



**WELL 20 PUMP AND
MOTOR
REPLACEMENT 2025**

**SPECIFICATIONS AND
CONTRACT DOCUMENTS**

BID OPENING – 2:00 PM, Thursday, November 21, 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 proposals at the District office, 11570 Donner Pass Road, Truckee, California 96161 until 2:00 PM on Thursday, November 21, 2024 at which time they shall be opened and publicly read for:

WELL 20 PUMP AND MOTOR REPLACEMENT 2025

The WORK of this Contract comprises of the removal and reinstallation of approximately 630 feet of 5" diameter pump column and power supply cable. The purchase and installation of a new 150hp submersible well pump and motor assembly. Video inspection of well casing with electronic report submitted to District and factory approved pump and motor assembly start-up and testing.

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.

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.

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

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

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

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.

Contract Administrator 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 2:00 PM on Thursday, November 21, 2024 at which time they shall be opened and publicly read for construction of:

WELL 20 PUMP AND MOTOR REPLACEMENT PROJECT 2025

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 00300-6, page 00350 and an acceptable bid security. The form of Bid Bond provided in Section 00435 may be used, or the bidder may use another form of conventional bid security as described in Article 5 of this Section.

3. MANNER OF SUBMITTING BIDS

Prior to submitting bids, bidders must make sure that:

- (a) The proposal is complete and signed.
- (b) The bid security in the proper amount is attached to the bid package.
- (c) The bid schedule is complete, and the totals are correct.
- (d) 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. 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 has complied with the following:

- (a) Carefully examined the Contract Documents.
- (b) Included in the proposal 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 his proposal or the contract.

5. SECURITY

Each Bid shall be accompanied by a certified or cashier's check payable to the order of the "Truckee Donner Public Utility District," for a sum not less than 10% of the amount of the bid, or accompanied by a Bid Bond on the form attached or other acceptable form in an amount

not less than 10% of the amount of the bid provided by a surety licensed to do business in the State and appearing on Treasury Department Circular 570, as amended, conditioned that the bidder will pay the DISTRICT as liquidated damages the amount specified in the bond unless he enters into a contract in accordance with his Bid and furnishes the insurance certificate, and payment and performance bond herein mentioned, within fifteen (15) days from the date at which he is notified that he is the successful bidder.

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 Contractors, Instructions to Bidders, Proposal and Bidding Documents, Agreement, Performance and Payment Bond, Special Provisions, Technical Specifications, Change Orders, Field Orders, Drawings 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 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) The appropriate contractors' license for the work to be performed (P.C.C. §3300) which the DISTRICT has determined to include: C-57 Water Well Drilling Contractor.
- (g) No pending claims regarding performance, failure to deliver, labor violations, etc.
- (h) Ability to provide proof of Workers' Compensation, public liability and property damage insurance.

10. PROPOSAL MODIFICATIONS

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

11. PROPOSAL WITHDRAWAL

Proposals may be withdrawn any time prior to the time set for bid opening. Once proposals are opened, they may not be withdrawn until expiration of the proposal. All proposals shall be deemed a firm offer for not less than forty-five (45) 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 may discover in the contract, or, if applicable, the site or local conditions.

If the bidder requires clarification or interpretation of the contract, he 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 00300-2 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.

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. The District will award the contract based on the summation of schedule A (1-9). 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 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 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 May 30, 2025. It is anticipated that the Board of Directors will award the bid at its January 15, 2025 meeting. The requirements necessary to achieve Substantial Completion are defined in Section 00800 – Special Provisions.

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 fax to (530) 587-1189. 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

WELL 20 PUMP AND MOTOR REPLACEMENT PROJECT 2025

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 [wet signature])

Title: _____

Address: _____

Phone: _____ Fax: _____

Contractor's Well 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
No. 5:	_____	signed	_____	dated

WELL 20 PUMP AND MOTOR REPLACEMENT PROJECT 2025

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.

Award based on Total for BID SCHEDULE A 1-9

BID SCHEDULE A

Well 20 PUMP AND MOTOR REPLACEMENT PROJECT 2025

- | | |
|---|----------|
| 1. Mobilization and Demobilization | \$ _____ |
| 2. Purchase of a new 150hp Submersible Pump and Motor Assembly. | \$ _____ |
| 3. Removal and reinstall approximately 630' feet of 5" pump column | \$ _____ |
| 4. Installation of new District approved 150hp submersible pump and motor assembly. | \$ _____ |
| 5. Video inspection of well and provide the District with an electronic report. | \$ _____ |
| 6. Brush and bail well column 8 hours maximum. | \$ _____ |
| 7. Install 500 feet of 1 inch schedule 80 PVC for well sounding tube. | \$ _____ |
| 8. Well disinfection | \$ _____ |
| 9. Miscellaneous shop work and materials | \$ _____ |

(Not to exceed 10% of total bid)

Total for Schedule A BID SCHEDULE A 1-9

Contract will be awarded from BID SCHEDULE A TOTAL 1-9 ONLY. \$ _____

BID SCHEDULE B

- | | |
|---|---------------------------------------|
| 1. Purchase and installation of a New, Factory Approved, Submersible Pump Motor 250 MCM 3-Phase Electrical Power Supply Cable | \$ _____ |
| 2. Pump and swab screens to redevelop | \$ _____ Per hour Max 40 hrs \$ _____ |

Total for Schedule B BID SCHEDULE 1-2 \$ _____

WELL 20 PUMP AND MOTOR REPLACEMENT PROJECT 2025 TOTAL A & B:

\$ _____

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

TRUCKEE DONNER PUD

WELL 20 PUMP AND MOTOR REPLACEMENT PROJECT 2025
00300-3

BID
PAGE

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

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

State of California)
)
County of _____)

ss.

_____, being first duly sworn, deposes and says that he or she

is _____ of _____

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in an sham bid or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NAME AND ADDRESS OF SUBCONTRACTORS

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

<u>NAME AND ADDRESS OF SUBCONTRACTOR</u>	<u>TYPE OF SERVICES</u>
_____	_____
_____	_____
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_____	_____

**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 proposal 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/proposal 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 proposal or termination of the award.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

- END OF SECTION -

SECTION 00435 – BID BOND

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

as Principal, and _____

as Surety, are hereby held and firmly bound unto _____

_____ as OWNER in the penal sum of

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

Signed, this _____ day of _____ 2012.

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

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

the _____

NOW, THEREFORE;

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said Contract and for the payment of all persons performing labor and/or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the DISTRICT may accept such BID; and said Surety does hereby waive notice of any such extension.

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

Principal

Surety

By: _____

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

SECTION 00500 – AGREEMENT

WELL 20 PUMP AND MOTOR REPLACEMENT PROJECT 2025

This Agreement is entered into as of the _____ day of _____ 2025, by and between the ~~Truckee Donner Public Utility District, a local public agency of the State of California (the "DISTRICT") and _____~~ ("CONTRACTOR"). The parties hereto agree as follows:

1. DESCRIPTION OF WORK

- A. The 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 the DISTRICT, free of any and all liens and claims of laborers, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county and town ordinances, rules, and regulations, "WELL 20 PUMP AND MOTOR REPLACEMENT PROJECT 2025" work hereafter referred to as the "Project", which is described in the Notice to Bidders, Instruction to Bidders, and in the Summary of Work all of which are attached hereto and incorporated herein by reference. The amount of the contract is \$.
- B. The provisions of Section 1775 of the California Labor Code regarding penalty assessments shall be complied with.
- C. It shall be the CONTRACTOR's responsibility to comply with Section 1776 of the California Labor Code related to payroll records.
- D. It shall be the CONTRACTOR's responsibility to comply with Section 1777.5 of the California Labor Code related to employment of apprentices and the ratio of apprentices to journeymen.
- E. It shall be the CONTRACTOR's responsibility to comply with all sections of the California Labor Code.
- F. The Project shall be accomplished according to the Summary of Work, and Special Provisions attached hereto and incorporated herein by reference, which documents, together with this Agreement, shall be known as the Contract Documents. The Summary of Work and Special Provisions may be amended from time to time.
- G. 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.

2. CONTRACT PRICE

The DISTRICT shall pay the CONTRACTOR for such labor and materials the amount set forth in the CONTRACTOR's bid, hereinafter called "Contract Price" as follows:

The DISTRICT agrees to make progress payments to the CONTRACTOR on or about the twenty-fifth (25th) day of each month in an amount equal to ninety-five percent (95%) of the portion of the Contract Price allocable to labor, materials and equipment incorporated into the Project, less the aggregate of previous payments. Requests for payment must be submitted to the DISTRICT by the 5th day of each month for verification and approval by the DISTRICT.

Upon completion of the Project, the remaining five percent (5%) of the Contract Price will be paid after the Project is inspected and accepted by the DISTRICT, a Notice of Completion is recorded, and the property is free of all possible liens related to the CONTRACTOR 's performance.

The CONTRACTOR may, pursuant to and in conformity with Public Contract Code Section 22300, substitute eligible securities for any monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the CONTRACTOR. Upon satisfactory completion of this Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment under this section shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CONTRACTOR and the DISTRICT. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. All provisions of Public Contract Code Section 22300 are incorporated herein.

3. DISCHARGE OF STOP NOTICE CLAIMS

If at any time during the progress of the WORK or before the final payment is made, any lien or claim is filed, or notification to withhold money for labor or materials furnished by or through the CONTRACTOR under this Agreement is served on the DISTRICT, the DISTRICT shall have the right to withhold from any payment due the CONTRACTOR, an amount equal to one and one-quarter (1¼) times the amount of any or all such liens or claims. If the CONTRACTOR has not settled the liens or claims by the date of completion of the Project, the DISTRICT shall have the right, but shall not be obliged, to discharge any and all such liens or claims out of the withheld money.

4. EXTRA WORK

A. If at any time or times during the progress of the Project, the DISTRICT desires to make any additions to, alterations of, deviations from, or omissions from the Project, it may do so and the same shall in no way affect or make void this Agreement. Such additions, alterations, and deviations will be authorized by a Change Order or Field Order, which shall be signed by both the DISTRICT and the CONTRACTOR. Upon receipt of any such document, the CONTRACTOR shall proceed promptly to implement the additions to, alterations of, and deviations from the WORK in accordance with the applicable conditions of the Contract Documents.

B. The CONTRACTOR shall not be entitled to neither an increase in the Contract Price nor an extension of time in which to complete the Contract with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented by Change Order or Field Order, except in the case of any emergency.

- C. Any such alterations, deviations or omissions 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 additions, alterations, or deviations 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 addition, alteration, or deviation, or (2) on the basis of the CONTRACTOR's actual out-of-pocket expenses plus ten percent (10%). This extra work shall be held to be completed when the entire Project is finished in accordance with the original Drawings and Specifications as amended by such changes, whatever may be their nature or extent.
- D. If the CONTRACTOR claims that any instructions involve extra costs under this Contract, he shall give the DISTRICT written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. No such claim shall be valid unless so made.
- E. If notice of any change in the Project is required to be given to a surety, the giving of any such notice shall be the CONTRACTOR's responsibility. If the change in the Project affects the Contract Price, the DISTRICT may require an adjustment to the amount of any applicable bond and the amount of each applicable bond shall be adjusted accordingly.

5. TIME FOR COMMENCEMENT AND COMPLETION

The CONTRACTOR agrees to commence work no earlier than February 3, 2025, and agrees to carry out the Project at all times with the greatest possible dispatch and to complete the WORK under this Agreement, as may be amended, May 30, 2024. The CONTRACTOR is referred to Section 00800 - Special Provisions for intermediate milestones. The CONTRACTOR agrees that the time specified for commencement and completion is reasonably calculated to include any potential delay resulting from weather conditions, however the time for completion may be extended due to extraordinary weather conditions.

6. CHARGES AND LIENS

The CONTRACTOR shall pay all charges incurred by him for labor and materials used in the Project as they become due. Should the CONTRACTOR fail to pay any such charge, or fail to furnish the DISTRICT with proper indemnity, either by satisfactory corporate surety bond or satisfactory title policy, the DISTRICT may pay the same on behalf of the CONTRACTOR and shall be reimbursed by the CONTRACTOR for such payment on request, or the DISTRICT may withhold the amount of such payment, plus any attorney fees and costs, from any payment due the CONTRACTOR. The DISTRICT, however, shall not be entitled by means of assignments or otherwise to collect from the CONTRACTOR any greater amount under this Section than the amount actually paid by the DISTRICT (including attorneys' fees and costs) in reasonable settlement or discharge of any such charge for labor and materials.

7. INDEMNITY AGREEMENT

The CONTRACTOR shall defend, indemnify and save harmless the DISTRICT and its agents and servants, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, or every kind and nature whatsoever, for, but not limited to, injury to or death of the CONTRACTOR, any subcontractor, or any employees of the DISTRICT, the CONTRACTOR, or 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 Agreement, however caused, regardless of any negligence of the

DISTRICT or its agents or servants, be it active or passive, except the sole negligence or willful misconduct of the DISTRICT or its agents or servants. Said indemnification shall include the defense of any actions or other legal proceedings and reimbursement of attorneys' fees and other legal expenses incurred by the DISTRICT and shall include any and all penalties imposed upon the DISTRICT on account of the violation of any law or regulation by the CONTRACTOR.

8. INSURANCE

- A. Before commencement of any work under this Agreement, the CONTRACTOR shall take out and thereafter during the life of this Agreement maintain in full force and effect an insurance policy written upon a form and by a company which meets with the approval of the DISTRICT, insuring the DISTRICT, its officers, agents and employees 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 \$1,000,000 for the death of, or injury to, any person in any one accident, and \$2,000,000 for the death of, or injury to, more than one person in any one accident, and \$500,000 for property damage in any one accident. Said policy shall be written in favor of the CONTRACTOR and all subcontractors and also in favor of the DISTRICT, its officers, agents, and employees, and shall be maintained in full force and effect until the Project is unconditionally accepted by the 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 the DISTRICT.
- B. Before commencement of any WORK under this Agreement, the CONTRACTOR shall take out and thereafter during the life of this Agreement, maintain in full force and effect compensation insurance covering the 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 Agreement, and to the dependents of such person or persons in compliance with all Worker's Compensation Insurance and Safety Laws of the State of California (California Labor Code Sections 3700 and following) and amendments thereto. In case of any work sublet, CONTRACTOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by CONTRACTOR's Workers' Compensation Insurance.
- C. Written proof of compliance with these requirements (A) and (B) shall be filed with and approved by the DISTRICT within fifteen (15) days of the date of Notice of Award of the contract and before commencement of the Project. The CONTRACTOR shall pay any and all deductibles required by these insurance policies.

9. PERFORMANCE AND PAYMENT BOND

The CONTRACTOR, at his own cost and expense, shall procure and maintain during the term of this Agreement, a surety bond in a form satisfactory to the DISTRICT, in a sum not less than one hundred percent of the Contract Price, to guarantee faithful performance of all of the CONTRACTOR's obligations as set forth herein, and to secure payment to its subcontractors, and all other persons performing labor or providing material, including the rental of equipment, relating to the Project as provided herein. The surety from whom the bond is obtained must appear on Treasury Department Circular 570, as amended.

Additionally, the surety bond shall remain in effect for a period of one year after acceptance and provide coverage against any defects or failures in the Project which may develop during that time.

10. TERMINATION OF CONTRACT/DAMAGES

- A. The occurrence of any of the following events shall constitute a Default by the CONTRACTOR of the terms of this Agreement:
1. The CONTRACTOR makes an assignment for benefit of creditors, admits inability to pay debts, files a petition for bankruptcy, or is otherwise determined bankrupt or insolvent; or
 2. The CONTRACTOR at any time during the progress of the Project refuses or neglects to supply sufficient materials or workmen to complete the Project for a period of more than seven (7) days after having been notified by the DISTRICT to furnish them, or the CONTRACTOR at any time during the progress of the work refuses or fails to make prompt payment to subcontractors, laborers or material men for labor performed on or materials furnished to the Project for a period of more than seven (7) days after having been notified by the DISTRICT to make said payments; or
 3. The CONTRACTOR violates or allows the violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any government agency applicable to the Project, and does not cure the violation within 10 days of the date of the notice demanding the cure; or
 4. The CONTRACTOR fails to provide written assurances of contract performance within 10 days of a request for such assurances from the DISTRICT, or the CONTRACTOR fails to provide a written plan to remedy any failures to perform the terms of this Agreement within 10 days of a request for such plan from DISTRICT.
- B. Upon occurrence of any Default by the CONTRACTOR, the DISTRICT may terminate this Agreement 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 the DISTRICT or the DISTRICT'S agent, if the unpaid balance of the Contract Price exceeds the actual expenses, including attorneys' fees, incurred by the DISTRICT in completing the Project, such excess shall be promptly paid by the DISTRICT to the CONTRACTOR. If, however, on completion of the Project by the DISTRICT or the DISTRICT'S agents, the expenses, including attorneys' fees, incurred by the DISTRICT in completing the Project exceed the unpaid balance of the Contract Price, such excess shall be promptly paid by the CONTRACTOR to the DISTRICT. Additionally, upon Default under this Agreement by the CONTRACTOR, the DISTRICT may recover from the CONTRACTOR all damages allowed by law.
- C. Should the DISTRICT fail to pay the CONTRACTOR within seven (7) days after payment becomes due as provided herein any amount payable by the DISTRICT to the CONTRACTOR pursuant to this Agreement, the CONTRACTOR may, following seven (7) days written notice thereof to the DISTRICT, terminate the services under this Agreement until all past-due payments have been received by the CONTRACTOR or are set aside in an escrow; and, additionally, the CONTRACTOR may recover from the DISTRICT all damages allowed by law.

11. UNAVOIDABLE DELAYS AND DEFAULTS

Either party, the CONTRACTOR or the DISTRICT, shall be excused for any delays or defaults by it in the performance of this Agreement 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 the CONTRACTOR

could not have reasonably foreseen and provided for, excluding weather conditions, 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.

12. NOTICE OF COMPLETION

The DISTRICT shall sign and file for record within five (5) days after the completion of the Project according to the Plans and Specifications, and after a final inspection by the DISTRICT and after approval of the Project as fully completed by the DISTRICT, a Notice of Completion. The recording of said Notice of Completion shall not be a waiver of any rights which the DISTRICT may have against the CONTRACTOR.

13. EMPLOYMENT/NON-DISCRIMINATION

The CONTRACTOR shall comply strictly with all applicable federal, state, and local requirements relating to the establishment of non-discriminatory practices in hiring and employment. During the performance of this Agreement, the CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religion, color, ethnic group identification, national origin, ancestry, sex, age, physical or mental disability, medical condition, marital status, or sexual orientation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, ethnic group identification, national origin, ancestry, sex, age, physical handicap, mental disability, medical condition, marital status, or sexual orientation. The CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

The CONTRACTOR and its subcontractors shall comply with the provisions of the Civil Rights Act of 1964 (42 United States Code, Section 1983), Executive Orders 11246, 11375 and 11478, the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (California Government Code, Sections 11135-11139.5).

The CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

14. LAWS AND REGULATIONS

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations relating to the Project. If the CONTRACTOR observes that the Plans and Specifications are at variance therewith, he shall promptly notify the DISTRICT in writing, and any necessary changes shall be adjusted as provided in the Agreement for changes in the work. If the CONTRACTOR performs any work contrary to such laws, ordinances, rules and regulations, and without written notice to the DISTRICT, he shall bear all costs arising therefrom and shall not be paid by the DISTRICT for performing such work.

15. CUSTOMER RELATIONS

The 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. The 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 CONTRACTOR with respect to such complaints shall be reported to the DISTRICT.

16. NOTICES

Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, five (5) days after deposited in the United States mail, first-class postage paid, addressed to the DISTRICT at 11570 Donner Pass Rd, Truckee, California 96161, or to the CONTRACTOR at

Either party, the DISTRICT or the CONTRACTOR, may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

17. 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 Agreement or 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.

18. CAPTIONS

The captions and headings of the different sections of this Agreement are inserted for convenience of reference only, and are not to be taken as part of this Agreement or to control or affect the meaning, construction, or effect of the same.

19. NECESSARY ACTS

Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

20. ASSIGNMENT

Neither party may assign this Agreement, or payments due under the Agreement, without the written consent of the other party.

21. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

22. FORUM

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

23. SOLE AND ONLY AGREEMENT

This Agreement, including any exhibits attached hereto, constitutes the sole and only Agreement of the parties hereto relating to the Project and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

24. 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 the DISTRICT.

25. SEVERABILITY

In the event that any part or provision of this Agreement 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 Agreement.

26. CONTRACTOR'S WAIVER

The CONTRACTOR agrees to waive the provisions of California Civil Code Section 2819 with respect to the CONTRACTOR and any surety engaged by the CONTRACTOR to provide a performance, payment, or maintenance bond pursuant to the terms of this Agreement.

27. CLAIM BY CONTRACTOR

Any claim brought by the CONTRACTOR in an amount of \$375,000 or less which arises out of the terms of this Agreement 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 the DISTRICT, an opportunity to meet and confer, and the possibility of judicially-ordered mediation and/or arbitration. The CONTRACTOR is advised that Public Contract Code Sections 20104-20104.6 contain strict time limits and procedural requirements, and the CONTRACTOR is advised to consult with an attorney in the event that it desires to file a claim with the DISTRICT.

28. ASSIGNMENTS OF RIGHTS

The CONTRACTOR agrees to assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement and that such assignments shall be made and become effective at the time the DISTRICT tenders final payment to the CONTRACTOR, without further acknowledgement by the parties.

29. WORKERS' COMPENSATION CERTIFICATION

I, _____, make the following certification in accordance with the requirements of California Labor Code Section 1861, I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated

(CONTRACTOR)

30. WORKMANSHIP

All work shall be done and completed in a thorough workmanlike manner notwithstanding any omission from these specifications or from the Drawings, and it shall be the duty of the CONTRACTOR to call the DISTRICT's attention to apparent errors or omissions and request instructions before proceeding with the work. The DISTRICT may, by appropriate

instructions, correct errors, and omissions, which instructions shall be as binding upon the CONTRACTOR as though contained in the original Contract Documents.

31. CHARACTER OF WORKPERSONS

Whenever, in the opinion of the DISTRICT, any superintendent, foreman, or workman employed by the CONTRACTOR or his or her subcontractors is disrespectful, intemperate, disorderly, or otherwise objectionable, he or she shall, at the written request of the DISTRICT, be removed and not again be employed on the worksite without the written consent of the DISTRICT.

32. CONDITION OF WORKSITE AND EQUIPMENT

During the progress of the work, the CONTRACTOR shall keep the job site in a clean and orderly condition. The CONTRACTOR shall use equipment that is in good working order and remove inoperable equipment. Excess or unsuitable material, broken material, or waste material shall be removed from the job site. Spillage resulting from hauling along or across streets or roads shall be removed immediately by the CONTRACTOR. All gutters and roadside ditches shall be kept clean and free from obstructions. Any deviation from this practice shall have prior written approval from the DISTRICT. Specific requirements related to project clean-up and finishing are described in the Technical Specifications attached to, and made a part of, this Agreement.

Before final acceptance of the work, the CONTRACTOR shall carefully clean up the work and premises, remove all temporary structures built by or for him, remove all surplus construction materials, and rubbish of all kinds from the grounds which he has occupied and leave them in a neat condition. If CONTRACTOR fails to clean up the work and premises, the DISTRICT may do so and the cost thereof shall be charged to CONTRACTOR.

No separate or additional compensation will be allowed for any WORK pertaining to the cleanup or disposal of material.

33. CONTRACTOR'S REPRESENTATIVE AND EMERGENCIES

The CONTRACTOR shall at all times be present at the work in person or represented by a competent superintendent who shall supervise and direct the work and shall be authorized by the CONTRACTOR to receive and fulfill instruction from the DISTRICT's Representative.

The CONTRACTOR shall, at all times during working hours, be represented in all matters pertaining to this project by one, and only one, fully competent and experienced general superintendent. Instructions and information given by the DISTRICT to the CONTRACTOR's superintendent on the work shall be considered as having been given to the CONTRACTOR. Before any work is done at the job site, the CONTRACTOR shall give written notice to the DISTRICT stating who the CONTRACTOR's superintendent will be, giving a telephone number at which he can always be reached day or evening. The DISTRICT shall be informed in writing prior to any change. A statement naming more than one representative at a time to be in charge and depending upon which is present at the time will not be acceptable.

Emergencies may arise during the progress of the WORK which may require special effort or require extra shifts of men to continue the WORK beyond normal working hours. The CONTRACTOR shall be prepared in case of such emergencies from whatever cause, to do all necessary work promptly.

34. CONTRACT DOCUMENTS

The CONTRACTOR shall keep on the Site a copy of the Contract Documents and shall at all times give the DISTRICT access thereto. The Notice to Contractors, Instructions of

Bidders, Agreement, Special Provisions, Summary of Work and all supplementary documents are intended to be complete, and complementary and to prescribe a complete work. If an omission of information necessary to carry out the full intent and meaning of the Contract occurs, the CONTRACTOR shall immediately call the matter to the attention of the DISTRICT for furnishing detailed instructions. In case of discrepancies, the Contract Documents shall be interpreted as described in Article 11 of the Special Provisions.

35. PREVAILING WAGES AND THE EMPLOYMENT OF APPRENTICES

CONTRACTOR shall comply with provisions of the Labor Code related to the payment of prevailing wages and the employment of apprentices. In accordance with the provisions of Sections 1770, 1772 and 1773.2 of the California 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. CONTRACTOR shall post a copy at the job site.

36. RESPONSIBILITIES OF DISTRICT

The CONTRACTOR shall perform all work necessary for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of any construction project that is a subject of this Agreement. If such utilities are not identified by the District in the plans and specifications made a part of the invitation for bids, Contractor shall be compensated for the costs of locating such utility facilities, repairing damage not due to the failure of Contractor to exercise reasonable care, removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work, and Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

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

Nothing herein shall preclude the District from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

Nothing herein shall be construed to relieve the utility from any obligation as required whether by law or by contract to pay the cost of removal or relocation of existing utility facilities.

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

The District, where it is the owner, shall have the sole discretion to perform repairs or relocation work or permit Contractor to do such repairs or relocation work at a reasonable price.

37. DISTRICT'S RIGHT OF INSPECTION

The District reserves the right to audit Contractor's books and records, inspect the jobsite(s), including job trailers or other jobsite offices, and inspect all such information required pursuant to this Agreement for a period of one year following substantial completion of the

Project. This right of auditing and inspection shall be specifically enforceable via legal action in a court of the State of California.

38. EIGHT HOUR DAY

For purposes of this Agreement, eight hours labor constitutes a legal day's work.

39. STATUTORY PENALTIES

Statutory provisions for failure to pay prevailing wages or failure to comply with State wage and hour laws will be enforced.

40. TIME OF ESSENCE

Time is of the essence in this Agreement. Work shall be completed by May 30, 2025.

41. CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

A. The 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.

B. The CONTRACTOR further warrants and guarantees to the DISTRICT that all work will be in accordance with the Contract Documents, will not be defective, and will neither fail nor prove to be defective or substandard within one (1) year from the date of final acceptance of the Work by the DISTRICT. If the Work or any portion thereof fails or proves to be defective or substandard within one (1) year from the date of final acceptance of the Work by the DISTRICT, the DISTRICT may, at its sole discretion, either remedy the defect using DISTRICT personnel or a contractor of the DISTRICT's choosing, or require the CONTRACTOR to remedy the defect using its own personnel. If the DISTRICT uses its own personnel or hires a contractor (other than the CONTRACTOR) to remedy the defect, the CONTRACTOR shall reimburse the DISTRICT for the full cost of such work. If the DISTRICT requires the CONTRACTOR to remedy the defect, the CONTRACTOR shall be entitled to no payment for such work. The CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. Abuse, modification, or improper maintenance or operation by persons other than the CONTRACTOR, subcontractors, or suppliers, or any other individual or entity for whom the CONTRACTOR is responsible;
2. Normal wear and tear under normal usage.

B. The CONTRACTOR's obligation to perform and complete the Project in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Project that is not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the Project in accordance with the Contract Documents:

1. Observations by DISTRICT personnel;
2. Payment by the DISTRICT of any progress or final payment;
3. The issuance of a Certificate of Completion by the DISTRICT;
4. Use or occupancy of the Project or any part thereof by the DISTRICT;
5. Any acceptance by the DISTRICT or any failure to do so;
6. Any inspection, test, or approval by others; or
7. Any correction of Defective Work by the DISTRICT.

42. OVERTIME

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.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials on the date first above written.

TRUCKEE DONNER PUBLIC UTILITY DISTRICT

By _____

Name _____

Typed

Title _____

(Seal)

Attest: _____

Name _____

Typed

Title _____

CONTRACTOR

By _____

Name _____

Typed

Title _____

(Seal)

Attest: _____

Name _____

Typed

Title _____

SECTION 00600 – PERFORMANCE BOND

_____ (Principal), and _____

_____, a corporation organized under the

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

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

PRINCIPAL has entered, or is about to enter, into a certain contract with DISTRICT, entitled WELL 20 PUMP AND MOTOR REPLACEMENT PROJECT 2025, (the Contract) for the doing of work generally described as follows: This project is for the removal, rebuild and reinstallation of well pumps and columns as follow:

WELL 20 PUMP AND MOTOR REPLACEMENT PROJECT 2025

The WORK of this Contract comprises of the removal and reinstallation of approximately 630 feet of 5” diameter pump column and power supply cable. The purchase and installation of a new 150hp submersible well pump and motor assembly. Video inspection of well casing with electronic report submitted to District and factory approved pump and motor assembly start-up and testing.

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

NOW, THEREFORE, if Principal shall well and truly perform the obligations contracted to be performed under the Contract and during the one year period after acceptance of the project, and all of those obligations described below, then this obligation shall be void. Otherwise it shall remain in full force and effect.

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

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

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

Dated this _____ day of _____, 201__.

Principal

By _____

Title _____

Address _____

Surety

By _____

Title _____

Address _____

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

Total amount of premium charged is \$ _____.

Bond number: _____

(Attach acknowledgements)

SECTION 00610 – PAYMENT BOND

_____ (Principal), and _____

_____, a corporation organized under the

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

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

PRINCIPAL has entered, or is about to enter, into a certain contract with DISTRICT, entitled WELL 20 PUMP AND MOTOR REPLACEMENT PROJECT 2025, (the Contract) for the doing of work generally described as follows: This project is for the removal, rebuild and reinstallation of well pumps and columns as follow:

WELL 20 PUMP AND MOTOR REPLACEMENT PROJECT 2025

The WORK of this Contract comprises of the removal and reinstallation of approximately 630 feet of 5” diameter pump column and power supply cable. The purchase and installation of a new 150hp submersible well pump and motor assembly. Video inspection of well casing with electronic report submitted to District and factory approved pump and motor assembly start-up and testing.

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

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

NOW, THEREFORE, if Principal shall well and truly perform the obligations contracted to be performed under the Contract and during the one year period after acceptance of the project, and all of those obligations described below, then this obligation shall be void. Otherwise it shall remain in full force and effect.

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

No prepayment or delay in payment and no change, extension, addition, or alteration of any provisions of said Contract or in the plans and specifications agreed to between Principal and DISTRICT and no forbearance on the part of DISTRICT shall operate to release Surety from liability on this bond, and consent to make such alterations without further notice to or consent

by Surety is hereby given, and Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

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

Dated this _____ day of _____, 2012.

Principal

By _____

Title _____

Address _____

Surety

By _____

Title _____

Address _____

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

Total amount of premium charged is \$_____.

Bond number: _____

(Attach acknowledgements)

SECTION 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 and summary of work, 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 BONDS - Bid Bond, Performance Bond and Payment Bond and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the contract documents.
- 1.6 CALENDAR DAY - Any day shown on the calendar.
- 1.7 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.
- 1.8 CONTRACT DOCUMENTS - All items of the contract as defined in the Agreement.
- 1.9 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the Contract Document.
- 1.10 CONTRACT TIME - The number of calendar days stated in the contract documents for the completion of the WORK
- 1.11 DISTRICT – The Truckee Donner Public Utility District, along with its authorized agents and representatives, including but not limited to managers, inspectors, engineers and consultants.
- 1.12 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.
- 1.13 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.
- 1.14 INSPECTOR - An authorized representative of the DISTRICT assigned to make any or all inspections of the work performed and materials furnished by the CONTRACTOR.

- 1.15 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.
- 1.16 NOTICE OF AWARD - The written notice of the acceptance of the bid from the DISTRICT to the successful bidder.
- 1.17 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.
- 1.18 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.
- 1.19 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.
- 1.20 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 16 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. SHOP DRAWINGS

4.1 The CONTRACTOR shall provide shop drawings as may be necessary for the prosecution of the work, as required by the technical specifications. The DISTRICT shall promptly review all shop drawings. The DISTRICT's review of any shop drawing shall not release the CONTRACTOR from responsibility for deviations from the contract documents. The review of any shop drawings which substantially deviate from the requirement of the contract documents shall be evidenced by a change order.

4.2 When submitted for the DISTRICT's review, shop drawings shall bear the CONTRACTOR's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

4.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been reviewed by the DISTRICT. A copy of each reviewed shop drawing and each reviewed sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the DISTRICT.

5. MATERIALS, SERVICES AND FACILITIES

5.1 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.

5.2 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.

5.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

5.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the DISTRICT.

5.5 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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: Summary of Work.

Fourth: Special Provisions.

Fifth: CONTRACTOR Proposal.

Sixth: Notice to Contractors.

Seventh: Instruction to Bidders.

12. 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.

13. CONTRACTOR'S WORKING HOURS

The standard work day of the CONTRACTOR 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.

14. 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.

15. 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.

16. CONSTRUCTION SAFETY

16.1 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.

16.2 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.

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

17. PERMITS

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.

- END OF SECTION -

SECTION 01010 – SUMMARY OF WORK

1. SCOPE

This project is for the purchase and installation of a new 150hp submersible well pump and motor assembly, reinstallation of approximately 630' of 5" well column and submersible motor power supply cable, factory start-up and testing of pump and motor assembly as follows:

- **Mobilization and Demobilization:** Mobilization, demobilization, set-up and clean-up of all equipment, tools and miscellaneous supplies and materials.
- **District staff will perform all de-energizing of electrical circuitry and connections/disconnections of motor leads.**
- **Purchase of a New 150hp Submersible Pump and Motor Assembly:** Remove Well-20 pump and approximately 630 feet of 5" pump column. Storage space for parts and materials to be re-installed shall be made available by the District on-site. Contractor shall provide the District with a new 150hp submersible electric pump and motor assembly, with factory warranty. The new submersible pump and motor assembly shall meet or exceed in quality and performance the existing equipment specifications as follows:
 - a. 150hp Franklin Electric 3-Phase Submersible Motor, Model 2391068504 or a District approved equivalent.
 - b. Goulds, Model 7CHC, 9 stage pump assembly.
- **Installation and Testing of New Submersible Pump and Motor Assembly:** Contractor shall install new 150hp submersible pump and motor assembly, including the reinstallation of 630' of existing 5" diameter well column pipe, and approximately 500' of schedule 80 pvc sounding tube.
- **Factory approved motor start-up and testing:** Contractor to provide factory approved well motor start-up and testing to ensure proper rotation, installation, and performance.
- **Video Inspection:** Contractor shall perform televised video inspection of the well with full color images, metered depth reference and side-look view. Contractor shall provide District with an electronic copy of the video in color.
- **Well Disinfection:** Contractor shall perform disinfection of well in accordance with AWWA Standards. District Staff will conduct bacteriological sampling.
- **Miscellaneous Shop Work and Materials:** To include any additional materials, shop work, field work or equipment required to complete construction but not included within a specific bid item.
- **Purchase of a New Submersible Motor Power supply Cable:** Contractor to furnish a new, factory approved, submersible 250 MCM power supply cable assembly for a 3-phase electric pump motor, complete and approximately 650' in length. The procurement of this bid item will be determined following the evaluation of total project costs and available budget. This bid item will be placed on SCHEDULE B of the Bid Form provided and will not be considered in determination of lowest bid.

3. 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 license for Pump Contractor. 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.

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

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 and pump contractor shall have completed the described tasks within 60 days from mobilization. All work shall be completed by May 30, 2025.

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 pump 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.