of the Contract bid price guaranteeing the faithful performance of the Contract. The bond shall remain in force for a period of one year after the date of recordation of Notice of Completion by District. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California.

Material Suppliers and Laborer Bond Requirement - The Contractor shall furnish a surety bond by an admitted surety in the amount of one hundred percent (100%) of the Contract bid price to secure the payment of claims for materials and labor provided by others in performing the work. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California.

Antitrust Claims - In accordance with Section 4552 of the Government Code, in submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Prevailing Wages and Minority Group Skill Upgrade and Employment - Bidders are hereby notified that pursuant to the provisions of the California Labor Code the California Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Such wage scale is set forth at length in a Schedule of Prevailing Rates of Wages that is on file at the California Department of Industrial Relations and is available at www.dir.ca.gov/DLSR/PWD/index.htm. The published prevailing wage rates that the Contractor shall pay are hereby incorporated in and made a part of these Bid Terms and Conditions.

The bidder to whom the Contract is awarded shall assist in locating, qualifying, hiring, and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Orders 11246 and 11375.

Public Records Act - All information contained in the proposal is public information once opened unless it is bona fide trade secret information and is labeled as such. Any California Public Records Act request for information labeled as a trade secret shall be forwarded to the bidder for legal defense. Failure on the part of the bidder to promptly defend against any such

request or action shall be deemed an unqualified waiver of the confidentiality of all trade secret information in the proposal.

Recycled Purchase Requirement - Bidders are hereby notified that pursuant to the provisions of Sections 22150–22154 of the California Public Contract Code the District is required to purchase recycled products as defined in Section 12200 of the same Code if the product fitness and quality are equal to the nonrecycled product and available at the same or a lesser total cost than nonrecycled items. Bidders shall offer products and prices to the District that meets these requirements.

CAMROSA WATER DISTRICT

ENGINEERING DEPARTMENT

DOCUMENTS FOR EXECUTION BY SUCCESSFUL BIDDER

FOR

Name of Capital Project

SPECIFICATION NO. PW xx-xx

CONTRACT BETWEEN THE CAMROSA WATER DISTRICT AND
_____ FOR
(name of project and Specification No. PW xx-xx)

THIS CONTRACT is made and entered into in the City of Camarillo on this _____ day of _____, 20__, by and between the CAMROSA WATER DISTRICT, hereinafter referred to as DISTRICT, and _____, a _____, hereinafter referred to as CONTRACTOR. (*type of business entity*)

RECITALS :

WHEREAS, on (month, day, year) DISTRICT invited bids for (name of capital project, per Specification No. PW xx-xx; and

WHEREAS, pursuant to said invitation, CONTRACTOR submitted a Proposal which was accepted by DISTRICT for said project.

NOW, THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are a part of this CONTRACT.

2. **Term.** The term of this CONTRACT shall be from the date this CONTRACT is made and entered, as first written above, and shall be completed no later than ninety (90) consecutive calendar days after the receipt of the Notice to Proceed.

3. **Incorporation by Reference.** Public Contract Code Section 22300, Specification No. PW xx-xx, consisting of xx pages, and all documents incorporated by reference therein, and CONTRACTOR'S Proposal are hereby incorporated by reference and made a part of this CONTRACT.

4. **Precedence of Contract Documents.** If there is a conflict between or among CONTRACT documents, the document highest in precedence shall control. The precedence shall be:

- First: This Document consisting of six (6) pages excluding paragraph 3
- Second: CONTRACTOR'S Proposal
- Third: Permits from other agencies as may be required by law
- Fourth: Special Provisions
- Fifth: Bid Terms and Conditions
- Sixth: Detailed Plans
- Seventh: Standard Plans
- Eighth: Standard Specifications Modifications
- Ninth: "Standard Specifications for Public Works Construction" (SSPWC)
- Tenth: Reference Specifications

Change orders, supplemental agreements, and approved revisions to plans and specifications become a part of item First.

5. **Obligations of the District.**

A. DISTRICT shall be obligated to pay CONTRACTOR based upon the actual DISTRICT-authorized quantities in place and the unit and/or lump sum prices bid by CONTRACTOR, including but not limited to all labor, material, and equipment, rather than the CONTRACT bid price.

B. DISTRICT shall make regular progress payments to CONTRACTOR within thirty (30) days after mutual concurrence with the unit quantities and/or lump sum items of work satisfactorily performed, subject to applicable retention requirements. In no event shall the total amount paid exceed the CONTRACT bid price of _____ Dollars (\$ _____) unless otherwise agreed to by the parties in writing.

C. Upon receipt of an invoice for work performed to DISTRICT'S satisfaction, DISTRICT shall make progress payments within thirty (30) days of receipt of invoice. If the work is not performed satisfactorily or the invoice is defective, DISTRICT shall notify CONTRACTOR, in writing, of the reasons within seven (7) days of receipt of invoice. The intent of this Section is to comply with Public Contract Code Section 20104.50.

6. **Obligations of the Contractor.**

A. CONTRACTOR shall perform as required by this CONTRACT. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of this CONTRACT that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B. The CONTRACTOR shall comply with Labor Code Section 1773.2 and Federal prevailing wage requirements and a copy of the general wage rate list shall be posted at each job site. CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations. CONTRACTOR agrees to indemnify, defend, and hold DISTRICT harmless from any claim that prevailing wages should have been paid pursuant to this CONTRACT, including federal prevailing wage requirements under the Davis-Bacon Act, if applicable, and shall be liable for the payment of same and any penalties thereon.

7. **Audit.** DISTRICT shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to DISTRICT as a condition precedent to any payment to CONTRACTOR.

8. **Hold Harmless and Indemnification.** CONTRACTOR shall defend and provide legal defense with attorney(s) acceptable to DISTRICT, District, indemnify, and hold harmless DISTRICT, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities, or damages of whatever nature arising out of or in connection with, or relating in any manner to any act or omission of CONTRACTOR, its agents, employees, and subcontractors, and employees thereof, pursuant to the performance or non-performance of this CONTRACT. CONTRACTOR shall thoroughly investigate any and all claims and indemnify DISTRICT and do whatever is necessary to protect DISTRICT, its agents, officials, officers, representatives, and employees as to any such claims, lawsuits, liabilities, expenses, or damages arising out of this CONTRACT.

9. **Amendments.** Any amendment, modification, or variation from the terms of this CONTRACT shall be in writing and shall be effective only upon mutual written approval by the Director of Public Works and CONTRACTOR.

10. **Anti-Discrimination.** In the performance of the terms of this CONTRACT, CONTRACTOR shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

11. **Termination.** If, during the term of this CONTRACT, DISTRICT determines that CONTRACTOR is not faithfully abiding by any term or condition contained herein, DISTRICT may notify CONTRACTOR in writing of such defect or failure to perform. The notice must give to the CONTRACTOR a ten (10) day period of time thereafter in which to perform said work or cure the deficiency. If CONTRACTOR has not performed the work or cured said deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of this CONTRACT, and DISTRICT may terminate this CONTRACT immediately by written notice to CONTRACTOR to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under this CONTRACT except however, any and all obligations of CONTRACTOR'S surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In said event, CONTRACTOR shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received DISTRICT'S Notice of Termination, minus any damages, including liquidated damages if so provided herein, occasioned by such breach. DISTRICT reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in DISTRICT'S sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall CONTRACTOR be entitled to receive in excess of the compensation quoted in its bid.

12. **Insurance.** CONTRACTOR shall, prior to commencing performance hereunder, submit proof of all insurance coverage as required by the Specification or other document incorporated in and made a part of this CONTRACT.

13. **Complete Contract.** This CONTRACT shall constitute the complete CONTRACT between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor

shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

14. **Independent Contractor.** It is expressly understood between the parties to this CONTRACT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

15. **Time of Performance.** Time is of the essence in this CONTRACT.

16. **Liquidated Damages.** Should CONTRACTOR fail to complete the project, or any part thereof, in the time agreed upon in the CONTRACT or within such extra time as may have been allowed for delays or extensions granted as provided in the CONTRACT, CONTRACTOR shall reimburse DISTRICT for the additional expense and damage for each calendar day that the CONTRACT remains uncompleted after the CONTRACT completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the CONTRACT is the per diem rate of Five Hundred Dollars (\$500.00) per calendar day. Such amounts are hereby agreed upon as liquidated damages for the loss to DISTRICT resulting from the failure of CONTRACTOR to complete the project within the allotted time and to the value of the operation of the works dependent thereon.

It is expressly understood and agreed that this amount is a reasonable amount and is established in lieu of damages, which are incapable of calculation at the inception hereof, and this amount is not to be considered in the nature of a penalty. DISTRICT shall have the right to deduct such damages from any amount due, or that may become due to CONTRACTOR, or the amount of such damages shall be due and collectible from CONTRACTOR or CONTRACTOR'S surety.

Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

17. **Conflict of Interest.** Neither CONTRACTOR nor any employees, agents, or subcontractors of CONTRACTOR who will be assigned to this project, to the best of CONTRACTOR'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this CONTRACT. Should one party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict, DISTRICT may terminate the CONTRACT immediately for non-performance pursuant to Section 11 herein.

18. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

19. **Authority to Execute Contract.** Both DISTRICT and CONTRACTOR do covenant that each individual executing this CONTRACT on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

20. **Jurisdiction and Venue.** Jurisdiction is in the State of California and venue lies in Ventura County.

21. **Non-Appropriation of Funds.** Payments due and payable to CONTRACTOR for current services are within the current budget and within an available, unexhausted, and unencumbered appropriation of DISTRICT. In the event DISTRICT has not appropriated sufficient funds for payment of CONTRACT services beyond the current fiscal year, this CONTRACT shall cover only those costs incurred up to the conclusion of the current fiscal year.

22. **Notices.** All written notices required by or related to this CONTRACT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed as listed below. Neither party to this CONTRACT shall refuse to accept such mail; the parties to this CONTRACT shall promptly inform the other party of any change of address. All notices required by this CONTRACT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this CONTRACT is as follows:

DISTRICT Terry Curson, District Engineer
 Engineering Department
 7385 Santa Rosa Road
 Camarillo, CA 93012

CONTRACTOR _____

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

Attest:

Camrosa Water District

Tony Stafford
General Manager

By: _____
Eugene F. West, President
Camrosa Water District

(Name of contracting company)

By: _____

Title: _____

By: _____

Title: _____

**BOND FOR FAITHFUL PERFORMANCE
BOND NO.**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, hereinafter referred to as "Contractor," as principal, and _____, hereinafter referred to as "Surety," are held and firmly bound unto the Camrosa Water District, Camarillo, California, hereinafter referred to as "District" or "Obligee," in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, Contractor has been awarded and is about to enter into the annexed Contract with the Camrosa Water District for the (name of capital project pw-xx-xx), and is required by District to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if Contractor shall well and truly do and perform all the covenants and obligations of said Contract to be done and performed at the time and in the manner specified herein, then this obligation shall be null and void one (1) year after the date of recordation of a Notice of Completion by District of the completed work; otherwise it shall be and remain in full force and effect, and Surety shall cause the Contract to be fully performed or to pay to Obligee the cost of performing said Contract in an amount not exceeding the said sum above specified, and shall also, in case suit is brought upon this bond, pay to Obligee court costs and a reasonable attorney's fee, to be fixed by the court.

Continued

BOND FOR FAITHFUL PERFORMANCE - Continued

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished shall not in any way release either Contractor or Surety, nor shall any extension of time granted under the provisions of the Contract release either Contractor or Surety, and notice of such alterations or extensions of the Contract is hereby waived by Surety.

WITNESS our hands this _____ day of _____, 20__.

Contractor

By _____

Title _____

By _____

Title _____

Surety

By _____

Title _____

FORM TO ACCOMPANY BOND FOR FAITHFUL PERFORMANCE

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____, known to be the _____ of _____ and the same person whose name is subscribed to the within instrument as the _____ of said _____, and the said _____ duly acknowledged to me that he/she subscribed the name of _____ thereto as Surety and his/her own name as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for said
County and State aforesaid

BOND FOR MATERIAL SUPPLIERS AND LABORERS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, hereinafter referred to as "Contractor," as principal, and _____, hereinafter referred to as "Surety," are held and firmly bound unto the Camrosa Water District, Camarillo, California, hereinafter referred to as "District" or "Obligee," in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, Contractor has been awarded and is about to enter into the annexed Contract with the Camrosa Water District for recoating and site improvements for the (name of project, pw- xx-xx) and is required by District to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if Contractor in said Contract, or any subcontractor, fails to pay for any materials, provisions, or its other supplies or items used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, Surety will pay for the same in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California.

Continued

BOND FOR MATERIAL SUPPLIERS AND LABORERS - Continued

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished which may be made pursuant to the terms of said Contract shall not in any way release either Contractor or Surety, nor shall any extensions of time granted under the provisions of said Contract release either Contractor or Surety, and notice of such alterations or extensions of said Contract is hereby waived by Surety.

WITNESS our hands this _____ day of _____, 20__.

Contractor

By _____

Title _____

By _____

Title _____

Surety

By _____

Title _____

FORM TO ACCOMPANY BOND FOR MATERIAL SUPPLIERS AND LABORERS

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____, known to be the _____ of _____ and the same person whose name is subscribed to the within instrument as the _____ of said _____, and the said _____ duly acknowledged to me that he/she subscribed the name of _____ thereto as Surety and his/her own name as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for said
County and State aforesaid

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Sections 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

By _____

Date: _____

Title _____

By _____

Date: _____

Title _____

CAMROSA WATER DISTRICT
ENGINEERING DEPARTMENT
STANDARD SPECIFICATIONS
FOR
(Name of Capital Project, PW xx-xx)

CAMROSA WATER DISTRICT

STANDARD SPECIFICATIONS

0-1 **STANDARD SPECIFICATIONS**

Except as hereinafter provided, the provisions of the latest edition of the Standard Specifications for Public Works Construction (SSPWC), and all supplements thereto, prepared and promulgated by the Greenbook Committee of Public Works Standards Inc., formerly the Southern California Chapter of the American Public Works Association and the Associated General Contractors of America, and the following modifications thereto are established as the Standard Specifications for the District. They will be referred to in the Special Provisions as the "Standard Specifications."

0-2 **DELETIONS**

The following sections of the SSPWC are hereby deleted: 2-2, 2-5.2, 6-6.1, 6-9, 7-3, 7-4, 7-10, 9-3.3, 214, 307, 310-5.6

0-3 **NUMBERING OF SECTIONS**

The numbering of sections and subsections in these modifications are compatible with the numbering in the SSPWC. The Special Provisions will be numbered as Sections 700 through 799.

The replacement sections of those sections deleted from the SSPWC shall have the same numbers as the sections they replaced.

0-4 **ADDITIONS**

The sections which follow either replace sections of like number in the SSPWC, which were deleted in Section 0-2 above, or add material not in the SSPWC.

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 **DEFINITIONS**

1-2.1 **Additional Definitions**

Acceptance – The formal written acceptance by the District of the completed project.

Addendum – A notice issued to all prospective bidders during the bidding period when the modification of the plans and/or specifications necessary to change, correct, clarify or further define any aspect of the work.

Agency/District – Camrosa Water District.

Approved Equal – or words of the like import refer to a material which has been approved by the District Engineer as similar and equal in all respects and acceptable for use in lieu of the particular materials as specified herein. No "approved equal" material shall be used in any of the work unless approval to use same is first obtained in writing from the District Engineer. The District reserves the right to reject any and all materials, either before or after installation that are not as specified or approved by the District Engineer in writing. In all cases where propriety articles are specified, it is the intent of these specifications to permit the use of approved equals, unless specifically prohibited. Requests for "approved equal" status for proposed substitutions shall be submitted within fifteen (15) days after the award of the Contract. Such requests shall include substantiating data and the proposed credit to the Contract price for the use of such substitution, should it be approved.

Approved, Required, Directed – or words of similar import, refer to and indicate that the work or materials shall be "approved," "required," or "directed" by the Camrosa Water District or its duly authorized representative.

Bid – That document included in the Proposal setting forth the performance prices for the work.

Board of Directors – The body constituting the awarding authority of the District.

Department – Engineering Department of Camrosa Water District.

Due Notice – A written notification, given in due time, of a proposed action where such notification is required by the Contract to be given a specified interval of time (usually 48-hours or two working days) prior to the commencement of the contemplated action. Notifications may be from District to Contractor or from Contractor to District.

Engineer – The Project Engineer of the Camrosa Water District.

Laboratory - Any laboratory of a public agency or any recognized commercial testing laboratory approved by the District.

Prompt – The briefest interval of time required for a considered reply, including the time required for approval by a governing body.

Proposal – Includes all those documents, which must be submitted by bidder in order to be awarded the Contract.

1-3 ABBREVIATIONS

1-3.3.1 Institutions

AAN	American Association of Nurserymen
ACI	American Concrete Institute

AGC	Associated General Contractors of America
AISC	American Institute of Steel Construction
APCD	Air Pollution Control District
APWA	American Public Works Association
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
CAL-OSHA	California Occupational Safety & Health Administration
CITY	City of Camarillo
CRSI	Concrete Reinforcing Steel Institute
DISTRICT	Camrosa Water District
IEEE	Institute of Electric and Electronic Engineer
NEC	National Electrical Code
NFPA	National Fire Protection Association
RSRPD	Rancho Simi Recreation and Parks District
SSPWC	Standard Specifications for Public Works Construction, latest edition, prepared by the Greenbook Committee of Public Works Standards, Inc., formerly the Southern California Chapters of AGC and APWA
SSS	State of California, Department of Transportation, Standard Specifications, latest edition
VCFCDD	Ventura County Flood Control District
VCTC	Ventura County Transportation Commission

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-2 CONTRACT ASSIGNMENT

The bidder shall not in whole or in part, assign, transfer, convey, or otherwise dispose of the Contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the District.

2-5 PLANS AND SPECIFICATIONS

2-5.1.1 Accuracy of Specifications

The specifications and the plans for this project are believed by the District to be accurate and to contain no misrepresentation or any concealment of any material fact. Bidders are cautioned to undertake an independent analysis of any materials, test data and results, if any, in the specifications. District does not guarantee the accuracy of any interpretations of test data and results contained in the specifications. Bidder and all subcontractors named in the Proposal shall bear sole responsibility for bid errors resulting from misstatements or omissions in the plans and specifications which would have been ascertained by examining either the project site or the test data and results, if any, in the District’s possession.

Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of the bidder to inquire prior to bid submission. Failure to so inquire shall cause any such ambiguity to be construed against the bidder and/or a waiver of any defect by the bidder.

An ambiguity or defect shall be considered patent if it is of such a nature that the bidder assuming reasonable skill, ability, and diligence, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify District in writing of bid specifications or plans defects or ambiguities prior to bid submission shall waive any right to assert said defects or ambiguities subsequent to submission of the bid.

To the extent that these specifications constitute performance specifications, the District shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided therefor in the bid.

In the event that any dispute arises after awarding the bid as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or over any other matter whatsoever, Contractor shall immediately notify District in writing. Contractor and all subcontractors shall continue to perform whether or not the ambiguity or defect is major, material, minor, or trivial, and whether or not a change order, time extension, or additional compensation has been granted by the District. Failure to provide such written notice within one working day of Contractor becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

2-5.4 Bidders Required to Make Investigations

Bidders are required to make their own investigations and their own estimates of the site. It is not intended nor to be inferred that the specifications are or constitute any representation of warranty, express or implied, by the Camrosa Water District or any officer or employee, thereof, that any conditions which may seem to be indicated by the specifications actually exist or are to be relied upon either with reference to site or subsoil conditions, the presence or absence of groundwater, or otherwise. The bidder to whom this Contract is awarded covenants and agrees by execution of the Contract that the specifications do not constitute any warranty or representation, express or implied, respecting actual conditions which will be encountered by the Contractor in performance of the Contract and that the Contractor cannot and does not rely thereon and shall not be relieved of liability under the Contract. Neither the District nor any officer or employee thereof shall be liable to the Contractor as a result of any difference or variance between conditions suggested or seemingly indicated by the specifications of the work or otherwise. It is the overriding purpose and intent of the parties that the Contractor assumes all risks in connection with performance of the work in accordance with the Contract documents regardless of any such difference or variance. The Contractor forever and irrevocably waives, relinquishes, and releases any claims, rights, demands, damages, actions, and causes of action in connection therewith against the Camrosa Water District and its officers and employees.

2-5.5 Additional Investigations Required

Prior to bid submittal, the bidder must perform an independent site investigation and by the bid represents that the bidder has accomplished and is satisfied as to the result of the investigation required under these Bid Terms and Conditions. In addition thereto, the bidder has investigated all other general and local conditions pertaining to the work to be performed, the site of the work and adjacent and nearby areas, including, but not limited to, those relating to transportation, the disposal, handling and storage of materials, availability of labor, water, electrical power, road and uncertainties of weather, all other physical conditions at and near the site of the work to be performed by the contractor, including the conformation and conditions of the ground, and the character of equipment and facilities needed prior to and during prosecution of the work. The bidder to whom this Contract is awarded covenants and agrees by execution of the Contract that the Contractor neither has nor shall have any claim, demand, action, or cause of action against the Camrosa Water District, or any officer or employee thereof, on account of or in respect to any such conditions, whether or not the same are ascertained or known by the Contractor. It is the sole responsibility of the Contractor to estimate properly the difficulties to be encountered in providing necessary labor, quantities of material, and the cost of successfully performing the Contractor's work in conformity with the Contract documents. Neither the Camrosa Water District nor any officer or employee thereof shall be responsible to the Contractor, nor shall any claim, demand, action or cause of action exist or arise in favor of the Contractor, on account of any oral statement or alleged representation made by the Camrosa Water District, or any officer or employee thereof, in respect to any of the foregoing matters.

SECTION 5 – UTILITIES

5-7 SCOPE OF WORK

Work shall conform to the provisions in Section 5 of the SSPWC. Manhole covers, water valve covers and grates of existing facilities will be adjusted to grade by the respective utility companies if such facilities are not included in the Contract. The Contractor shall cover grates with material suitable for preventing any paving material from passing through the grate. The Contractor shall mark the location of all existing covers by inscribing a cross in the new pavement or overlay. The cross mark shall be clear and legible after final rolling.

The Contractor shall remove extraneous material from the interior and exterior of manholes, valve boxes, storm drains, gutters, or other facilities. Covers, which are partially exposed, shall be cleaned to the satisfaction of the Engineer.

Immediately prior to placing asphalt emulsion, the Contractor shall wrap all utility covers in a three (3) mm plastic bag. The Contractor shall take care not to allow asphalt emulsion to run onto the covers. Diesel fuel application to the covers will not be allowed.

The Contractor shall contact the respective utility companies and other agencies listed below forty-eight (48) hours prior to starting any work on each road by which those companies are affected.

To ensure that all utility companies are aware of the proposed work, the Contractor shall notify the Underground Service Alert Office (South USA) by calling 1-800-422-4133 at least two (2) working days prior to the start of any resurfacing work.

If the Contractor, while performing work pursuant to the Contract, discovers utility facilities not identified correctly or omitted in the Plans or Specifications by the District, the Contractor shall immediately notify the District and utility owner in writing.

Payment for costs incurred in protecting utility vaults, manholes, valve boxes, including the requirements pursuant to this section, shall be included in the prices bid for other items of work and no additional compensation will be allowed therefor.

UTILITY/AGENCIES TELEPHONE CONTACT LIST

CITY ENGINEER (805) 583-6786	TIME WARNER (805) 477-4439
TRAFFIC ENGINEER (805) 583-6786	AT&T TELEPHONE (805) 583-6640
CITY POLICE DEPARTMENT (805) 583-6950	EQUILON CORPORATION (310) 816-2063
CALIFORNIA HIGHWAY PATROL (805) 654-4710 (4571)	CONOCO-PHILLIPS (805) 525-6312
VENTURA COUNTY SHERIFF (805) 494-8200	UNDERGROUND SERVICE ALERT 1-800-422-4133 OR 811
SIMI VALLEY TRANSIT DIVISION (805) 583-6456	SOUTHERN PACIFIC TRANSPORTATION CO. (800) 336-9193
CAMROSA WATER DISTRICT (805) 482-8063	VENTURA COUNTY FIRE DEPARTMENT (805) 389-9738, ext. 1
CALLEGUAS MUNICIPAL WATER DISTRICT (805) 526-9323	U.S. POST OFFICE (805) 526-9189 OR (800) 275-8777
EDISON INTERNATIONAL COMPANY (805) 494-7066	AMERICAN RUBBISH/GI RUBBISH (805) 522-9400 EXT. 4360
SOUTHERN CALIFORNIA GAS CO. (818) 701-3468	ANDERSON RUBBISH (805) 520-6656
MED TRANS AMBULANCE (805) 495-4666	VERIZON 800-624-9675
	QWEST 800-283-4237

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-3.3 Temporary Suspension of Work

If suspension of work is ordered, Contractor shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through the construction for use by public traffic during the period of such suspension. 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 monies due or to become due the Contractor.

If the Engineer orders a suspension of all of the work or a portion of the work, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days.

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

If a suspension of work is ordered by the Engineer due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract, the days on which the suspension order is in effect shall be considered working days if such days are working days.

6-6.1 Work Delay

If the Contractor is obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the District, or by strikes, or by fire, earthquake, disease, pandemic, or any other act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of defense or war programs, then the time of completion may, at the District's sole option, be extended for such periods as may be agreed upon by the District and the Contractor.

6-8.1 No Waiver of Legal Rights

The District shall not be precluded or be stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the Contract.

The District shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or Surety, or both, for such damage as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

Neither the acceptance by the Engineer or by the Engineer's representative nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any portion of the Contract or of any power herein reserved or of any right to damages.

A waiver of any breach of the Contract shall not be held to be a continuing waiver or a waiver of any other or subsequent breach.

6-8.2 Non-Complying Work

Neither the final payment nor any provision in the Contract documents, nor partial or entire occupancy of the premises by the District, nor recordation of Notice of Completion by District shall constitute an acceptance of work not done in accordance with the Contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-2.2.1 Labor Laws

Labor Code Concerning Forfeiture for Worker Required to Work Excess Hours

As provided in Section 1810 of the Labor Code, eight (8) hours shall constitute a legal day's work, and as required by Section 1813 of the Labor Code, the Contractor shall, as a penalty, forfeit to the District Twenty-Five Dollars (\$25.00) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours in any one (1) calendar week.

Exception: Pursuant to Labor Code Section 1815, work performed by employees of the Contractor and subcontractors in excess of eight (8) hours per day or forty (40) hours during any one week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Labor Code Concerning Forfeiture for Paying Less than Prevailing Wage Rate

The Contractor shall comply with Division 2, Part 7, Chapter 1 of the California Labor Code and shall pay prevailing wage rates. In accordance with Section 1775 and subsequent amendments of the Labor Code, the Contractor shall forfeit as a penalty to the Camrosa Water District, not more than Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the Contract by the Contractor or by any subcontractor in violation of the provisions of said California Labor Code. In addition to said penalty and pursuant to the said Section 1775 and subsequent amendments, the difference between the stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each

worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. Any sums forfeited under the provisions of this section will be deducted from the payments under this Contract by the Camrosa Water District.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"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 provided in Section 19240 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

Attention is also directed to the requirements of the California Fair Employment and Housing Act (Government Code Sections 12900 through 12996 - Stat. 1980, Chapter 992), to the regulations promulgated by the Fair Employment and Housing Commission to implement said Act, and to the nondiscrimination, affirmative action and equal employment opportunity requirements of these Specifications.

The Contractor or subcontractor shall comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each Contractor or subcontractor shall not induce, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation due that person. Any suspected or reported violation will be reported to the appropriate Federal Agency for proper action.

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.

The Contractor shall comply with the General Prevailing Wage determination made by the Director of Industrial Relations, pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 2.

Section 1777.5 requires the Contractor and subcontractors employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which committee administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the hourly non-overtime ratio of apprentices to journeymen that will be used in the performance of the Contract; except for Land Surveyors in which case the ratio shall be not less than one (1) apprentice for each five (5) journeyman. The hourly non-overtime ratio of apprentices to journeymen in such cases shall not be less than one (1) to five (5), if practicable, except:

- a) When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the ninety (90) days prior to the request for certificate; or

- b) When the number of apprentices in training in the area exceeds a ratio of one (1) to five (5); or
- c) When the trade can show that it is replacing at least one-thirtieth (1/30th) of its membership through apprenticeship training on an annual basis state-wide or locally; or
- d) If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his/her life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman; or
- e) When contracts of general contractors or specialty contractors not bidding for work through a general or prime contractor when the contracts involve less than Thirty Thousand Dollars (\$30,000).

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade on the Contract and if subcontractors on the public works site are making such contributions.

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

7-3 LIABILITY INSURANCE

Insurance - The Contractor shall meet the following provisions (Sections 1 through 7) relating to insurance coverage:

1. General Conditions - Without limiting the Contractor's indemnification of District, Contractor shall provide and maintain at its own expense the insurance listed under Section 7 (Evidence of Coverage) covering its operations, subject to the following conditions:
 - a) The District and its boards, officers, agents, and employees shall be included as additional insureds in all liability insurance policies and endorsements thereto as broad as following forms CG 20 10 11 85 except for workers' compensation and professional errors and omissions. The District shall be named loss payee as its interest may appear in all property insurance.
 - b) In carrying out his/her work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including

California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

- c) The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify Camrosa and the utility owner if he/she disturbs, disconnects, or damages any utility.
- d) In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to Camrosa specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by Camrosa prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to Camrosa before work begins.
- e) Any deductible or self-insured retention must be declared to and approved by Camrosa. At the option of Camrosa, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
- f) Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise approved by Camrosa.
- g) In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to

require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- h) The Contractor shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in this section, to insure against such losses until final acceptance of the work by Camrosa. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. Camrosa, its directors, officers, employees, and authorized volunteers shall be named insured on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Camrosa or be construed as relieving the Contractor or their subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Camrosa.
 - i) Such insurance shall be primary with respect to any insurance maintained by District and shall not call on District's insurance for contributions.
 - j) With respect to the interests of the District, the Contractor's insurance shall not be canceled nor reduced in coverage or limits until after thirty (30) days written notice shall have been sent by certified mail, return receipt requested, to the District, 7385 Santa Rosa Road, Camarillo, California 93012, and shall contain an unequivocal clause so stating.
 - k) A District approved endorsement or certified copy of insurance policies providing coverage shall be submitted to and approved by the District's Business Manager prior to commencement of any work or tenancy. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03 or ISO CG 25 04 endorsement provided to Camrosa or the general aggregate limit shall be twice the required occurrence limit.
2. Workers' Compensation - The Contractor shall procure and maintain during the life of the contract workers' compensation insurance or a valid certificate of consent to self-insure for all its employees engaged on or at the site of the project. In case any of the work is sublet the Contractor shall require all subcontractors to similarly provide workers' compensation insurance for all the latter's employees unless such employees are covered by protection afforded by workers' compensation insurance carried by the Contractor.

The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

By submitting a bid pursuant to these specifications, Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation.

3. Aggregate Limits/Blanket Coverage - If any of the required insurance coverage contain aggregate limits or apply to other operations or tenancy of the Contractor outside these specifications, Contractor shall give District prompt, written notice of any incident, occurrence, claim, settlement or judgment against that insurance which may diminish the protection that such insurance affords the District. Contractor shall further take immediate steps restoring such aggregate limits or shall provide other insurance protection for such aggregate limits.
4. Modification of Coverage - The District reserves the right at any time during the term of any contract executed with the Contractor pursuant to these specifications (Contract) to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days written notice. If such change results in a premium increase in excess of ten percent (10%) to Contractor, District agrees to negotiate additional compensation proportional to the increased benefit to the District.
5. Failure to Procure or Maintain Insurance - Contractor's failure to procure or maintain required insurance program shall constitute a material breach of contract under which the District may immediately terminate the Contract or, at its discretion, procure or renew such insurance to protect the District's interests and pay any and all premiums in connection therewith, and recover all monies so paid from Contractor, or deduct all monies so paid from payments due Contractor.
6. Underlying Insurance - Contractor shall be responsible for requiring indemnification from its employees receiving mileage allowance, consultants, agents, and subcontractors, if any, to protect the District's interests and shall be responsible for ensuring that such persons comply with any applicable insurance statutes. Contractor is encouraged to seek professional advice in this regard.
7. Evidence of Coverage - Evidence of coverage (as checked below) having as a minimum the limits shown must be submitted and approved prior to commencement of work or any tenancy. Amounts shown are Combined Single Limit (CSL). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.
8. Primary Coverage – For any claims related to this project, the Contractor’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 013 as respects to Camrosa, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by Camrosa, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

<u>Description</u>	<u>Limits</u>
<input checked="" type="checkbox"/> Workers' Compensation <input checked="" type="checkbox"/> Employer's Liability <input checked="" type="checkbox"/> Waiver of Subrogation <input checked="" type="checkbox"/> Endorsement showing District as loss payee	Statutory \$1,000,000
<input checked="" type="checkbox"/> General Liability (must be written on an Occurrence Form)	\$5,000,000 CSL
<input checked="" type="checkbox"/> Premises and Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Broad Form Liability Endorsement <input checked="" type="checkbox"/> Explosion Hazard <input checked="" type="checkbox"/> Collapse/Underground Hazard	
<input checked="" type="checkbox"/> Automobile Liability (must be written on an Occurrence Form)	\$2,000,000 CSL
<input checked="" type="checkbox"/> Owned Automobiles <input checked="" type="checkbox"/> Nonowned/Hired Automobiles <input type="checkbox"/> Garagekeeper's Legal Liability	
<input checked="" type="checkbox"/> Property Insurance <input checked="" type="checkbox"/> All Risk Coverage	Value of Structure

7-4 HOLD HARMLESS

1. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend Camrosa, its directors, officers, employees, or authorized volunteers, and each of them from and against:
 - a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Camrosa and/or Contractor, or any directors, officers, employees, or authorized volunteers of Camrosa or Contractor, and damages to or destruction of property of any person, including but not limited to, Camrosa and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of Camrosa or its directors, officers, employees, or authorized volunteers, except the sole negligence or willful misconduct or active

negligence of Camrosa or its directors, officers, employees, or authorized volunteers;

- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor,
 - c. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party
2. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Camrosa or its directors, officers, employees, or authorized volunteers.
 3. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Camrosa or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.
 4. Contractor shall reimburse Camrosa or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
 5. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Camrosa, or its directors, officers, employees, or authorized volunteers

7-5 PERMITS

7-5.1 District Encroachment Permit

A District/City Encroachment Permit is required to work within public right-of-way and will be issued at no cost to the Contractor.

7-5.2 Caltrans Encroachment Permit

When work is proposed within State of California Department of Transportation right-of-way, the District will obtain an Encroachment Permit. However, after contract award, the Contractor shall obtain and pay for an Encroachment Permit Rider at the State of California Department of Transportation, Permit Section, 120 S. Spring Street, Los Angeles, CA 90012. The Contractor will need to show evidence of possessing bonding that meets the requirements of the State of California Department of Transportation. Such bonding costs will be at Contractor's expense.

7-5.3 Other Encroachment Permits

When work occurs in the right-of-way of other entities, the Contractor shall obtain and pay, as required, for an encroachment permit from that entity.

7-6 PROJECT SITE MAINTENANCE

7-6.2.1 Additional Air Pollution Control Requirement

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et. seq.) as amended. Violations will be reported to the appropriate authorities.

7-6.8 Sound Control Requirements

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without such muffler.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 7:00 a.m., shall not exceed a maximum of fifty (50) dba at a distance of fifty (50) feet from the source. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating the noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

7-7 PAYROLL RECORDS

7-7.1 Payroll Documentation

The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for compliance with these provisions, including compliance by subcontractors.

- (a) The Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and 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 in connection with the public work.

- (b) The payroll records required under subsection (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or authorized representative on request.
 - (2) A certified copy of all payroll records required in subsection (a) shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records required in subsection (a) or copies thereof shall be made available upon request to the public for inspection. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subsection (2), the requesting party shall, prior to being provided the records, reimburse the Contractor, subcontractor, or the entity through which the request was made, the costs of preparation of the requested documents. The public shall not be given access to such records at the principal office of the Contractor.
- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the sample information as the forms provided by the Division.
- (d) The Contractor shall file a certified copy of the records required in subsection (a) with the entity that requested such records within ten (10) days after receipt of a written request.
- (e) Any copy of records made available for inspection and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.
- (f) The Contractor shall inform the District of the location of the records required under subsection (a), including the street address, city, and county, and shall, within five (5) working days, provide the District a notice of a change of location and address.

- (g) In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply with this section. Should noncompliance still exist after such ten (10) day period, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the Contract is made or awarded, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.