

Paving 2018

Addendum # 2

This Addendum No. 2 consists of 21 (8 ½ x 11) pages. It is the responsibility of Bidder to assure and guarantee by acknowledging the receipt of this Addendum that the Bidder has received the addendum in its entirety and that the Bidder accepts all conditions contained herein. **Acknowledge this addendum in your bid submittal.**

- 1. On Page 00100-1, "Notice to Bidders", replace the first paragraph with the following:**

"Notice is hereby given that the Board of Directors of the Truckee Donner Public Utility District, Nevada County, California, herein referred to as "Owner," will receive sealed proposals at the District office, 11570 Donner Pass Road, Truckee, California 96161 until 3:00 pm, Tuesday, May 22, 2018 at which time they shall be opened and publicly read for provision of:

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- 2. On Page 0100-1, "Notice to Bidders", include the following paragraphs:**

"No bid will be considered unless it is made on the form provided and accompanied by a Certified Check, Cashier's Check, or Bidder's Bond for 10% of the amount of the Bid, made payable to the "Truckee Donner Public Utility District." The above-mentioned check or bid bond shall be given as a guarantee that the Bidder will execute the Contract, if it is awarded to them, in conformity with the Contract Documents. If a Bidder's Bond is used, the Bond shall be conditioned such that the Bidder will pay the DISTRICT as liquidated damages the amount specified in the bond unless he/she enters into a Contract in accordance with his/her Bid and furnishes a Performance and Payment Bond as described below.

Within 15 days after notification of the Award of the Contract, the successful bidder or bidders will be required to furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the Contract price. Said bond shall be secured from a surety company satisfactory to the District.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the contract will contain provisions permitting the successful bidder to substitute securities for any moneys withheld by the District to ensure performance under the contract."

- 3. On Page 0100-2, "Instructions to Bidders", replace paragraphs 1 through 3 with the following:**

"SECTION 00100 – INSTRUCTIONS TO BIDDERS

- 1. NOTICE TO BIDDERS**

Truckee Donner Public Utility District, hereinafter referred to as "DISTRICT," advises that sealed bids subject to the conditions contained herein, will be received at the DISTRICT office until 3:00 p.m. on Tuesday, May 22, 2018 at which time they shall be opened and publicly read for:

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2. BID FORM

Bidders shall use the bid forms bound in these documents as Section 00300 – Bid Forms. Each Bid must contain pages 00300-1 through 00300-5 and page 00350 and an acceptable bid security. The form of Bid Bond provided in Section 00435 may be used, or the bidder may use another form of conventional bid security as described in Article 5 of this Section.

3. MANNER OF SUBMITTING BIDS

Prior to submitting bids, bidders must make sure that:

- (a) The proposal is complete and signed.
- (b) The bid security in the proper amount is attached to the bid package.
- (c) The bid schedule is complete and the totals are correct.
- (d) The Bidder has acknowledged the receipt of any Addenda.
- (d) Familiarized oneself with all applicable laws and regulations.

When submitting a bid, place the complete bid document in a sealed envelope, mark the envelope “Sealed Bid” and either mail or hand deliver the bid to the address shown.”

4. **To Section 00100, include the following paragraph entitled, “Security”:**

“SECURITY

Each Bid shall be accompanied by a certified or cashier’s check payable to the order of the “Truckee Donner Public Utility District,” for a sum not less than 10% of the amount of the bid, or accompanied by a Bid Bond on the form attached or other acceptable form in an amount no less than 10% of the amount of the bid provided by a surety licensed to do business in the State and appearing on Treasury Department Circular 570, as amended, conditioned that the bidder will pay the DISTRICT as liquidated damages the amount specified in the bond unless he enters into a contract in accordance with his Bid and furnishes the insurance certificate, and payment and performance bond herein mentioned, within fifteen (15) days from the date at which he is notified that he is the successful bidder.”

5. **On Page 00100-3, “Instructions to Bidders”, replace paragraphs 6, “Contract” with the following:**

“CONTRACT

The Contract includes the Notice to Bidders, Instructions to Bidders, Proposal and Bidding Documents, Agreement, Performance and Payment Bond, Special Provisions, Summary of Work and Addenda.

The Contract, when executed, shall be deemed to include the entire agreement between the parties thereto, and the CONTRACTOR shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent or employee of the DISTRICT or by any other person.”

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- 6. Include the Attached Section 00435, “Bid Bond” with the bid documents.**
- 7. Replace Section 00500, “Contract”, with the attached Contract.**
- 8. Include the Attached Section 00600, “Performance Bond” with the bid documents.**
- 9. Include the Attached Section 00610, “Payment Bond” with the bid documents.**
- 10. On Page 00800-1, “Special Provisions”, Include the following paragraph entitled “BONDS”:**

“BONDS - Bid Bond, Performance Bond and Payment Bond and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the contract documents.”

SECTION 00435 – BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

as Principal, and _____

as Surety, are hereby held and firmly bound unto _____

_____ as OWNER in the penal sum of

for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2018.

The Condition of the above obligation is such that whereas the Principal has submitted to

a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for

the Paving 2018 Project

NOW, THEREFORE;

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said Contract and for the payment of all persons performing labor and/or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, 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 obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the DISTRICT may accept such BID; 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

Surety

By: _____

***IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION 00500 – CONTRACT

PAVING 2018

This Contract is entered into as of the ____ day of _____, 2018, by and between the Truckee Donner Public Utility District, a California local public agency ("DISTRICT") and _____ ("Contractor"). District and Contractor may be referred to herein individually as "Party" or collectively as "Parties," as the context may require. The Parties hereto agree as follows:

1. DESCRIPTION OF WORK.

A. Contractor agrees, for the consideration and under the terms and conditions hereinafter set forth, to furnish and transport all necessary labor, materials, tools, implements, and appliances required to perform and completely finish in a workmanlike manner to the satisfaction and approval of DISTRICT, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county and DISTRICT ordinances, rules, and regulations, the Project which is described as follows: Demo of existing driveway, prep work and paving of driveway sections located at two (2) District owned facilities, with 4" deep AC, and a minimum 1" wide and 3" deep compacted base backing (shoulder) of paved edges. The Project is further defined in Exhibit "A," attached hereto and incorporated herein by this reference.

B. The Contractor shall obtain and pay for all required building permits and shall pay any other permit fees, plan check fees, and any similar charges required by public agencies, including the DISTRICT, in connection with the Project.

2. EXTRA WORK. If at any time DISTRICT desires to make any changes to Project, it may do so and the same shall in no way affect or make void this Contract, but no such changes shall be made except on DISTRICT's written request. Any such changes that decrease the cost of the Project shall be evaluated on a lump-sum basis and this amount shall be deducted from the Contract Price. Any such changes that increase the cost of the Project shall at the DISTRICT's option be evaluated (1) on a lump-sum basis, the amount thereof to be agreed on in writing before the initiation of such change or (2) on the basis of Contractor's actual out-of-pocket expenses plus ten percent (10%). This extra work shall be held to be completed when the entire Project, as amended by any changes, is finished. No premium rate for overtime, weekend or holiday work is authorized by the DISTRICT.

3. TIME FOR COMMENCEMENT AND COMPLETION; LIQUIDATED DAMAGES. Contractor agrees to commence work within TEN (10) calendar days after receiving notification to do so from the DISTRICT, and agrees to carry out the Project at all times with the greatest possible dispatch and to complete the entire Project under this Contract, as may be amended, no later than October 31, 2018. It is agreed by the Parties that in case all the work called for under this Contract is not finished or completed within the number of days or the date set forth above, 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 and it is therefore agreed that the Contractor will pay to the DISTRICT the sum of Five Hundred Dollars (\$500.00) per day for each and every day's 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 monies due or that may become due to the Contractor under this Contract.

4. CONTRACT PRICE. The DISTRICT shall pay Contractor for such labor and materials the total sum of as follows: The DISTRICT agrees to make progress payments to Contractor on or about the fifteenth (15th) day of each month in an amount equal to ninety-five percent (95%) of the portion of the Contract Price allocable to labor, materials and equipment incorporated into the Project, less the aggregate of previous payments. Requests for payment must be submitted to the DISTRICT by the 25th day of each month for verification and approval by the DISTRICT. Upon completion of the Project, the remaining five percent (5%) of the Contract Price will be paid after the Project is inspected and accepted by the DISTRICT or the DISTRICT's Engineer, a Notice of Completion is recorded, and the property is free of all possible liens and there are no stop payment notices related to the

Contractor's performance.

5. TERMINATION OF CONTRACT/DAMAGES.

A. Should Contractor at any time during the progress of the Project refuse or neglect to supply sufficient materials or workmen to complete the Project for a period of more than seven (7) days after having been notified by DISTRICT to furnish them, or should Contractor at any time during the progress of the work refuse or fail to make prompt payment to subcontractors, laborers or materialmen for labor performed on or materials furnished to the Project for a period of more than seven (7) days after having been notified by DISTRICT to make said payments, DISTRICT may terminate this Contract and contract for completion of the work or complete the work itself and make good any deficiencies and may deduct the costs thereof, including all expenses and attorneys' fees, from the payment then or thereafter due to the Contractor. On completion of said Project by DISTRICT or DISTRICT's agent, if the unpaid balance of the Contract Price exceeds the actual expenses, including attorneys' fees, incurred by DISTRICT in completing the Project, such excess shall be promptly paid by DISTRICT to Contractor. If, however, on completion of the Project by DISTRICT or DISTRICT's agents, the expenses, including attorneys' fees, incurred by DISTRICT in completing the Project exceed the unpaid balance of the Contract Price, such excess shall be promptly paid by Contractor to DISTRICT. Additionally, upon default under this Contract by Contractor, DISTRICT may recover from Contractor all damages allowed by law.

B. Should DISTRICT fail to pay Contractor within seven (7) days after payment becomes due as provided herein any amount payable by DISTRICT to Contractor pursuant to this Contract, Contractor may, following seven (7) days' written notice thereof to DISTRICT, terminate his services under this Contract until all past-due payments have been received by Contractor or are set aside in an escrow; and, additionally, Contractor may recover from DISTRICT all damages allowed by law.

6. DISCHARGE OF LIENS. If at any time during the progress of the work or before the final payment is made, any lien or claim of lien is filed, or notification to withhold money for labor or materials furnished by or through Contractor under this Contract is served on DISTRICT, the DISTRICT shall have the right to withhold from any payment due Contractor, an amount equal to one and one-half (1-1/2) times the amount of any or all such liens, claims or notices. If Contractor has not settled the liens or claims by the date of completion of the Project, DISTRICT shall have the right, but shall not be obliged, to discharge any and all such liens or claims out of the withheld money.

7. INDEMNITY CONTRACT. Contractor shall defend, indemnify and save harmless DISTRICT and its elected and appointed officials, employees, agents of and from any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of Contractor, any subcontractor, or any employees of DISTRICT, Contractor, or any subcontractor, or any other person, and damages to or destruction of property of the DISTRICT or any other person, arising out of or in any manner directly or indirectly connected with the work to be performed under this Contract, however caused, regardless of any negligence of the DISTRICT or its officials, employees or agents, be it active or passive, except the sole negligence or willful misconduct of DISTRICT or its officials, employees or agents. Said defense and indemnification shall include the defense of any actions or other legal proceedings and reimbursement of attorneys' fees and other legal expenses incurred by DISTRICT and shall include any and all penalties imposed upon the DISTRICT on account of the violation of any law or regulation by Contractor.

8. INSURANCE.

A. Before commencement of any work under this Contract, Contractor shall take out and thereafter during the life of this Contract maintain in full force and effect an insurance policy written upon a form and by a company which meets with the approval of DISTRICT, insuring DISTRICT, its elected and appointed officials, employees and agents against loss or liability which may arise during the work on the Project, or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. The minimum limits of such policy shall be in the amount of \$2,000,000 for the death of or injury to any person in any one accident, and \$5,000,000 for the death of or injury to more than one person in any one accident, and \$1,000,000 for property damage in any one accident. Said policy shall be written in favor of Contractor and all subcontractors and endorsed to name DISTRICT, its elected and appointed officials, employees and agents, as additional insureds and shall be maintained in full force and effect until the Project is unconditionally accepted by DISTRICT. This insurance policy shall state by its terms that it shall not be canceled

without thirty (30) days written notice thereto having been given to DISTRICT, that the right of subrogation is waived the and that coverage is provided on a primary and non-contributory basis.

B. Before commencement of any work under this Contract, Contractor shall take out and thereafter during the life of this Contract, maintain in full force and effect compensation insurance covering Contractor's full liability for compensation to any person or persons who are or may be engaged in the execution of the work done under this Contract, and to the dependents of such person or persons in compliance with all Workers' Compensation Insurance and Safety Laws of the State of California and amendments thereto. By signing this Contract below, Contractor, in accordance with California Labor Code Section 1860, makes the following certification:

"I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workmen's 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."

C. Copies of the insurance policies and endorsements thereto shall be filed with and approved by DISTRICT before commencement of the Project. Contractor shall pay any and all deductibles required by these insurance policies.

9. PERFORMANCE AND PAYMENT BOND. Contractor, at its own cost and expense, shall procure prior to commencement of work and maintain during the term of this Contract, performance and payment bonds in a form that is acceptable to DISTRICT, in a sum not less than the full amount of the Contract Price, to guarantee faithful performance of all of Contractor's obligations as set forth herein, and to secure payment to its subcontractors, and all other persons performing labor or providing material, including the rental of equipment, relating to the Project as provided herein.

10. CONTRACTOR'S WAIVER. Contractor agrees to waive the provisions of California Civil Code Section 2819 with respect to Contractor and any surety engaged by Contractor to provide a performance and payment bonds pursuant to this Contract.

11. UNAVOIDABLE DELAYS AND DEFAULTS. Either Party, Contractor or DISTRICT, shall be excused for any delays or defaults by it in the performance of this Contract unavoidably caused by the act of the other, or the agents or subcontractors or suppliers of the other, and the Contractor shall be excused for any delays or defaults caused by Acts of God that Contractor could not have reasonably foreseen and provided for, by stormy weather which prevents the work, by strikes, by walk-outs, by civil disorders, by boycotts, or by failure to obtain the necessary materials due to governmental acts, restrictions or regulations, and the time for completion of the Project shall be extended thereby provided that Contractor makes a written request to the DISTRICT for such extension with fifteen (15) days of the date of the event giving rise to Contractor's inability to timely perform and such request is approved by the DISTRICT.

12. NOTICE OF COMPLETION. DISTRICT shall sign and file for record within five (5) days after the completion of the Project according to the Project description or Plans and Specifications, if any, and after a final inspection by DISTRICT, or its architect, engineer, Building Department, and after approval of the Project as fully completed by the DISTRICT, a Notice of Completion. The recording of said Notice of Completion shall not be a waiver of any rights which the DISTRICT may have against Contractor.

13. EMPLOYMENT - NON-DISCRIMINATION. Contractor shall comply strictly with applicable federal, state, and local requirements relating to the establishment of non-discriminatory practices in hiring and employment.

14. GUARANTEE. Contractor guarantees that all equipment, materials, supplies, and work furnished on the Project will be free from faulty materials and workmanship and guarantees same against defects in products and workmanship. The guarantee for the equipment, materials and supplies shall be the same warranty as that provided by the manufacturer. The warranty for the workmanship shall continue for one (1) year from the date of completion of the work.

15. LAWS AND REGULATIONS. Contractor shall give all notices and comply with all laws, ordinances,

rules and regulations relating to the Project. If Contractor observes that the work required under this Contract is at variance therewith, he shall promptly notify DISTRICT in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If Contractor performs any work contrary to such laws, ordinances, rules and regulations, and without written notice to DISTRICT, it shall bear all costs arising therefrom.

16. PREVAILING WAGES, EMPLOYMENT OF APPRENTICES AND PAY. Contractor and its subcontractors shall comply with provisions of the California Labor Code, several provisions of which are set forth on Exhibit "B", attached hereto and incorporated herein by this reference, related to the payment of prevailing wages, the employment of apprentices and pay.

A. In accordance with California Labor Code Sections 1771 and 1774, Contractor and its subcontractors shall pay all workers no less than the prevailing wage rate and no less than the prevailing rate of per diem wages for holiday and overtime work as established by the California Labor Commissioner. Failure to pay prevailing wages will result in the requirement to pay a penalty to the State of California or DISTRICT in an amount determined by the California Labor Commissioner in accordance with California Labor Code Section 1775.

B. In accordance with California Labor Code Section 1771.1, Contractor is notified that it and its subcontractors shall not be qualified to bid on or be listed in a bid proposal subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5. Contractor shall provide DISTRICT with proof of its current registration to perform public work pursuant to California Labor Code Section 1725.5 prior to commencing any work pursuant to this Contract.

C. In accordance with California Labor Code Section 1771.4, (1) the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations; (2) the Contractor shall post job site notices, as prescribed by regulation of the California Department of Industrial Relations; and (3) the Contractor and each subcontractor shall furnish the records specified in California Labor Code Section 1776 directly to the California Labor Commissioner at least monthly in a format prescribed by the California Labor Commissioner.

D. In accordance with California Labor Code Section 1773.2, DISTRICT has determined the general prevailing rates of wages applicable to the work to be done. These rates are set forth in a schedule located at the DISTRICT office; said schedule is available to any interested Party on request. The Contractor shall post a copy at the jobsite.

E. Contractor and its subcontractors shall keep and file accurate payroll records and comply in all respects with California Labor Code Section 1776.

F. Contractor shall employ apprentices and comply in all respects with California Labor Code Section 1777.5.

G. In accordance with California Labor Code Sections 1810-1815, Contractor and its subcontractors shall pay their employees for all work performed pursuant to this contract for all hours worked in excess of 8 hours per day or 40 hours during any one week at not less than 1 ½ times the basic rate of pay. If the Contractor or its subcontractor fails to compensate its employees as set forth herein and as required by law, then it shall, as a penalty to the State of California or DISTRICT, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week.

17. CUSTOMER RELATIONS. Contractor agrees that its personnel and equipment shall at all times present a neat appearance; all work shall be done, all contacts with customers and all complaints handled with due regard for the DISTRICT's public relations. Contractor agrees that complaints of any nature received from the public or from public authorities shall receive immediate attention. All complaints and any action taken by the Contractor with respect to such complaints shall be reported to DISTRICT.

18. CLEAN-UP. Contractor shall keep the work site reasonably clear during the progress of the work.

Before this Contract shall be considered complete, Contractor shall clean out ditches that may have been filled during the work, replace damaged surfacing, remove surplus materials and trash, dispose of brush, repair all damages, and otherwise leave the Project in a neat, orderly and workmanlike condition. The surface of the land surrounding the job site shall be returned to its natural contour and condition, and exposed and unsightly stumps, boulders or rocks shall be removed. If the Contractor fails to clean-up to the satisfaction of the DISTRICT, DISTRICT may do so and the cost thereof shall be charged to the Contractor.

19. CLAIM BY CONTRACTOR. Any claim brought by a contractor in an amount of \$375,000 or less which arises out of the terms of this Contract shall be filed and thereafter adjudicated pursuant to California Public Contract Code Sections 20104-20104.6, which provide for the filing of a written claim, consideration of the claim by DISTRICT, an opportunity to meet and confer, and the possibility of judicially-ordered mediation and/or arbitration. Contractor is advised that California Public Contract Code Sections 20104-20104.6 contain strict time limits and procedural requirements, and contractor is advised to consult with an attorney in the event that it desires to file a claim with the DISTRICT.

20. WORK INVOLVING TRENCHING OR EXCAVATION. For any work which involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall 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 California 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; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work shall issue a change order according the procedure described above. In the event a dispute arises between DISTRICT and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost of, or performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided by this Contract, but shall proceed with all work to be performed under this Contract. The Contractor shall retain any and all rights provided either by this contract or by law which pertain to resolution of disputes and protests between contracting parties.

21. ATTORNEYS', EXPERTS' AND CONSULTANTS' FEES. In the event of any litigation concerning any controversy, claim or dispute between the Parties hereto, arising out of or relating to this Contractor the breach hereof, or the interpretation hereof, the prevailing Party shall be entitled to recover from the losing Party reasonable expenses, attorneys' fees, experts' fees and consultants' fees, and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein.

22. ASSIGNMENT. Neither Party may assign this Contract, or payments due under the Contract, without the written consent of the other Party.

23. GOVERNING LAW. This Contract shall be construed in accordance with, and governed by, the laws of the State of California.

24. FORUM. Any litigation to enforce or interpret the provisions of this Contractor the Parties' rights and liabilities arising out of this Contractor the performance hereunder shall be maintained only in the courts in the County of Nevada, State of California.

25. SOLE AND ONLY CONTRACT. This Contract, including any exhibits attached hereto, constitutes the sole and only Contract of the Parties hereto relating to the Project and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior Contracts, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

26. DISTRICT POWERS. Nothing herein contained shall be deemed to limit, restrict or modify any right, duty or obligation given, granted, or imposed upon the DISTRICT by the laws of the State of California now in effect, or hereafter adopted, nor to limit or restrict the power or authority of DISTRICT.

27. TIME OF ESSENCE. Time is of the essence in this Contract.

28. SEVERABILITY. In the event that any part or provision of this Contract is found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions of this Contract.

CONTRACTOR:

DISTRICT:

By: _____

By:

California State
Contractor's License No.

EXHIBIT "A"
PROJECT DESCRIPTION

Demo of existing driveway, prep work and paving of driveway sections located at two (2) District owned facilities, with 4" deep AC, and a minimum 1" wide and 3" deep compacted base backing (shoulder) of paved edges.

EXHIBIT "B"
CALIFORNIA LABOR CODE
(As Required by Labor Code Section 1775)

1771. Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the 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 this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

1775. (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. (iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

1776. (a) Each contractor and subcontractor shall keep 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 or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (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 the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the 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.

The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, District, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1 to 5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1 to 5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

SECTION 00600 – PERFORMANCE BOND

_____ (Principal), and _____

_____, a corporation organized under the laws of the State of _____, and authorized to execute bonds and undertakings as sole surety (Surety), are held and firmly bound to the TRUCKEE DONNER PUBLIC UTILITY DISTRICT (DISTRICT), in the sum of _____

_____ (\$ _____), for payment of which sum, well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

PRINCIPAL has entered, or is about to enter, into a certain contract with DISTRICT, entitled _____, (the Contract) for the doing of work generally described as follows:

Demo of existing driveway, prep work and paving of driveway sections located at two (2) District owned facilities, with 4" deep AC, and a minimum 1" wide and 3" deep compacted base backing (shoulder) of paved edges.

as described in the Bid Schedule, Specifications, and related work as described in the Contract.

A true and correct copy of which Contract is presently on file in the office of DISTRICT, in Truckee, California, which Contract is hereby referred to and made a part hereof.

AND WHEREAS, Contractor is required to furnish a bond in connection with said Contract, guaranteeing faithful performance thereof:

NOW THEREFORE, Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to DISTRICT for the performance of the Contract.

NOW, THEREFORE, the above obligation is such that if the Principal fails to perform, stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing Contract and any alteration thereof made as therein provided on his part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, then Surety shall perform the Contract and shall indemnify and save harmless the District, its officers and agents, as therein stipulated. In case suit is brought upon this bond, Surety shall pay reasonable attorney's fees and costs to be fixed by the court.

NOW, THEREFORE, if Principal shall well and truly perform the obligations contracted to be performed under the Contract and during the one year period after acceptance of the project,

and all of those obligations described below, then this obligation shall be void. Otherwise it shall remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provisions of said Contract or in the plans and specifications agreed to between Principal and DISTRICT and no forbearance on the part of DISTRICT shall operate to release Surety from liability on this bond, and consent to make such alterations without further notice to or consent by Surety is hereby given, and Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 2018.

Principal

By _____

Title _____

Address _____

Surety

By _____

Title _____

Address _____

The rate of premium on this bond is _____ per thousand dollars.

Total amount of premium charged is \$ _____.

Bond number: _____

(Attach acknowledgements)

SECTION 00610 – PAYMENT BOND

_____ (Principal), and _____

_____, a corporation organized under the laws of the State of _____, and authorized to execute bonds and undertakings as sole surety (Surety), are held and firmly bound to the TRUCKEE DONNER PUBLIC UTILITY DISTRICT (DISTRICT), in the sum of _____

_____ (\$ _____), for payment of which sum, well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

PRINCIPAL has entered, or is about to enter, into a certain contract with DISTRICT, entitled _____, (the Contract) for the doing of work generally described as follows:

Demo of existing driveway, prep work and paving of driveway sections located at two (2) District owned facilities, with 4" deep AC, and a minimum 1" wide and 3" deep compacted base backing (shoulder) of paved edges.

as described in the Bid Schedule, Specifications, and related work as described in the Contract.

A true and correct copy of which Contract is presently on file in the office of DISTRICT, in Truckee, California, which Contract is hereby referred to and made a part hereof.

NOW THEREFORE, Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to DISTRICT to pay for labor, materials and equipment furnished for use in the performance of the Contract.

NOW, THEREFORE, if Principal, or Principal's subcontractors, fail to pay any of the persons named in Civil Code Section 3181, or fail to pay for any materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or fail to pay for any work or labor thereon of any kind, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or fail to pay any amounts required to be deducted, withheld, and paid over to the Employment Development Department from wages of employees of the CONTRACTOR and subcontractors, pursuant to the Unemployment Insurance Code, and also, in case suit is brought upon this bond, fail to pay a reasonable attorney's fees and costs to be fixed by the Court, Surety will pay for the same in an amount not exceeding the sum specified in this bond, subject to the waiver of Civil Code Section 2819 below.

NOW, THEREFORE, if Principal shall well and truly perform the obligations contracted to be performed under the Contract and during the one year period after acceptance of the project,

and all of those obligations described below, then this obligation shall be void. Otherwise it shall remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provisions of said Contract or in the plans and specifications agreed to between Principal and DISTRICT and no forbearance on the part of DISTRICT shall operate to release Surety from liability on this bond, and consent to make such alterations without further notice to or consent by Surety is hereby given, and Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

This bond is given to comply with the requirements of the mechanic's lien/stop notice-public works laws, contained in the Civil Code and the provisions of Section 3247 et seq. of the Civil code of the State of California, and all laws amendatory thereof.

Dated this _____ day of _____, 2018.

Principal

By _____

Title _____

Address _____

Surety

By _____

Title _____

Address _____

The rate of premium on this bond is _____ per thousand dollars.

Total amount of premium charged is \$ _____.

Bond number: _____

(Attach acknowledgements)