



# **2025 Water Tank Cleaning & Inspection Project**

## **SPECIFICATIONS AND CONTRACT DOCUMENTS**

**BID OPENING – 1:30 PM, Thursday, November 7, 2024**

**Contact person: Earl Smith, (530) 582-3955**

Truckee Donner Public Utility District  
11570 Donner Pass Road  
Truckee, California 96161  
(530) 587-3896

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## SECTION 00030 - NOTICE TO BIDDERS

Notice is hereby given that the Board of Directors of Truckee Donner Public Utility District, Nevada County, California, herein referred to as the "DISTRICT," will receive sealed bids at the District office, 11570 Donner Pass Road, Truckee, California 96161 until 1:30 p.m. on Thursday, November 7, 2024 at which time they shall be opened and publicly read for:

### 2025 Water Tank Cleaning and Inspection Project

The WORK of this Contract comprises of the Cleaning and Inspection of 5 on grade welded steel potable water tanks ranging in size from 200,000 gallons to 450,000 gallons with heights up to 32 feet. Work is to be started in September of 2025 and must be completed by October 31, 2025. The Tanks must remain in service during the cleaning, inspection, and repair. Divers shall be certified in altitude diving. Tank base elevations range from 6,000 ft. to 7,500 ft. The inspection staff shall be well versed in nondestructive testing methods. The inspection staff shall be professionals and have considerable capabilities for climbing structural steel and maintaining quality control.

In accordance with the provisions of Section 1770, 1772 and 1773.2 of the Labor Code, the 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 job site.

In accordance with the provisions of SB 854, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each bid must conform to the requirements of the Contract Documents, all of which may be examined at the offices of the DISTRICT: 11570 Donner Pass Road, Truckee California, 96161. Copies of the Contract Documents may be obtained at no charge upon presentation of a written request to the DISTRICT.

The DISTRICT specifically reserves the right to reject any and all bids, waive any irregularities or informalities in the bidding, be the sole judge of the suitability of the items offered, and to accept any bid that it determines to be in its best interest.

Truckee Donner Public Utility District

## 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 1:30 p.m. on Thursday, November 7, 2024, at which time they shall be opened and publicly read for construction of:

### **2025 Water Tank Cleaning and Inspection Project**

### 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.

### 3. MANNER OF SUBMITTING BIDS

Prior to submitting bids, bidders must make sure that:

- (a) The bid is complete and signed.
- (b) The bid schedule is complete, and the totals are correct.
- (c) Submittals are attached to the bid package.
- (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. SUBMITTALS

The following items shall be submitted with Bid Package:

- 1. Contractor Experience:
  - a. Minimum of three years of experience, including at least three references of successful completion of "in-service" inspection and cleaning of potable water storage tanks.
- 2. Diver Experience:
  - a. List of names, license and certifications of divers to be assigned to the project.

### 5. EXAMINATION OF CONDITIONS

Bidders shall satisfy themselves as to the conditions by personal examination of the plans, specifications, and site of the proposed improvements and by other examinations and investigations that they may wish to make as to the nature of the work and the difficulties encountered. Bidders may contact the DISTRICT in order to arrange site inspection or may inspect the site without DISTRICT assistance.

Submitting of a bid shall constitute affirmation by the bidder that he or she has complied with the following:

(a) Carefully examined the Contract Documents.

(b) Included in the bid sum amounts sufficient to cover all items required by the contract documents and any applicable permits.

The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other documents shall in no way relieve any bidder from any obligation with respect to their bid or the contract.

6. DISTRICT'S RIGHT TO REJECT BIDS

The DISTRICT reserves the unqualified right in its sole and absolute discretion to reject any and all Bids, and to accept the Bid or Bids which, in its sole and absolute judgment, will, under all circumstances, best serve the interests of the DISTRICT.

7. CONTRACT

The Contract includes the Notice to Bidders, Instructions to Bidders, Bid Schedule and Bidding Documents, Agreement, Special Provisions, Technical Specifications, Change Orders, Field Orders, 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.

8. AWARD OF CONTRACT

A contract will not be awarded until the DISTRICT is satisfied that the successful bidder is reasonably familiar with the class of work and has the necessary capital, tools, and experience to satisfactorily perform same. Completion of the WORK within the time stated is essential, and prior commitments of the bidder, failure to complete other work on time or reasonable doubt as to whether the bidder would complete the WORK on time, may be cause for rejection of any bid.

9. BIDDER QUALIFICATIONS

Bids will be received from qualified bidders only. By submitting a bid, bidder warrants that he or she has:

(a) Adequate financial resources to accomplish work required.

(b) Adequate equipment to accomplish work required.

(c) Personnel with sufficient experience to accomplish work required.

(d) Sufficient experience in the type of work proposed.

(e) Not violated public works laws as set forth in Labor Code Section 1777.7 related to apprentice/journeyman ratio.

(f) No pending claims regarding performance, failure to deliver, labor violations, etc.

(g) Ability to provide proof of Workers' Compensation, public liability, and property damage insurance.

10. BID MODIFICATIONS

Bids may be modified up until the time of bid opening. Modifications must be in writing. No electronic or telephone modifications will be allowed.

11. BID WITHDRAWAL

Bids may be withdrawn any time prior to the time set for bid opening. Once bids are opened, they may not be withdrawn until expiration of the bid. All bids shall be deemed a firm offer for not less than thirty (30) days after the date of the bid opening.

12. POSTPONEMENT OF OPENING

The DISTRICT reserves the right to postpone the time and date of bid opening as the DISTRICT deems necessary. Such postponement will be conveyed to all bidders by written or facsimile notice which will state the new opening time and date.

13. INTERPRETATION OR CORRECTION OF CONTRACT

The bidder shall promptly notify the DISTRICT of any ambiguity, inconsistency, or error which he or she may discover in the contract, or, if applicable, the site or local conditions.

If the bidder requires clarification or interpretation of the contract, he or she shall make a written request to reach the DISTRICT at least three (3) days prior to the scheduled bid opening.

Any interpretations, corrections, or changes to the contract prior to the bid opening shall be made by addenda issued to all bidders. Each bidder shall acknowledge receipt of each addendum on Page 00300-1 of the Bid Forms.

Interpretations, corrections, or changes of the contract prior to bid opening made in any other manner than as described above will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

14. ENVIRONMENTAL PROVISIONS

It shall be the duty of the CONTRACTOR to familiarize himself with, and to comply with applicable environmental laws in this project.

15. RELEVANT PUBLIC WORKS REQUIREMENTS

It shall be the duty of the CONTRACTOR to familiarize himself with, and to comply with applicable public works requirements. The public works requirements include:

(a) The appropriate number of apprentices are on the job site, as set forth in Labor Code Section 1777.5.

(b) Workers Compensation coverage, as set forth in Labor Code Section 1860 and 1861.

(c) Maintaining accurate records of the work performed on the public works project as set forth in Labor Code Section 1812.

(d) Inspection of payroll records pursuant to Labor Code Section 1776.

(e) Registration in Department of Industrial Relations Public Works Contractors Registration Program pursuant to SB 854 (Stat. 2014, chapter 28).

16. SOURCE OF FUNDS AND LIMITATION OF DAMAGES

The CONTRACTOR is hereby informed that funds for this project are limited and are public funds. The District's decision to proceed with this project and to award a contract to the CONTRACTOR is dependent upon the CONTRACTOR's agreement to limit all claims for payments by the District to the unit prices or lump sum bids proposed herein. Further, in the event the CONTRACTOR is awarded the contract for the WORK stated herein and a dispute arises between the CONTRACTOR and the DISTRICT regarding unreasonable delays, claims for extra compensation, or any of the provisions of the contract, the CONTRACTOR agrees to limit the total of all claims against the DISTRICT for this project, including any damages, to the total funds appropriated by the DISTRICT for this project.

17. METHOD OF AWARD OF CONTRACT

Bidders must bid all of the items on the bid schedule. The DISTRICT intends to award one contract for construction described in the bid schedule. Awards, if any, will be made at the DISTRICT's discretion to the lowest responsible bidder. At the DISTRICT's discretion, the total bid amount may be calculated by substituting the alternate bid items at the bottom of the bid schedule with the corresponding items in the main body of the bid schedule.

In the event that the product of a unit and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern, and the correct total shall be deemed to be the amount bid.

18. IDENTIFICATION OF SUBCONTRACTORS

In accordance with Section 4104 of the California Public Contract Code, each bidder, in his or her bid, shall set forth: (1) the name and location of the place of business of each subcontractor who will perform work or labor, or render services to the CONTRACTOR in or about the construction of the WORK, or improvement, in an amount in excess of one-half of 1 percent of the CONTRACTOR's total bid; and (2) the portion of the WORK which will be done by each such subcontractor. In accordance with Section 4107 of the California Public Contract Code, no contractor whose bid is accepted shall without consent of the District either: (1) substitute any person as a subcontractor in place of the subcontractor designated in the original bid; or (2) permit any such subcontract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid; or (3) sublet or subcontract any portion of the WORK in excess of one-half of 1 percent of the CONTRACTOR's total bid as to which his or her original bid did not designate a subcontractor. Penalties for failure to comply with the foregoing sections of the California Public Contract Code are set forth in Sections 4106, 4110, and 4111 of the Public Contract Code.

19. TIME OF COMPLETION

Pursuant to the provisions of Article 5 of the Agreement, the WORK must be achieved by October 31, 2025. It is anticipated that the Board of Directors will award the bid at its December 4th, 2024 meeting.

20. INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted to the DISTRICT in writing. Questions may be sent via email to [earlsmith@tdpud.org](mailto:earlsmith@tdpud.org). Interpretations or clarifications considered necessary by the DISTRICT in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the DISTRICT as having received the Bidding Documents. Questions received less than 5 days prior to the date for opening of Bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- END OF SECTION –



**SECTION 00300 – BID FORMS**

2025 Water Tank Cleaning and Inspection Project

TO: TRUCKEE DONNER PUBLIC UTILITY DISTRICT  
11570 Donner Pass Road  
Truckee, California, 96161

In compliance with your Notice to Bidders, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid be accepted within 30 calendar days from the date of the opening, to furnish the labor and equipment upon which prices are quoted, at the price set opposite each item.

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

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of person authorized to sign this bid)

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

Contractor's License Expiration Date: \_\_\_\_\_

Contractor's License number and expiration date stated herein are made under penalty of perjury.

Seal, if bid by corporation

I acknowledge receipt of the following addenda:

- |        |       |        |       |       |
|--------|-------|--------|-------|-------|
| No. 1: | _____ | signed | _____ | dated |
| No. 2: | _____ | signed | _____ | dated |
| No. 3: | _____ | signed | _____ | dated |
| No. 4: | _____ | signed | _____ | dated |

**2025 Water Tank Cleaning and Inspection Project**

**BID SCHEDULE**

UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

**SCHEDULE OF PRICES**

All applicable sales taxes, State and /or Federal, and any other special taxes, patent rights, or royalties shall be included in the prices quoted in this bid.

**Prices for all items in Bid Schedule must be filled in.**

**BID SCHEDULE A: Tank Cleaning and Inspection**

<b>Site/Tank</b>	<b>Construction Material/Year</b>	<b>Capacity Gallons</b>	<b>Dimensions (Height x Diameter)</b>	<b>Address</b>
Innsbruck Tank	1972 / Steel	200,000	24' x 39'	11069 Innsbruck Avenue, Truckee, CA 96161
Herringbone Tank	1973 / Steel	300,000	32' x 40'	13892 Herringbone Way, Truckee, CA 96161
Gateway tank	1995 / Steel	450,000	24' x 56'	11280 Valley Road, Truckee, Ca 96161
Somerset #1	1991 / Steel	280,000	'24' x 45'	5992 Tewksbury, Truckee CA 96161
Somerset #2	1989 / Steel	210,000	24' x 38'	16322 Ski Slope Way, Truckee, CA 96161

**Lump Sum Total Bid      \$ \_\_\_\_\_**

By signing the Bid on Page 00300-1, Bidder warrants the following:

**NONCOLLUSION DECLARATION TO BE EXECUTED**

BY  
BIDDER AND SUBMITTED WITH BID

The undersigned declares: I am the \_\_\_\_\_ of \_\_\_\_\_,  
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

NAME AND ADDRESS OF SUBCONTRACTORS

Following is the name and location of the office of each subcontractor who will perform work or labor or render services to the above-signed bidder, and the type of work performed.

NAME AND ADDRESS OF SUBCONTRACTOR

TYPE OF SERVICES

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**PERSONNEL EXPERIENCE**

Please complete and include this page with your bid submittal.

On this page, the CONTRACTOR shall list a detailed experience description of the supervisor and support personnel who will be working this job. List only personnel who will actually be on-site during the cleaning and inspection.

**Personnel**

- Foreman and years' experience \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- Names and years' experience of support personnel  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Similar and recently completed projects**

- List four contacts (names and telephone numbers)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SECTION 00350 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Bidder certifies to the best of its knowledge and belief that it, and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any State or local government entity;
- (3) Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (4) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) or (2) of this certification; and
- (5) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award.

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

- END OF SECTION -

## CONTRACT

This Contract is entered into as of the \_\_\_ day of \_\_\_\_\_, 2025, 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:\_\_\_\_\_ 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 \_\_\_\_\_ (\_\_) 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 [insert date or number of days from the date of the Notice to Proceed]. 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 for labor, materials and equipment incorporated into the Project. Requests for payment must be submitted to the DISTRICT by the 25th day of each month for verification and approval by the DISTRICT.

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 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. RESERVED.

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. RESERVED.

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: \_\_\_\_\_

\_\_\_\_\_

Brian Wright  
General Manager

California State  
Contractor's License No.

EXHIBIT "A"  
PROJECT DESCRIPTION

This project is for the Cleaning and Inspection of 5 on grade welded steel potable water tanks ranging in size from 200,000 gallons to 450,000 gallons with heights up to 32 feet. Work is to be started in September of 2025 and must be completed by October 31, 2025. The Tanks must remain in service during the cleaning, inspection and repair. Divers shall be certified in altitude diving. Tank base elevations range from 6,000 ft. to 7,500 ft. The inspection staff shall be well versed in nondestructive testing methods. The inspection staff shall be professionals and have considerable capabilities for climbing structural steel and maintaining quality control.

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 00800 – SPECIAL PROVISIONS

### 1. DEFINITIONS AND TERMS

These definitions are supplemental to those defined elsewhere in these documents. Whenever in these documents the following terms are used, the intent and meaning shall be interpreted as follows:

- 1.1 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the contract documents, drawings and specifications, by additions, deletions, clarifications or corrections.
- 1.2 AGREEMENT - The written contract between the DISTRICT and the CONTRACTOR covering the WORK to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- 1.3 BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 1.4 BIDDER - Any person, firm or corporation submitting a bid for the work.
- 1.5 CALENDAR DAY - Any day shown on the calendar.
- 1.6 CHANGE ORDER - A document signed by the CONTRACTOR and the DISTRICT authorizing an addition, deletion or revision in the WORK and, if warranted, an adjustment in the Contract Price or the Contract Time, or terms and conditions of the Contract Documents, issued on or after the Effective Date of the Agreement.
- 1.7 CONTRACT DOCUMENTS - All items of the contract as defined in the Agreement.
- 1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the Contract Document.
- 1.9 CONTRACT TIME - The number of calendar days stated in the contract documents for the completion of the WORK
- 1.10 DISTRICT – The Truckee Donner Public Utility District, along with its authorized agents and representatives, including but not limited to managers, inspectors, engineers and consultants.
- 1.11 DRAWINGS - The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the DISTRICT.
- 1.12 FIELD ORDER - A written order effecting a change in the work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the DISTRICT to the CONTRACTOR during construction.
- 1.13 INSPECTOR - An authorized representative of the DISTRICT assigned to make any or all inspections of the work performed and materials furnished by the CONTRACTOR.

- 1.14 LABORATORY - A laboratory qualified to perform tests specified herein or other special laboratory designated by the DISTRICT or selected by the CONTRACTOR and approved by the DISTRICT.
- 1.15 NOTICE OF AWARD - The written notice of the acceptance of the bid from the DISTRICT to the successful bidder.
- 1.16 NOTICE TO PROCEED - The written notice given by the DISTRICT to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform the CONTRACTOR's obligations under the Contract Documents.
- 1.17 OTHER AGENCIES - Any legal entity of the State of California, or any utility district or company (county, electric company, telephone company, water district, sewer district, etc.) that has any interest or control in construction or construction inspection, or are performing other work within or adjacent to the project area.
- 1.18 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
- 1.19 SPECIFICATIONS - A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment construction systems, standards and workmanship; also referred to as the Technical Specifications.
- 1.21 STANDARD SPECIFICATIONS - Whenever reference is made to the "Standard Specifications" such reference shall be made to those certain specifications entitled "State of California, Department of Transportation, Standard Specifications," latest edition, certain portions of which are made a part hereof by specific reference thereto.

Whenever the following underlined terms are used in the Standard Specifications, or in any documents or instruments governed by the Standard Specifications, they shall be defined as follows:

State: The DISTRICT.

Public Works Building: Office of the DISTRICT.

Department of Public Works: The DISTRICT.

Director of Public Works: The DISTRICT.

State Highway Engineer: The DISTRICT.

Engineer: The Engineer retained by the DISTRICT or authorized representative of the DISTRICT, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Laboratory: The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the DISTRICT to test materials and work involved in the contract.

Reference is made to Section 1 of the Standard Specifications for other pertinent definitions.

1.22 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other subcontractor for the performance of a part of the work at the site.

1.23 STANDARD PLANS - Whenever reference is made to the "Standard Plans" such reference shall be made to those certain plans entitled "State of California, Department of Transportation, Standard Plans," latest edition, certain portions of which are made a part hereof by specific reference thereto.

1.24 SUBSTANTIAL COMPLETION - That date as certified by the DISTRICT when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, so that the project or specified part can be utilized for the purposes for which it is intended.

1.25 SUPPLIER - Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

1.26 WORK - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. WORK includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents

1.27 WORKING DAY - Any calendar day, except as noted below on which weather or ground conditions do not prevent utilization of at least fifty percent of the usual daily man hours during regular working hours. Saturdays, Sundays and holidays shall be considered as working days only when the CONTRACTOR performs work other than is necessary for the protection of the work and traffic.

1.28 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted as described in Article 14 of the Agreement to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

## 2. INVESTIGATION OF SITE AND CONDITIONS

The CONTRACTOR's attention is directed to the possible existence of pole lines, power lines, pipe lines, buildings, structures, and other public or private improvements which may be within the limits of the work or adjacent thereto, which may or may not be shown on the plans.

It shall be the responsibility of the CONTRACTOR to ascertain the exact location of all utility lines, surface or sub-surface installations or facilities, and no additional compensation will be paid because of any such installation or facilities encountered along the line of work, or for any delays caused by the location or replacement thereof. It shall be the responsibility of the CONTRACTOR to maintain all lines and utilities, and any other surface or sub-surface structure or installation of any nature that may be affected by the work. The CONTRACTOR is responsible for the protection of any loss of such utilities, facilities, or installations, and for any damage to any of the same, all of which such damage shall be repaired or replaced at the cost of the CONTRACTOR, and to the satisfaction of the owner of such facility or installation.

The CONTRACTOR shall be compensated for the costs of locating, repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities located on the project site that are not the subject of the Contract, which are not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. The CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the DISTRICT or the owner of the utility to provide for removal or relocation of such utility facilities. If the CONTRACTOR, while performing the Contract, discovers utility facilities not identified by the DISTRICT in the Contract plans and specifications, he or she shall immediately notify the DISTRICT and utility in writing. Where the DISTRICT is the owner of the facility, it shall have the sole discretion to perform repairs or relocation work or permit the CONTRACTOR to do such repairs or relocation as Extra Work.

### 3. SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the DISTRICT such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the contract documents for the work to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the work, including dates at which he will start the various parts of the work, and estimated date of completion of each part. The construction schedule shall indicate the time of starting and completion of each major structure or phase of the project and such intermediate phases as will serve for well-defined control points. It shall also indicate the anticipated date of receipt of major items of equipment, and all items of equipment receipt and installation of which is critical to the scheduled progress of the project.

The construction schedule, when approved, shall not be changed without written consent of the DISTRICT. The CONTRACTOR shall assume the full responsibility for performing the work in an orderly manner under the provisions of the contract.

If, in the opinion of the DISTRICT, the CONTRACTOR has fallen behind the approved progress schedule, the CONTRACTOR shall take such steps as may be required by the DISTRICT, including but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of work, and/or amount of construction equipment until such time as the work is back on schedule. He shall

also submit for approval no later than the time of submittal of the next request for partial payment, such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the approved rate of progress will be regained, all without additional cost to the DISTRICT.

- 3.3 Prior to the first partial payment estimate the CONTRACTOR shall submit a breakdown of the lump sum prices shown on the Bid Schedule, providing sufficient detail to allow the DISTRICT to accurately measure quantities of work completed and estimate the amount of any progress payment.

#### 4. MATERIALS, SERVICES AND FACILITIES

- 4.1 It is understood that, except as otherwise specifically stated in the contract documents, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- 4.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- 4.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 4.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the DISTRICT.
- 4.5 Materials, supplies or equipment to be incorporated into the work shall not be purchased by the CONTRACTOR or the subcontractor subject to a chattel mortgage or under a conditioned sale contract or other agreement by which an interest is retained by the seller.

#### 5. SUBSTITUTIONS

Whenever a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function may be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the DISTRICT, such material, article, or piece of equipment is of equal substances and function to that specified, the DISTRICT may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The CONTRACTOR warrants that if substitutes are approved no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the contract price or contract time.



6. PATENTS

The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the DISTRICT harmless from loss on account thereof, except that the DISTRICT shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified.

However, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the DISTRICT.

7. MEASUREMENT AND PAYMENT

Payment will be made for work performed based on the unit price schedule on the Bid Form as determined by the District. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in complying with all of the requirements of the Contract Documents shall be considered as included in the unit prices on the Bid Form, and no additional compensation will be allowed therefor.

8. INSPECTION AND TESTING

When requested by the DISTRICT, the CONTRACTOR shall furnish a complete written statement of the origin, composition and manufacture of any or all materials that are to be used in the work.

All materials may be inspected, sampled and tested by the DISTRICT. The CONTRACTOR shall give sufficient advance notice of placing of order to permit tests to be completed before the materials are incorporated in the work and he shall afford such facilities as the DISTRICT may require for collecting and making inspections. All samples shall be furnished by the CONTRACTOR without cost to the DISTRICT. The DISTRICT may waive sampling and testing if adequate information, properly certified, is available to indicate that materials comply with terms of the specifications.

The CONTRACTOR shall furnish the DISTRICT with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the Contract. If the DISTRICT requests it, the CONTRACTOR at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore said portions of the work to the standards required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed, will be paid for as provided under Section 4 of this Agreement, but should the work so exposed or examined prove unacceptable the uncovering shall be at the CONTRACTOR's expense. Inspection or supervision by the DISTRICT shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the CONTRACTOR's foremen and superintendent.

The inspection of the work shall not relieve the CONTRACTOR of any of his obligation to fulfill his Contract as herein provided, and unsuitable materials may be rejected notwithstanding that such work and materials may have been previously overlooked and accepted or estimated for payment.

On all questions concerning the acceptability of materials, classifications of materials, execution of the work, and the determination of costs, the decision of the DISTRICT shall be final and binding upon all parties.

The CONTRACTOR shall at all times maintain proper facilities and provide safe access to all parts of the work, to the shops wherein the work is in preparation and to all warehouses and storage yards wherein equipment and materials are stored for purposes of inspection by the DISTRICT.

Inspectors employed by the DISTRICT shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work, and to the preparation, fabrication, or manufacture of the materials to be used. The inspector is not authorized to alter or waive the provisions of the Contract Documents.

An inspector is placed on the work to keep the DISTRICT informed as to the progress of the work and the manner in which it is being done; also to call the CONTRACTOR's attention to any non-conformance with the Contract Documents. The Inspector will not be authorized to approve or accept any portion of the work, to issue instructions contrary to the Contract Documents, or to act as foreman for the CONTRACTOR. The Inspector will have authority to reject defective material and to suspend any work that is being improperly performed, subject to the final decision of the DISTRICT.

The Inspector will exercise such additional authority only as may from time to time be delegated to him by the DISTRICT.

9. LIMITS OF CONTRACTOR'S OPERATIONS

The CONTRACTOR will confine his operations within the limitations of construction easements or limits as shown on the drawings. If the CONTRACTOR's operations result in damage to any privately owned facility outside the limitations of the construction easement, the CONTRACTOR shall, at his expense, repair such damage or indemnify the DISTRICT of the damaged property.

If the CONTRACTOR negotiates with property owners for use of land for construction operations outside the limits of the construction easements, he shall do so at his own risk and DISTRICT will assume no liability for such use of private property. All agreements between the CONTRACTOR and private property owners shall be in writing and the DISTRICT will be furnished copies of such agreements.

Hauling vehicles transporting materials to and from the project either empty or loaded shall meet all the requirements and comply with all laws and regulations as would be required when traveling on a public street or highway for any other purpose.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

10. COORDINATION AND INTERPRETATION OF PLANS AND SPECIFICATIONS

The Plans and Specifications, Contract Change Orders, and all supplementary documents are essential parts of the Contract Documents, and a requirement occurring

in one is as binding as though occurring in all. They are intended to be coordinated and to describe and provide for a complete work.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these Contract Documents, the CONTRACTOR shall request of the DISTRICT such further explanations as may be necessary and shall conform to such explanations as part of the Contract. In the event of any doubt or question arising regarding the true meaning of these Contract Documents, reference shall be made to the DISTRICT, whose decision thereon shall be final. In the event of any discrepancy, between any drawings and the details written thereon, the details shall be taken as correct.

In the event of a conflict between the Agreement and any of the other Contract Documents, the Document highest in precedence shall control and supersede the Document which is contrary to it. The order of precedence of the Contract Documents is as follows:

First: Supplemental Agreements, the last in time being the first in precedence.

Second: The Agreement.

Third: Special Provisions.

Fourth: Technical Specifications.

Fifth: Project Plans.

Sixth: CONTRACTOR Bid.

Seventh: Notice to Contractors.

Eighth: Instruction to Bidders.

11. SUSPENSION OF WORK

The DISTRICT shall have the authority to suspend the work wholly or in part, for such period as it may deem necessary, due to unsuitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the CONTRACTOR to carry out orders given, or to perform any provisions of the Contract. The CONTRACTOR shall immediately comply with the written order of the DISTRICT to suspend the work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the DISTRICT.

In case of suspension of work from any cause whatever, the CONTRACTOR shall be responsible for all materials and shall properly store them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

12. CONTRACTOR'S WORKING HOURS

Once work commences it will be on a continual basis 8 hours per day. The DISTRICT shall not be responsible for payment for any overtime worked by the CONTRACTOR's

employees or subcontractors over and above the Contract Price, except as approved in advance by the DISTRICT. The allowable working hours given herein shall not exempt the CONTRACTOR from all applicable state and federal laws regarding time worked and overtime.

13. DISTRICT'S WORKING HOURS

The standard work day of the DISTRICT is the period from 8:00 AM to 4:00 PM. The standard work week begins on Monday and ends on Friday, excepting legal holidays. The DISTRICT's legal holidays are defined as the following: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve and Christmas Day.

The CONTRACTOR shall schedule all inspection, testing and other activities requiring DISTRICT participation during the DISTRICT's standard working hours. If the CONTRACTOR desires to have inspection, testing or other activities requiring DISTRICT participation occur outside of those times, the CONTRACTOR shall reimburse the DISTRICT for the labor costs incurred by the DISTRICT.

14. LIMITATION OF DISTRICT'S RESPONSIBILITIES

The DISTRICT will not supervise, direct, control or have authority over or be responsible for the CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the WORK. The DISTRICT will not be responsible for CONTRACTOR's failure to perform or furnish the WORK in accordance with the Contract Documents.

The DISTRICT will not be responsible for the acts or omissions of the CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any portion of the WORK.

15. CONSTRUCTION SAFETY

15.1 The CONTRACTOR shall follow construction procedures necessary to provide a safe working condition through all phases of the project. Said procedures shall conform to the Safety Orders, Division of Industrial Safety, Title 8, California Administrative Code and all other provisions required by Federal, State, County and Town law or ordinance. The CONTRACTOR shall also conform to all applicable requirements of the Federal Occupational Safety and Health Administration.

15.2 The CONTRACTOR is solely responsible for outlining the safety procedures to be followed by its workmen, all subcontractors, and related trades working on its job, and effectively assuring compliance with such procedures. The CONTRACTOR shall always provide for the safety of the public both day and night where they are exposed to its construction operation.

15.3 The DISTRICT, along with its representatives and agents, are not responsible for reviewing or approving the safety procedures followed by the CONTRACTOR.

16. PERMITS

The CONTRACTOR shall obtain any and all permits required for the execution of the WORK in accordance with the Contract Documents. Copies of these permits shall be furnished to the DISTRICT.

- END OF SECTION -

## SECTION 01010 – SUMMARY OF WORK

### 1. SCOPE OF WORK

This project is for the Cleaning and Inspection of 5 on grade welded steel potable water tanks ranging in size from 200,000 gallons to 450,000 gallons with heights up to 32 feet. Work is to be started in September of 2025 and must be completed by October 31, 2025. The Tanks must remain in service during the cleaning, inspection, and repair. Divers shall be certified in altitude diving. Tank base elevations range from 6,000 ft. to 7,500 ft. The inspection staff shall be well versed in nondestructive testing methods. The inspection staff shall be professionals and have considerable capabilities for climbing structural steel and maintaining quality control.

#### **Inspection of Tanks**

The inspector's duties shall consist of but not necessarily be limited to the following task:

- a) Inspection and testing of the tank structure to ensure the integrity of the steel plates, welds, handrails, ladders, manhole, roof hatch, vents, columns, connections, and all other structural components of the tank.
- b) Inspection and evaluation of the tank's foundation.
- c) Inspection and evaluation of the tank's ladders, hatches, safety railings and other tank accessories and appurtenances
- e) Inspection of the interior coating of the tank in accordance with AWWA Standards.
- f) Determination of dry film thickness of interior epoxy coating.

#### **Reporting of Results**

The firm shall provide the District with a report of the inspection results of each tank, one hard copy and one electronic copy. The following information shall be included:

- a) The findings of the inspection and testing of the structure and coating.
- b) Recommendation of repairs.
- c) Engineer's estimate to perform repairs.
- d) Color video of inspection and cleaning.

#### **Cleaning of Tanks**

The Tanks must remain in service during the cleaning, inspection. Divers shall be certified in altitude diving. The cleaning staff shall be well versed in nondestructive testing methods. The cleaning staff shall be professionals and have considerable capabilities for climbing

structural steel and maintaining quality control.

a) Sediment is assumed to be 2” deep and most likely to be compacted, with some coating pieces.

b) Water is to be de-chlorinated and disposed of on-site; sediment needs to be contained with filter bags provided by the contractor and will be disposed of by the District.

c) All personnel and equipment will be disinfected with a chlorine solution of not less than 200ppm. This solution is to be applied to all divers and equipment as they enter the tank.

d) Tanks are to be cleaned by vacuuming process.

**Tanks Scheduled to be Cleaned and Inspected in 2025:**

Site/Tank	Construction Material/Year	Capacity Gallons	Dimensions (Height x Diameter)	Address
Innsbruck Tank	1972 / Steel	200,000	24' x 39'	11069 Innsbruck Avenue, Truckee, CA 96161
Herringbone Tank	1973 / Steel	300,000	32' x 40'	13892 Herringbone Way, Truckee, CA 96161
Gateway tank	1995 / Steel	450,000	24' x 56'	11280 Valley Road, Truckee, Ca 96161
Somerset #1	1991 / Steel	280,000	'24' x 45'	5992 Tewksbury, Truckee CA 96161
Somerset #2	1989 / Steel	210,000	24' x 38'	16322 Ski Slope Way, Truckee, CA 96161

**2. PERMITS AND CODE REQUIREMENTS**

All State of California, Lahontan Regional Water Quality Control Board and Nevada County permits are the responsibility of the DISTRICT. All other permits, not mentioned above are the CONTRACTORS responsibility. Full compensation for all costs involving permits that the CONTRACTOR is responsible for, including obtaining the permits and paying all fees and charges associated therewith, shall be included in the amount paid for the various items of work noted on the bid schedule and no separate payment will be made.

**3. CONTRACTOR'S QUALIFICATIONS AND COOPERATION**

The Contractor shall have a current State of California Contractor license. CONTRACTOR shall comply with all regulations of the State of California, Lahontan Regional Water Quality Control Board and Nevada County regarding the pumping of wells, the keeping and recording of records thereof, and the protection of property, sensitive habitat and water sources from contamination. He shall have all of the additional experience specified herein.

- a) Working knowledge of AWWA Standards D100, D101-53 and D102
- b) Minimum 3 year experience with "in-service" dive inspection and cleaning of welded steel and bolted steel potable water storage tanks

The CONTRACTOR shall cooperate and work in harmony with TDPUD, District consultant, pertinent permitting agencies, private landowners, and other entities in the vicinity of any of the work sites areas.

4. PROTECTION OF PROPERTY

During all operations, the CONTRACTOR shall use care to protect property and sensitive habitat at each of the sites. The CONTRACTOR shall secure all equipment, material and rubbish at all. Rubbish will be removed from the site daily. At completion of the contract, all pump equipment and supporting equipment and other items shall be removed from the sites.

5. COMMENCEMENT OF WORK, TIME OF COMPLETION AND SITE ACCESS

The CONTRACTOR shall begin work within 14 calendar days after receiving the Notice to Proceed. The work shall be diligently pursued contractor shall have completed the described tasks within 30 days from mobilization.

Mobilization shall include transportation of personnel, equipment, and operating supplies to and from the sites, providing portable sanitary facilities, discharge lines, erosion control structures, and other necessary facilities at the site, and other preparatory work at the site for work as required by these Specifications.

6. PERSONNEL AND EQUIPMENT

The CONTRACTOR shall employ only competent workmen for the execution of this work and all such work shall be performed under the direct supervision of an experienced/licensed contractor. The name of the people who will be working on the project and his experience in performing the required tasks shall be submitted with the CONTRACTOR 'S bid on the form provided.

All equipment to be used for the performance of this contract shall comply with all State and local safety regulations.

7. CLEAN UP

Following completion of installation, the site shall be cleaned, with all excess debris removed. The CONTRACTOR shall remove from the vicinity of the completed work all rubbish, unused material, etc. belonging to him or used under his direction during construction. The work shall be left in a neat and presentable manner at all times insofar as construction conditions permit. As portions of the work are completed, the CONTRACTOR shall clean the individual sites.

- END OF SECTION -