

SANTA CLARITA VALLEY WATER AGENCY

23780 No. Pine Street
Newhall, California 91321
(661) 297-1600



CONTRACT DOCUMENTS

for

OLYMPIAN TANKS 1 & 4 EXTERIOR REPAINTING PROJECT

August 18, 2026

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NOTICE INVITING BIDS

Notice is hereby given that the Santa Clarita Valley Water Agency ("AGENCY") will receive electronic bids via PlanetBids only for Olympian Tanks 1 and 4 Exterior Repainting Project no later than 12:00 PM, Pacific Time, on September 29, 2026. The electronic bid management system will not accept late bids. Bids will be received for performing the work as follows:

The Project is entitled "OLYMPIAN TANKS 1 AND 4 EXTERIOR REPAINTING PROJECT". The project site is located at the end of an access road adjacent to 18501 Olympian Court, following the signs to Helispot 107C, in the city of Santa Clarita. The project generally consists of complete removal and replacement of all existing exterior paint systems at Olympian Tanks 1 and 4, formerly known as North Oaks Tanks 1 and 4. The work includes, but is not limited to: complete removal of all existing exterior paint systems at the roof, shell, tank accessories, and appurtenances, including site piping directly serving Olympian Tank 1 and application of a new epoxy and polyurethane paint system; on the exterior roof, shell and appurtenances on Olympian Tank 4 the repair of all exterior paint through spot repair and full overcoating and shall include powertool cleaning and high-pressure water cleaning; apply caulking to the crevice between the tank and concrete ring wall; and all associated work ("Work") as indicated in the Contract Documents. Tank inspection reports for North Oaks Tank 1 and North Oaks Tank 4 are available for downloading from the PlanetBids website.

The AGENCY shall award the contract for the Work to the lowest responsive and responsible bidder as determined from the Base Bid Price.

Bidders must register as a vendor at the following website in order to download the Contract Documents: AGENCY's website: <https://yourscvwater.com/bid-opportunities/> click on the PlanetBids tab, then register on PlanetBids.

Bids must be submitted on the AGENCY's Bid Forms. Bidders may obtain a copy of the Contract Documents from PlanetBids at no charge. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the AGENCY shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room. For questions regarding accessing the Contract Documents, please contact Cheryl Ann Villegas at (661) 425-7705 or email cvillegas@scvwa.org.

It is the responsibility of each prospective bidder to download and print all Contract Documents for review and to verify the completeness of Contract Documents before submitting a bid. Any Addenda will be posted on PlanetBids. It is the responsibility of each prospective bidder to check PlanetBids on a daily basis through the close of bids for any applicable addenda or updates. The AGENCY does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Contract Documents. Information on PlanetBids may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by PlanetBids. All parties downloading Contract Documents will be listed under the solicitation's "Prospective Bidders" tab.

Discrepancies or omissions in, and/or questions about, the Contract Documents shall be submitted to the AGENCY, in writing, through the Q&A feature in PlanetBids and shall be received by the AGENCY no later than 2:00 PM on September 14, 2026. It is the Bidder's

responsibility to confirm that the AGENCY has received the correspondence. The AGENCY will not be responsible for any oral explanations or instructions. AGENCY reserves the right to choose whether to answer any questions related to this Contract. If AGENCY responds to any questions, the information will be transmitted to all prospective bidders through PlanetBids. As determined by the AGENCY, a written addendum may be issued. Bidder is responsible for receipt of addenda, which will be posted on PlanetBids.

All bids shall be accompanied by a cashier's or certified check payable to the order of the AGENCY, or by a Bid Bond in favor of the AGENCY in an amount not less than ten percent (10%) of the Base Bid Price. The Bid Guarantee must be received prior to the specified date and time for bid opening. The Bid Guarantee shall be submitted in a sealed envelope with the Bidder's name, marked with the name of the project, the date and time to be opened, and addressed and delivered or mailed, postage prepaid, to: SANTA CLARITA VALLEY WATER AGENCY, c/o Cheryl Ann Villegas, 23780 No. Pine Street, Newhall, CA 91321. It is each Bidder's responsibility to ensure that his/her Bid Guarantee is received by the AGENCY prior to the time set for bid opening.

No Bidder may withdraw its bid for a period of ninety (90) days after the date of opening the bids, within which time an award may be made. The AGENCY reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding. Bids are required for the entire Work, and the Work will be let under a single contract.

Each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the duration of the Contract: Class C-33, Painting and Decorating Contractor License.

Bidders should be aware that the AGENCY has established the following responsiveness criteria and shall be required to complete the related bid form demonstrating that they can meet the following criteria: The Contractor shall have a minimum of five (5) years practical experience and successful history in the application of specified products to surfaces of steel water storage tanks. The Contractor's Superintendent shall have a minimum of five (5) years practical experience and successful history in the application of specified products to surfaces of steel water storage tanks. This information must be listed under *Section B: CONTRACTOR* of the *BID FORM*.

Pursuant to the Section 1770, et seq. of California Labor Code, the Contractor and all subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable Labor Code provisions, which include, but are not limited to the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors. The schedule of said rates is hereby incorporated and made a part thereof the same as though fully set forth herein. The wage determinations made by the Director of Industrial Relations are posted at www.dir.ca.gov/dlsr. The Contractor shall post a copy of said document at the job site. The Contractor and any subcontractor under them shall pay not less than the therein-specified prevailing rate of per diem wages to all workers employed in the execution of the Contract.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into, without proof of the contractor's and subcontractors' current registration with the

Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the project.

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and applicable law in its bid.

The successful Bidder will be required to furnish the AGENCY with Payment and Performance Bonds equal to 100% of the Contract Price.

Pursuant to the Public Contract Code Section 22300, the successful bidder may substitute securities for funds withheld by AGENCY to ensure the Bidder's performance under the Contract.

There will be a mandatory pre-bid conference for Bidders to attend at 8:30 AM on August 27, 2026 at the job site, located at the end of an access road adjacent to 18501 Olympian Court, following the signs to Helispot 107C, in the city of Santa Clarita. Prospective Bidders shall attend the mandatory pre-bid conference, and attendance is a condition precedent to submittal of a bid. Attendance at the pre-bid conference by subcontractors is not required. Site visitors are required to bring and wear proper construction safety personal protection equipment (i.e. hard hat, safety shoes, etc.), check-in with the Agency's Project Manager, and stay within the areas designated.

Any person, unless already bound by a current contract with the AGENCY, prior to entering AGENCY property, including the project site, must complete, sign and submit the AGENCY's Release of Liability Form. AGENCY's Release of Liability Form is included in Appendix of the Contract Documents. The AGENCY will not allow any visitor/prospective Bidder access to AGENCY property without the Release of Liability Form being fully executed and submitted.

Dated: 8/17/26



Michael Alvord, Chief Operating Officer
Santa Clarita Valley Water Agency

INSTRUCTIONS TO BIDDERS

IB-01 WORK TO BE DONE

Refer to the Notice Inviting Bids and the Technical Specifications.

IB-02 SECURING DOCUMENTS

Refer to the Notice Inviting Bids.

IB-03 DOCUMENT CHARGE

Refer to the Notice Inviting Bids.

IB-04 COMMENCEMENT AND PROGRESS OF THE WORK TO COMPLETION

The successful Bidder, properly bonded and insured, after receiving notice that the Contract has been executed on behalf of the AGENCY, will become the CONTRACTOR and shall commence Work within fifteen (15) days after the date established by the AGENCY in its Notice(s) to Proceed and shall diligently prosecute all portions of the Work to completion as defined in the Contract Documents. The facilities and associated Work shall be completed, tested and ready for service by the completion date defined in the Contract Documents.

In the event that all of the Work items are not completed within the specified projection duration, the AGENCY reserves the right to enforce the provisions for liquidated damages contained in the Contract. Provisions for liquidated damages are defined in the General Conditions and Special Conditions.

Pursuant to Public Contract Code section 7102, in the event that the AGENCY causes an unreasonable delay, the Bidder's recovery for such delay shall be limited to an amount of reverse liquidated damages contained in the Contract. Provisions for reverse liquidated damages are defined in the General Conditions and Special Conditions. By submitting its Bid, the Bidder certifies that it has reviewed the amount of reverse liquidated damages and determined that, based on its Bid, the amount represents a fair and reasonable estimate of the amount of daily damages that Bidder would incur as a result of an unreasonable delay.

IB-05 SUBMITTING BID

Bidders must submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission is via PlanetBids. AGENCY shall not accept bids otherwise transmitted. No oral, telephonic, or facsimile bids will be considered.

It is the sole responsibility of each bidder to see that its Bid is properly submitted to PlanetBids in the proper form and prior to the stated closing time. THE ELECTRONIC BID MANAGEMENT SYSTEM WILL NOT ACCEPT LATE BIDS. The AGENCY will only consider bids that have transmitted successfully and have been issued a confirmation

number with a time stamp from PlanetBids indicating that the Bid was submitted successfully.

Bidders experiencing any technical difficulties with the bid submission process may contact PlanetBids system support at (818) 992-1771. If you continue to have difficulty, call the AGENCY's Operations Department at (661) 297-1600. Neither the AGENCY, nor the AGENCY's bid management system, make any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission date and/or time. The AGENCY will have no responsibility for bids that do not arrive in a timely manner, no matter what the reason.

THE BID GUARANTEE MUST BE RECEIVED PRIOR TO THE SPECIFIED DATE AND TIME FOR BID OPENING.

The Bid Guarantee shall be submitted in a sealed envelope with the Bidder's name, marked with the name of the project, the date and time to be opened, and addressed and delivered or mailed, postage prepaid, to:

Cheryl Ann Villegas
Santa Clarita Valley Water Agency
23780 No. Pine Street
Newhall, CA 91321

It is each Bidder's responsibility to ensure that the Bid Guarantee is received by the AGENCY prior to the time set for bid opening.

Alternatively, Bid Bonds may be signed by digital signature (public key cryptography) and submitted electronically with their Bid. A digital signature shall be in accordance with Government Code section 16.5 and have the following attributes: (1) It is unique to the person using it; (2) It is capable of verification; (3) It is under the sole control of the person using it; (4) It is linked to data in such a manner that if the data are changed, the digital signature is invalidated; and (5) It conforms to the regulations adopted by the Secretary of State including, but not limited to, the acceptable technology requirements set forth under Title 2, Division 7, Chapter 10, Section 22003 of the California Code of Regulations. The Certification Authority issuing the certification for the digital signature transaction must appear on the "Approved List of Certification Authorities" authorized by the California Secretary of State. The current Approved List of Certification Authorities can be found at the following address:

<https://www.sos.ca.gov/administration/regulations/current-regulations/technology/digital-signatures/approved-certification-authorities/>. By submitting a Bid Bond with digital signatures, both the Bidder and surety consent and agree to the use of electronic signatures with the District when providing a Bid Bond. If the Bid Bond is submitted electronically with digital signatures, the Bidder and surety agree that the Bid Bond is authorized and enforceable despite being submitted and signed electronically and both waive any challenge to the form and/or validity of the Bid Bond.

IB-06 FORM AND CONTENT OF BID

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents and available on the electronic bid management system. The use of substitute bid forms will not be permitted. Bids shall be executed by an authorized

signatory as described in these Instructions to Bidders. Deviations in the bid form may result in the Bid being deemed non-responsive.

Bids shall be filed as noted above and shall include the following completed documents:

- Bid Form
- Non-Collusion Declaration
- Designation of Equipment or Material Manufacturers
- Designation of Subcontractors
- Subcontractors Workers Classifications Form
- Information Required of Bidders
- Iran Contracting Act Certification
- Executive Order N-6-22 Certification
- Public Works Contractor Registration Certification
- Bidder Workers Classifications Form
- Bid Bond or other security
- Certificate for Workers' Compensation Insurance
- Acknowledgment of Addenda and Clarifications, if any

To receive consideration, Bids shall be made in accordance with the following instructions:

- A. Bids shall be made upon the form provided in the Contract Documents, with all items filled out, the signatures of all persons required to sign, acknowledged addenda on which Bid is based, and shall be in writing. If Mobilization is included as Bid Item, the Mobilization Price shall not exceed five percent (5%) of the Total Bid Price.

The Bidder must enter pricing in the electronic bid form for any and all line items or a lump sum bid amount, as required. The pricing provided in the electronic bid form will be the only valid bid pricing for determination of low Bid.

- B. Bids shall contain only the quotations for which the form is prepared. Alternative Bids will not be considered unless called for. No oral, telegraphic, or telephonic Bids or modifications will be considered.
- C. Each Bidder shall submit with his/her Bid, on the form provided, the name and address of each subcontractor performing over one-half of one percent (0.5%) of the total value of the project, and the portion of the Work which each subcontractor will do, together with the listing of equipment suppliers. If the Bidder fails to name the subcontractors in his/her Bid, he/she shall be deemed to have agreed to perform such portion of the Work himself/herself and shall not be permitted to subcontract said portion of the Work without previous written permission of the AGENCY. If the Bidder fails to designate a manufacturer of the equipment as called for, it will be considered that the Bidder has selected the first named manufacturer listed in the specified equipment section.

Any Subcontractor, Supplier, or other individual or entity so listed and against which the AGENCY makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to the AGENCY, subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Conditions.

The Bidder must enter subcontractor information in the electronic bid form.

- D. Bids shall be accompanied by a Bid guarantee instrument in the form of (1) an unconditional cashier's check or check certified by a responsible bank of an amount not less than ten percent (10%) of the aggregate of the Bid, payable to the order of the Santa Clarita Valley Water Agency, or by (2) a Bid bond for the said amount which shall be on the mandatory form included in the Bid Documents and so payable written by a surety company acceptable to the AGENCY and which is admitted to transact surety business in the State of California, as defined in Code of Civil Procedure Section 995.120. Personal sureties and unregistered surety companies are unacceptable. Said check or bond shall be a guarantee that the Bidder, if awarded the Work, will: (1) execute and deliver to the AGENCY the Contract-Agreement in these specifications within fifteen (15) days after award, and (2) furnish bonds on the specification-required mandatory forms for both performance and payment within fifteen (15) days after award, and (3) furnish specification-required insurance, including documentation thereof, within fifteen (15) days after award. In case of refusal or failure to timely enter into said Contract, timely furnish the required bonds, or timely furnish the required insurance documents, the Bid guarantee amount shall, in full, be the property of the AGENCY. Said amount is hereby agreed upon as liquidated damages to the said AGENCY. Upon the AGENCY's execution of the Contract and the receipt on behalf of the AGENCY of the accompanying bonds and insurance documents, including the policy endorsements referenced in paragraph GC-10 of the General Conditions, all Bids guarantees will be returned to each Bidder. Award of the Contract, if award be made, will be made within ninety (90) days after the opening of the bids.
- E. Each Bidder shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code, State of California, and shall be skilled and regularly engaged in the general class or type of Work called for under this Contract.

It is the intention of the AGENCY to award the Contract only to a Bidder who is able to furnish satisfactory evidence that they have the requisite experience and ability and that they have sufficient capital, facilities, and plant to enable them to prosecute the Work successfully and promptly, and to complete it within the time set forth in the Contract.

In determining the degree of responsibility to be credited to a Bidder, the AGENCY will weigh any evidence indicating the Bidder, or personnel guaranteed to be employed in responsible charge of the Work, has satisfactorily performed other contracts of like nature and magnitude.

- F. All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract. If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power

of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

IB-07 EXAMINATION OF SITE, DRAWINGS, ETC.

Each Bidder shall visit the site of the proposed Work and fully acquaint himself/herself with local conditions, construction and labor so that the Bidder may fully understand the facilities, difficulties, and restrictions relating to the execution of the Work under the Contract.

Bidders shall thoroughly examine and be familiar with the Contract Documents. The failure of any Bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself/herself with conditions there existing shall in no way relieve the Bidder from any obligation with respect to the Bidder's Bid or to the Contract. The Drawings for the Work show conditions as they are supposed or believed by the Engineer to exist; but it is neither intended nor to be inferred that the conditions as shown thereon constitute a representation by the Engineer, the AGENCY, or its officers, that such conditions are actually existent, nor shall the AGENCY, the Engineer, or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of any inference or extrapolation drawn by the Bidder between conditions as shown on the Drawings and the actual conditions revealed during the progress of the Work, or otherwise.

The Bidder's attention is directed to the possible existence of obstructions and improvements which may be within the limits of the Work or adjacent thereto, which may or may not be shown on the Drawings.

The Bidder is responsible for fully acquainting itself with the conditions of the site, as well those relating to the construction and labor of the Work, to fully understand the facilities, difficulties, and restrictions which may impact the cost or efforts required to complete the Work. The Bidder shall investigate to his/her satisfaction as to the conditions to be encountered, as to the character, quality, and quantities of Work to be performed and materials to be furnished, and as to the requirements of the Contract Documents. It is mutually agreed that submission of a Bid shall be considered conclusive evidence that the Bidder has made such examination and has accepted the project site as a safe workplace to perform the Bidder's Work.

The Bidder is required to complete, sign, and submit AGENCY's Release of Liability Form prior to entering on AGENCY property. The form is included on the AGENCY'S website. The AGENCY will not allow any visitor/bidder access to AGENCY property without the Release of Liability Form being fully executed and submitted.

IB-08 LOCATION OF THE WORK

Refer to the Notice Inviting Bids.

IB-09 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, file, or be interested in more than one Bid for the same Work, unless alternative Bids are invited. A person, firm, or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not thereby disqualified from submitting a Bid, or quoting prices to other Bidders.

Reasonable grounds for believing that any Bidder is interested in more than one Bid for the Work will cause the rejection of all Bids in which said Bidder is interested. If there is reason to believe that collusion exists among the Bidders, none of the participants in such collusion will be considered.

IB-10 INTERPRETATION OF CONTRACT DOCUMENTS/RESTRICTION

Discrepancies or omissions in, and/or questions about, the Contract Documents shall be submitted to the Agency in writing as indicated in the Notice Inviting Bids.

The Bidder, by submission of his/her Bid, confirms he/she has familiarized himself/herself with the Contract Documents and has found them fit and sufficient for the purpose of preparing his/her Bid.

IB-11 ADDENDA

Any addenda or clarifications supplementing the Contract Documents and issued prior to the time set for the opening of Bids, and/or forming a part of the documents furnished to the Bidder for the preparation of his/her Bid, shall be covered in the Bid and shall be a part of the Contract Documents. Addenda will be uploaded to PlanetBids. Please note that bidders are responsible for receipt of all addenda. To this end, each Bidder should visit PlanetBids to verify that it has received all Addenda issued, if any, prior to the Bid opening. Bidder shall sign and return the acknowledgment form of all addenda (if any) with the submitted Bid. Failure to sign and include acknowledgment of all addenda within the Bid could render the Bid nonresponsive and the AGENCY may act to bar award of the Contract to any bidder that did not sign and return acknowledgments of all addenda.

IB-12 ALTERNATE BIDS

If alternate bid item(s) are called for in the Contract Documents, the lowest Bid will be determined on basis of the base bid only unless otherwise specified in the Notice Inviting Bids. The time required for completion of the alternative bid item(s) has been factored into the Contract Time and no additional time will be allowed for performing any of the alternative bid item(s). The AGENCY may elect to include one or more of the alternate bid items, or to otherwise remove certain Work from the scope of Work. Accordingly, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

IB-13 DESIGNATION OF SUBCONTRACTORS

Pursuant to the State law, the Bidder must designate the name, location of place of business, California contractor license number, and public works contractor registration number of each subcontractor who will perform labor or render services to the Bidder in

or about the construction of Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent ($\frac{1}{2}\%$) of the Bidder's Total Bid Price or, in case of bids or offers for construction of streets and highways, including bridges, in excess of one-half of one percent ($\frac{1}{2}\%$) of the Bidder's Total Bid Price or ten thousand dollars (\$10,000), whichever is greater. The Bidder shall provide information of the subcontractor's name, location of place of business, California contractor license number, public works contractor registration number, and a portion of Work each subcontractor will perform on the Designation of Subcontractors form provided within the Bid Documents. Bidders may submit any other information regarding subcontractors the contractor is required to list under this subdivision, other than the subcontractor's name, location of business, and California contractor license number, and public works contractor registration number to the AGENCY up to 24 hours after the deadline for submitting bids.

IB-14 WITHDRAWAL OF BIDS

Prior to the bid closing deadline, a Bid may be electronically withdrawn by the Bidder. Any request to withdraw a bid after bid closing must be made in accordance with Public Contract Code section 5100 et seq. and must be submitted in writing within five (5) working days, excluding Saturday, Sundays and State holidays, specifying in detail how the mistake was made.

IB-15 OPENING AND COMPARISON OF BIDS

Bids will be received by the AGENCY via the PlanetBids electronic bid management system up to the date and time shown in the Notice Inviting Bids. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bid results are immediately available to the public at the closing deadline on the AGENCY's website in the electronic bid management system. Bid results will also be available immediately following bid opening at the Santa Clarita Valley Water Agency – Operations Department, c/o Cheryl Ann Villegas, 23780 No. Pine Street, Newhall, CA 91321.

IB-16 AWARD OR REJECTION OF BIDS

If award is made, the AGENCY will award based primarily on the lowest overall cost to the AGENCY, and the award will be made to the lowest responsive, responsible Bidder who has complied with the Instructions to Bidders and with the provisions of the advertised Notice Inviting Bids. Unless otherwise indicated, a single award will not be made for less than all the bid items in an individual bidding schedule. The AGENCY reserves the right to reject any or all bids and to waive any irregularities or informalities of any bid. The competency and responsibility of Bidders as evidenced by the information accompanying the Bids, which will be subject to verification, will be considered in making the award. The AGENCY may reject any Bid which, in its opinion when compared to other bids received or to the AGENCY's internal estimates, does not accurately reflect the cost to perform the Work. The AGENCY may reject as non-

responsive any bid which unevenly weighs or allocates costs, including but not limited to overhead and profit, to one or more particular bid items.

Award, if award is made, will be made within ninety (90) days of the opening of sealed Bids. No Bidder may withdraw his Bid within such period, even if a Notice of Award is given to another Bidder.

Once the AGENCY notifies the Bidder of the award, the Bidder will have fifteen (15) calendar days from the date of the award to execute the Contract and supply the AGENCY with an executed contract and all of the required bonds, evidence of insurance and other materials.

As required herein the successful Bidder shall execute the Contract included with the bid documents in the amount determined in accordance with the Contract Documents. The AGENCY may require appropriate evidence that the persons executing the Contract are duly authorized to do so on the Contractor's behalf.

Immediately after making an award, the AGENCY will issue a Notice of Award and mail the notice to the Bidder to whom such award is made.

Upon the AGENCY's execution of a Contract or rejection of Bids, the AGENCY will return to Bidders the Bid guarantee instrument which accompanied their Bids.

IB-17 BID PROTESTS

Submitted bids will be timely made available for review upon written request of any bidder. Bidders may file a "protest" of Bid with the AGENCY. The protest must:

- A. Be filed in writing with the AGENCY at 23780 No. Pine Steet, Newhall, CA 91321, Attention: James Saenz, Water Systems Supervisor, Project Manager.
- B. Be filed before 5:00 p.m. on the fifth (5th) business day following the date on the notice of intended award or the notice of intent to reject, or the date of the award, whichever occurs first.
- C. Shall include the name, address and telephone number of the person representing the protesting party.
- D. Clearly identify the specific irregularity or other basis for the protest.
- E. Clearly identify the specific AGENCY staff determination or recommendation being protested.
- F. Specify, in detail, the legal grounds of the protest and the facts supporting the protest.
- G. Include all relevant supporting documentation with the protest at time of filing.

If the protest does not meet all of these requirements, the AGENCY may reject it without further review.

If the protest is timely and complies with all of the above requirements, the AGENCY will review and will issue a decision on the protest.

The procedure and time limits set forth herein are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

IB-18 MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference will be held for the project at the time and place noted in the Notice Inviting Bids. The project will be discussed, and there will be a tour of the project site.

The plans and specifications will not be available for purchase at the pre-bid conference. Prospective bidders must attend the mandatory pre-bid conference, and attendance is a condition precedent to submittal of a bid. The AGENCY will not consider a bid from any Bidder not represented at the mandatory pre-bid conference as indicated in the sign-in sheet maintained by the AGENCY. Attendance at the pre-bid conference by subcontractors is not required.

Any person, unless already bound by a current contract with the AGENCY, prior to entering AGENCY property, including the pre-bid conference must complete, sign and submit AGENCY's Release of Liability Form. AGENCY's Release of Liability Form is available, upon request, at the reception desk and as an Appendix to the Contract Documents. The AGENCY will not allow any visitor/prospective bidder access to Agency property without the Release of Liability Form being fully executed and submitted.

IB-19 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors and subcontractors may not perform Work on a public works project with a subcontractor who is ineligible to perform Work on a public works project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing Work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor shall be returned to the AGENCY. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor used on the Work.

IB-20 IRAN CONTRACTING ACT CERTIFICATION

Each Bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code Section 2200 *et seq.* with the Bid. The certification form is included in the Bid Documents.

IB-21 PREVAILING WAGES

The AGENCY has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this Work is to be

performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at the AGENCY or may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public Work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the Bidder's and its subcontractors' current registration with the Department of Industrial Relations. Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification, attesting to the facts contained therein. Failure to submit this Certification with the Bid may render the Bid non-responsive. Each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form. In addition, each Bidder shall provide the workers classifications for the Bidder and for each listed subcontractor on the provided Bidder Worker Classifications Form and Subcontractor Classifications Form.

In accordance with Labor Code section 1773.3, the AGENCY will provide notice of the award to the Department of Industrial Relations. The Bidder who is awarded the Contract shall submit to the AGENCY any information requested by the AGENCY to complete the form, including but not limited to identification of the worker classifications for the Bidder and all listed subcontractors. Failure or refusal to provide the requested information prior to execution of the Contract may result in forfeiture of the Bidder's Bid deposit or bond to the AGENCY, and the AGENCY may award the Contract to the next lowest responsive and responsible Bidder or may call for new Bids.

IB-22 INSURANCE; BONDS

The successful Bidder shall procure and maintain insurance in the form and in the amount specified in the Contract Documents.

Within the time specified in the Contract Documents, the successful Bidder shall deliver to the AGENCY two identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the AGENCY and included in the Contract Documents. Failure to do so may, in the sole discretion of AGENCY, result in the forfeiture of the Bid Security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business in the State of California and satisfactory to the AGENCY. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Bid Price. At the AGENCY'S discretion, it may allow Performance and Payment Bonds to be executed with digital signatures, in accordance with the same requirements of those Bid Bonds submitted and executed electronically. If allowed, the successful Bidder and surety agree that the Performance and Payment Bonds are authorized, and enforceable despite being submitted and signed electronically, and both waive any challenge to the form and/or validity of the bonds.

IB-23 SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The AGENCY will retain a percentage of each

progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the AGENCY will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

IB-24 INFORMATION REQUIRED OF BIDDERS FORM

Each Bidder shall complete the Information Required of Bidders Form provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the Bid to be rejected as non-responsive. The AGENCY reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the AGENCY that the Bidder is qualified to properly carry out the terms of the Contract.

IB-25 SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing Work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents. Bidders shall include all applicable taxes and fees in their bid price.

END OF SECTION

BID FORM

Bidder: _____

AGENCY BOARD
SANTA CLARITA VALLEY WATER AGENCY
27234 Bouquet Canyon Road
Santa Clarita, CA 91350

Gentlepersons:

Pursuant to the attached Notice Inviting Bids, the undersigned Bidder hereby declares that it has carefully examined the location of the proposed Work, and has examined the Contract Documents, including all drawings, specifications, and all addenda, if any, for the following Work:

OLYMPIAN TANKS 1 AND 4 EXTERIOR REPAINTING PROJECT

We hereby propose and agree, on award by the AGENCY under this Bid, and in accordance with the provisions therein stated, to execute the Contract Documents, provide specification-required bonds and insurance documents, to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Work in strict accordance with the Contract Documents and within the time hereafter set forth, at the prices set in the electronically submitted Bid Schedule.

Item No.	Qty	Item Description	Unit	Unit price	Amount
1	1	Mobilization (Not to exceed 5% of Total Base Bid Price)	LS	\$	\$
2	1	Tank 1: Exterior surface preparation work, including the proper disposal of all waste in accordance with plans and specifications	LS	\$	\$
3	1	Tank 1: Exterior paint application and coatings work.	LS	\$	\$
4	1	Tank 4: Exterior surface preparation work, including the proper disposal of all waste in accordance with plans and specifications	LS	\$	\$

5	1	Tank 4: Exterior paint application and coatings work.	LS	\$	\$
6	1	Demobilization	LS	\$	\$

TOTAL BASE BID PRICE (Item No.'s 1 through 6) \$ _____

Bidder shall not enter "N/A" on any bid item. Also, Bidder shall not modify or cross out any of the bid item descriptions and/or quantities. Please enter a dollar amount for each bid item.

The undersigned agrees that the electronic bid accompanied by this Bid Form constitutes a firm offer to the AGENCY which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the AGENCY and a third party, whichever is earlier.

The undersigned acknowledges understanding and full consideration of the electronically issued addenda to the Contract Documents.

The undersigned has carefully examined the location of the proposed Work and has read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the proposed Work. The undersigned has checked the above amount and understands that the AGENCY will not be responsible for any errors or omissions on the part of the undersigned in making this Bid.

It is agreed that this Bid may not be withdrawn under any circumstances whatsoever within a period of ninety (90) days after the date set for the opening thereof.

The undersigned understands that the AGENCY reserves the right to reject any or all bids and to waive any informality in bids received that in the judgment of the AGENCY is to the best interest of the AGENCY. The AGENCY will determine the lowest responsive, responsible Bidder as defined in the Instruction to Bidders.

Bidder has submitted a Bid bond or check (certified or cashiers) for not less than ten percent (10%) of the total Base Bid amount of this Bid, and the undersigned agrees that, in case of his/her default in timely executing the contract or timely providing the specification-required bonds and insurance documents after award and due notice thereof, the said check or bond and the money payable thereon shall become and remain the property of the AGENCY as liquidated damages, without proof of actual loss. It is agreed that the AGENCY's actual damages would be impracticable and extremely difficult to determine and said liquidated damages amount is reasonable. If the Bid Bond is submitted electronically with digital signatures in accordance with the Instruction to Bidders, the undersigned and surety agree that the Bid Bond is authorized and enforceable despite being submitted and signed electronically and both waive any challenge to the form and/or validity of the Bid Bond.

In accordance with the specifications, the undersigned further agrees to so plan the Work and to prosecute it with such diligence that said Work shall be commenced within fifteen (15) days after the date established by the AGENCY in its Notice to Proceed. The CONTRACTOR shall

diligently prosecute all portions of the Work to completion, tested and ready for service, by the dates defined in the Special Conditions.

The undersigned is aware of and understands the liquidated damages provisions of the agreement as specified in the General Conditions and in the Special Conditions. The undersigned certifies that the amount of reverse liquidated damages represents a fair and reasonable estimate of the amount of daily damages that the undersigned would incur as a result of an unreasonable delay.

The undersigned agrees, if awarded the Contract, that payment shall be made by the undersigned and by all subcontractors under him/her to all laborers, workers, and mechanics employed in the execution of such Contract, or any subcontract thereunder, not less than the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which the Work is to be performed, as ascertained and determined, pursuant to the State statute thereto applicable.

The estimated quantities for unit items are for bidding purposes only and the AGENCY makes no representation that the actual quantities of work performed will not vary from estimate.

Each of the bid items must be filled in and completed. The amount is for the work completed and includes any and all sales taxes and levies which may be applicable.

Note: The Bids will be evaluated, and the Contract will be awarded to the lowest responsive, responsible bidder based on the Base Bid Price.

In case of discrepancy between the unit price and the item cost set for a unit price item, the item cost, calculated at the unit price multiplied by the estimated quantity, shall prevail and shall be utilized as the basis for determining the lowest, responsive, and responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Price" column, then the amount set forth in the "Item Price" columns for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the AGENCY may recalculate the bid price on basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment for the unit price items shall be determined by the AGENCY from measured quantities of work performed.

Bidder has examined copies of the following Addenda (receipt of which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____

The undersigned has carefully examined the location of the proposed Work and has read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the proposed Work. The undersigned has checked the above amount and understands that the AGENCY will not be responsible for any errors or omissions on the part of the undersigned in making this Bid.

It is agreed that this Bid may not be withdrawn under any circumstances whatsoever within a period of ninety (90) days after the date set for the opening thereof.

The undersigned understands that the AGENCY reserves the right to reject any or all bids and to waive any informality in bids received that in the judgment of the AGENCY is to the best interest of the AGENCY. The AGENCY will determine the lowest responsive, responsible Bidder as defined in the Instruction to Bidders.

Enclosed herein is a Bid bond or check (certified or cashiers) for not less than ten percent (10%) of the total Base Bid amount of this Bid, and the undersigned agrees that, in case of his/her default in timely executing the contract or timely providing the specification-required bonds and insurance documents after award and due notice thereof, the said check or bond and the money payable thereon shall become and remain the property of the AGENCY as liquidated damages, without proof of actual loss. It is agreed that the AGENCY's actual damages would be impracticable and extremely difficult to determine and said liquidated damages amount is reasonable.

In accordance with the specifications, the undersigned further agrees to so plan the Work and to prosecute it with such diligence that said Work shall be commenced within fifteen (15) days after the date established by the AGENCY in its Notice to Proceed. The CONTRACTOR shall diligently prosecute all portions of the Work to completion, tested and ready for service, by the dates defined in the Special Conditions.

The undersigned is aware of and understands the liquidated damages provisions of the agreement as specified in the General Conditions and in the Special Conditions. The undersigned certifies that the amount of reverse liquidated damages represents a fair and reasonable estimate of the amount of daily damages that the undersigned would incur as a result of an unreasonable delay.

The undersigned agrees, if awarded the Contract, that payment shall be made by the undersigned and by all subcontractors under him/her to all laborers, workers, and mechanics employed in the execution of such Contract, or any subcontract thereunder, not less than the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which the Work is to be performed, as ascertained and determined, pursuant to the State statute thereto applicable.

BIDDER'S REPRESENTATIONS

1. DECLARATION OF LICENSE STATUS. The Bidder declares that it possesses a valid State of California Class A, General Engineering Contractor license, at the time of submitting this bid, as follows:

Contractor's License Number _____

Classification _____

License Expiration Date _____

2. NON-COLLUSION DECLARATION. In accordance with Section 7106 of the Public Contracts Code, Bidder is required to execute the following Non-Collusion Declaration.

NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of
_____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [date], at _____ [city],
_____ [state].

Signature: _____

Name: _____

Title: _____

3. BIDDER'S SIGNATURE
(RE: Bid and
representations)

Contractor: _____

Signature: _____

Name/Title: _____

Business Address: _____

Business Tel: _____

Dated _____

Home Office Address (if different from above):

**NOTARY ACKNOWLEDGMENT OF
NON-COLLUSION DECLARATION IS
REQUIRED**

Telephone _____

Signing of Bid

If the Bid is made by an individual, it shall be signed by him/her; if made by a partnership, it shall be signed with the partnership name by a partner, who shall also sign his/her name and list all other partners; and if made by a corporation, it shall be signed by a duly authorized officer or officers, with their titles specified, and with the corporation's state of incorporation listed.

DESIGNATION OF EQUIPMENT OR MATERIAL MANUFACTURERS
(do not show dealer or supplier unless specifically called for below)

Pursuant to Public Contract Code Section 3400(c), the AGENCY, in order to ensure continuous operation of the AGENCY'S facility and to facilitate maintenance of the essential facilities, is standardizing the products, things or services to be provided under this Contract to match the products, things, or services in use in the facility. The AGENCY is designating the following sole source materials, products, things or services by specific brand or trade name to be provided by the CONTRACTOR under the Contract. The brand or trade names of such sole source materials, products, things, or services are specified below. No substitutions will be allowed for these items.

Spec. Section	Product/Equipment Description	Brand or Trade Name
	<i>See Technical Specifications</i>	

The Bidder states that the manufacturer of each listed item of equipment or material proposed by the CONTRACTOR for use on this project will be as listed below:

Spec. Section	Description	Equipment or Material Manufacturers/Fabricators (Name one only)

The CONTRACTOR must include in the space provided, the name of the equipment or material manufacturer he/she has used in determining his/her base bid which will be used by the CONTRACTOR in constructing the project. If the CONTRACTOR does not fill in any of the

spaces, it will be considered that the CONTRACTOR has selected the first-named manufacturer as his/her selection for those spaces not filled in.

After the opening of bids, no changes or substitutions from those listed manufacturers will be allowed without the express written approval of the AGENCY. If such change is permitted by the AGENCY, it will be evaluated in accordance with provisions of the Contract Documents pertaining to substitutions and equals.

It is the responsibility of the CONTRACTOR to furnish materials and equipment meeting the requirements of the project specifications, and acceptance of the bid does not constitute nor imply approval of items proposed. The AGENCY reserves the right to deny approval of any equipment or materials which do not comply with project specifications even though listed herein. AGENCY approval of changes in equipment or material suppliers shall not change or modify in any way CONTRACTOR's obligation to complete all Work at the prices set forth in the Bid.

DESIGNATION OF SUBCONTRACTORS

Each Bidder shall set forth on provided Designation of Subcontractors Form: 1) the name, the location of the place of business and California contractor license number of each subcontractor who will perform labor, fabricate a portion of the Work or improvement according to detailed drawings in the project plans, or render service to the CONTRACTOR in or about the construction of the Work; and 2) the portion of the Work which will be done by each such subcontractor who will perform work or labor or render services to the CONTRACTOR in or about the construction of the Work in an amount in excess of one-half of one percent ($\frac{1}{2}$ %) of the CONTRACTOR's Total Bid Price.

Notwithstanding the forgoing, if the work involves streets and highways, or bridge work then the CONTRACTOR shall list each subcontractor who will perform work or labor or render services to CONTRACTOR in or about the work in excess of one-half of one percent ($\frac{1}{2}$ %) of the CONTRACTOR's Total Bid Price or ten thousand dollars (\$10,000), whichever is greater.

If the CONTRACTOR fails to specify a subcontractor for a portion of the Work, or if more than one subcontractor is specified for the same portion of Work, then the CONTRACTOR shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself. Note that alternative subcontractors for the same work are not permitted under the California Public Contract Code.

CONTRACTOR or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, unless currently registered with the Department of Industrial Relations (DIR) and qualified to perform public work pursuant to Section 1725.5 of Labor Code.

Each Bidder shall complete and submit on the provided Subcontractor Workers Classifications Form the following: 1) business name of each subcontractor will perform labor, fabricate a portion of the Work, or render services in or about the construction of the Work; 2) registration number with the DIR for each subcontractor; 3) subcontractor designated contact person name, title, phone number and e-mail address and 4) subcontractor worker classifications will be utilized for the Work.

In accordance with Section 4100 to Section 4113, inclusive, of the Public Contract Code of the State of California and with Section 1725.5 of the Labor Code, as amended, the following is submitted concerning subcontractors:

(Attach additional pages, if needed, for listing all required information.)

SUBCONTRACTORS DESIGNATION FORM

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number & Class	DIR Registration Number	% of the Work

SUBCONTRACTORS WORKERS CLASSIFICATIONS FORM					
Subcontractor Business Name					
Subcontractor Registration Number with DIR					
Contact Person Name					
Contact Person Title					
Contact Person Phone Number					
Contact Person E-mail Address					
Workers Classifications					
☐	ASBESTOS	☐	BOILERMAKER	☐	BRICKLAYERS
☐	CARPET/LINOLEUM	☐	CEMENT MASONS	☐	DRYWALL FINISHER
☐	ELECTRICIANS	☐	ELEVATOR MECHANIC	☐	GLAZIERS
☐	LABORERS	☐	MILLWRIGHTS	☐	OPERATING ENG
☐	PILE DRIVERS	☐	PIPE TRADES	☐	PLASTERERS
☐	SHEET METAL	☐	SOUND /COMM	☐	SURVEYORS
☐	TILE WORKERS	☐		☐	CARPENTERS
☐		☐		☐	DRYWALL/LATHERS
☐		☐		☐	IRON WORKERS
☐		☐		☐	PAINTERS
☐		☐		☐	ROOFERS
☐		☐		☐	TEAMSTER
☐		☐		☐	

Subcontractor Business Name					
Subcontractor Registration Number with DIR					
Contact Person Name					
Contact Person Title					
Contact Person Phone Number					
Contact Person E-mail Address					
Workers Classifications					
☐	ASBESTOS	☐	BOILERMAKER	☐	BRICKLAYERS
☐	CARPET/LINOLEUM	☐	CEMENT MASONS	☐	DRYWALL FINISHER
☐	ELECTRICIANS	☐	ELEVATOR MECHANIC	☐	GLAZIERS
☐	LABORERS	☐	MILLWRIGHTS	☐	OPERATING ENG
☐	PILE DRIVERS	☐	PIPE TRADES	☐	PLASTERERS
☐	SHEET METAL	☐	SOUND /COMM	☐	SURVEYORS
☐	TILE WORKERS	☐		☐	CARPENTERS
☐		☐		☐	DRYWALL/LATHERS
☐		☐		☐	IRON WORKERS
☐		☐		☐	PAINTERS
☐		☐		☐	ROOFERS
☐		☐		☐	TEAMSTER
☐		☐		☐	

SUBCONTRACTORS WORKERS CLASSIFICATIONS FORM					
Subcontractor Business Name					
Subcontractor Registration Number with DIR					
Contact Person Name					
Contact Person Title					
Contact Person Phone Number					
Contact Person E-mail Address					
Workers Classifications					
☐	ASBESTOS	☐	BOILERMAKER	☐	BRICKLAYERS
☐	CARPET/LINOLEUM	☐	CEMENT MASONS	☐	DRYWALL FINISHER
☐	ELECTRICIANS	☐	ELEVATOR MECHANIC	☐	GLAZIERS
☐	LABORERS	☐	MILLWRIGHTS	☐	OPERATING ENG
☐	PILE DRIVERS	☐	PIPE TRADES	☐	PLASTERERS
☐	SHEET METAL	☐	SOUND /COMM	☐	SURVEYORS
☐	TILE WORKERS	☐		☐	CARPENTERS
☐		☐		☐	DRYWALL/LATHERS
☐		☐		☐	IRON WORKERS
☐		☐		☐	PAINTERS
☐		☐		☐	ROOFERS
☐		☐		☐	TEAMSTER
☐		☐		☐	

Subcontractor Business Name					
Subcontractor Registration Number with DIR					
Contact Person Name					
Contact Person Title					
Contact Person Phone Number					
Contact Person E-mail Address					
Workers Classifications					
☐	ASBESTOS	☐	BOILERMAKER	☐	BRICKLAYERS
☐	CARPET/LINOLEUM	☐	CEMENT MASONS	☐	DRYWALL FINISHER
☐	ELECTRICIANS	☐	ELEVATOR MECHANIC	☐	GLAZIERS
☐	LABORERS	☐	MILLWRIGHTS	☐	OPERATING ENG
☐	PILE DRIVERS	☐	PIPE TRADES	☐	PLASTERERS
☐	SHEET METAL	☐	SOUND /COMM	☐	SURVEYORS
☐	TILE WORKERS	☐		☐	CARPENTERS
☐		☐		☐	DRYWALL/LATHERS
☐		☐		☐	IRON WORKERS
☐		☐		☐	PAINTERS
☐		☐		☐	ROOFERS
☐		☐		☐	TEAMSTER
☐		☐		☐	

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

Failure to complete all information may render bid non-responsive.

The Bidder authorizes the AGENCY to use the information provided on these Bid forms and/or obtained from the Project Owners listed below to evaluate the Bidder's responsibility.

NOTE: Where Bidder is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

1. Name of Bidder _____

2. Type, if Entity: _____

3. Bidder's Address: _____

4. Bidder's Telephone Number: _____

5. Bidder's Email: _____

6. How many years has Bidder's organization been in business as a Contractor?

7. How many years has Bidder's organization been in business under its present name?

8. Under what other or former names has Bidder's organization operated?

9. If Bidder's organization is a corporation, answer the following:

9.1 Date of Incorporation: _____

9.2 State of Incorporation: _____

9.3 President's Name: _____

9.4 Vice-President's Name(s) _____

9.5 Secretary's Name: _____

9.6 Treasurer's Name: _____

10. If an individual or a partnership, answer the following:

10.1 Date of Organization: _____

10.2 Name and address of all partners (state whether general or limited partnership):

11. If other than a corporation or partnership, describe organization and name principals:

12. List other states in which Bidder's organization is legally qualified to do business:

13. What type of work does the Bidder perform with its own forces?

14. Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

15. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization that failed to complete a contract? If so, attach a separate sheet of explanation:

16. Bidder has never been disqualified or otherwise prevented from bidding on a project funded by an agency of the federal government, any state, or any local agency, except as follows:

(List any exceptions and reasons therefore. Use attachments, if necessary).

17. Bidder, as a CONTRACTOR, has never failed to satisfactorily complete an awarded contract except as follows:

18. Has CAL OSHA cited and assessed penalties against Bidder for any “serious”, “willful” or “repeat” violations of its safety or health regulations in the past five years? **NOTE: If Bidder has filed an appeal of a citation, and the California Occupational Safety and Health Appeals Board has not yet ruled on Bidder’s appeal, Bidder need not include information about it.**

_____ Yes _____ No

If “yes”, attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, and the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

B. CONTRACTOR

List and describe the projects that are similar in size, scope and complexity to the Work to demonstrate the Contractor's ability to perform the required Work. Reference the Notice Inviting Bids for minimum requirements. Attach additional pages if needed for listing additional completed projects.

B.1

Project Name: _____

Name of Project Owner: _____

Location: _____

Year Completed: _____

Description of Contractor's
Work: _____

Contract Amount: _____

Person to Contact: Name: _____

Telephone No.: _____

B.2

Project Name: _____

Name of Project Owner: _____

Location: _____

Year Completed: _____

Description of Contractor's
Work: _____

Contract Amount: _____

Person to Contact: Name: _____

Telephone No.: _____

C. CONTRACTOR'S SUPERINTENDENT

The Bidder shall identify the Superintendent to be assigned to this project. List and describe the project that is similar in size, scope and complexity to the Work to demonstrate the Superintendent's ability to perform the required Work. Reference the Notice Inviting Bids for minimum requirements. Attach additional pages if needed for listing additional completed projects.

C.1

Superintendent's Name: _____

Project Name: _____

Name of Project Owner: _____

Location: _____

Year Completed: _____

Description of Contractor's
Work: _____

Contract Amount: _____

Person to Contact: Name: _____

Telephone No.: _____

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List General Contractor's Project Manager (PM) name, and Superintendent name:

2. Summarize General Contractor's PM's and Superintendent's experience/education:

3. List the General Contractor's PM and Superintendent's years of construction experience relevant to the project:

Bidder agrees that personnel named in this Bid will remain on this project in their designated capacities until completion of all Work, unless replaced by personnel of equivalent experience and qualifications and approved in advance by the AGENCY.

Additional Bidder's Statement:

If Bidder feels that there is additional information which has not been requested in the questionnaire above, and which would contribute to the qualifications review, it may add that information in statement here or on an additional sheet, appropriately marked:

E. VERIFICATION AND EXECUTION

These Bid forms shall be executed only by a duly authorized official of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder: _____

By: _____
Signature

Name: _____
Print

Title: _____

Dated: _____

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the CONTRACTOR certifies subject to penalty for perjury that the option checked below relating to the CONTRACTOR's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

☐ The CONTRACTOR is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or
- (ii) a financial institution that extends, for forty five (45) days or more, credit in the amount of twenty millions dollars (\$20,000,000) or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Agency has exempted the CONTRACTOR from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the CONTRACTOR for the Work does not exceed one million dollars (\$1,000,000).

Signature: _____

Name/Title: _____

Contractor: _____

Date: _____

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of two hundred fifty thousand dollars (\$250,000) or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

EXECUTIVE ORDER N-6-22 CERTIFICATION

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the AGENCY funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the AGENCY with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The contractor hereby certifies, SUBJECT TO PENALTY OF PERJURY, that a) the contractor is not a target of any economic sanctions against Russian and Russian entities and individuals as described in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the contractor. This certification is made under the laws of the State of California.

Signature: _____

Printed Name: _____

Title: _____

Contractor: _____

Date: _____

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: Y___ N___

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature_____

Name and Title_____

Dated_____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

BIDDER WORKERS CLASSIFICATIONS FORM							
Contractor Business Name							
Contact Person Name							
Contact Person Title							
Contact Person Phone Number							
Contact Person E-mail Address							
Workers Classifications							
☐	ASBESTOS	☐	BOILERMAKER	☐	BRICKLAYERS	☐	CARPENTERS
☐	CARPET/LINOLEUM	☐	CEMENT MASONS	☐	DRYWALL FINISHER	☐	DRYWALL/LATHERS
☐	ELECTRICIANS	☐	ELEVATOR MECHANIC	☐	GLAZIERS	☐	IRON WORKERS
☐	LABORERS	☐	MILLWRIGHTS	☐	OPERATING ENG	☐	PAINTERS
☐	PILE DRIVERS	☐	PIPE TRADES	☐	PLASTERERS	☐	ROOFERS
☐	SHEET METAL	☐	SOUND /COMM	☐	SURVEYORS	☐	TEAMSTER
☐	TILE WORKERS						

BID BOND

[Note: Not required when other form of Bidder's Security, e.g., certified check or cashier's check, accompanies bid.]

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (hereinafter called the "Principal") has submitted its Bid dated _____, 20____, for **OLYMPIAN TANKS 1 AND 4 EXTERIOR REPAINTING PROJECT** to the Santa Clarita Valley Water Agency, 27234 Bouquet Canyon Road, Santa Clarita, CA 91350 (hereinafter called "Obligee"), the Bid, by reference thereto; being hereby made a part hereof.

NOW THEREFORE, we Principal, _____ and _____ a corporation duly organized under the laws of the State of _____ having its principal place of business at _____ in the State of _____ and admitted to conduct surety business in the State of California, (hereinafter called the "Surety"), are held and firmly bound unto the Obligee, on order, in the sum of \$ _____ Dollars, (\$ _____) [being at least ten percent (10%) of the total amount of Principal's bid price] lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

If Principal's Bid is rejected or, in the alternate, if the Bid is accepted and the Principal signs and delivers a Contract and furnishes evidence of insurance and Performance Bond and Payment Bond, all in the Form and within the time requested by the Contract Documents, then this obligation shall become null and void, otherwise the same shall remain in full force and effect and upon default of the Principal shall be forfeited to the Obligee, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal shall be the amount of this obligation as herein stated, as liquidated damages.

The Surety, for value received, hereby agrees that the obligations of Surety and its bond shall not be impaired or affected by any extension of the time within which the Obligee may accept the bond, and the Surety hereby waives notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay, in addition to the sum set forth above, all costs incurred by the Obligee in such suit, including reasonable attorney's fees and expert witness fees, to be fixed by the court, in addition to the penal sum of the Bond.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

Contractor/Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Note: Signature of person executing for Surety must be notarized and evidence of corporate authority attached. An original Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THE FOLLOWING INFORMATION IS MANDATORY

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- .. Individual
- .. Corporate Officer

Title(s)

Title or Type of Document

- .. Partner(s)
 - .. Limited
 - .. General

Number of Pages

- .. Attorney-In-Fact
- .. Trustee(s)
- .. Guardian/Conservator
- .. Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

CERTIFICATE FOR WORKERS' COMPENSATION INSURANCE

(Required by Section 1861, California Labor Code)

TO: Santa Clarita Valley Water Agency

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require 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.

Name of Bidder

Signature

Name

Title

Dated

Signing of Security for Compensation Certificate

If the Bid is made by an individual, the Certificate shall be signed by him/her; if made by a partnership, the Certificate shall be signed with the partnership name by a partner, who shall also sign his/her name and list all other partners; and if made by a corporation, the Certificate shall be signed by a duly authorized officer or officers, with their titles specified, and with the corporation's state of incorporation listed.

CONTRACT AGREEMENT

THIS CONTRACT is made this _____ day of _____, 2026, in the County of Los Angeles, State of California, by and between the Santa Clarita Valley Water Agency, State of California, hereinafter called the "OWNER" or the "AGENCY," and _____, hereinafter called the "CONTRACTOR."

WITNESSETH: That the AGENCY and CONTRACTOR have mutually covenanted and agree, and by these presents do covenant and agree with each other as follows:

1. Scope of Work: That for and in consideration of the covenants and agreements hereinafter contained on the part of the AGENCY, and the sums of money hereinafter designated to be paid to the CONTRACTOR by the AGENCY in the manner and form as hereinafter in attached specifications provided, the CONTRACTOR hereby covenants and agrees to and with the AGENCY, to provide all labor, tools, appliances, equipment, plant and transportation, and any and all other expenses necessary or incidental to the performance of certain work hereinafter specified, and to provide, construct, and complete all of the Work required in strict compliance with the Contract Documents as specified below in section 4 for the OLYMPIAN TANKS 1 AND 4 EXTERIOR REPAINTING PROJECT all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the AGENCY, and identified by the signatures of the parties to this Agreement.
2. Time of Performance: Time is of the essence in the performance of the Work. In accordance with the specifications, the undersigned further agrees to plan the work and to prosecute it with such diligence that said work shall be commenced within fifteen (15) days after the date established by the AGENCY in its Notice to Proceed, and the entire project shall be completed, tested and ready for service as defined in the Special Conditions, paragraph SC-3. The undersigned further agrees to pay to the AGENCY liquidated damages for each and every calendar day that the work remains incomplete for each phase. Liquidated damages shall be as provided for in General Conditions, paragraph GC-6 and Special Conditions, paragraph SC-4.
3. Contract Price: The AGENCY shall pay to the CONTRACTOR as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars (\$_____). Payment shall be made as set forth in the General Conditions. CONTRACTOR agrees that its additional compensation for any unreasonable delay caused by the AGENCY shall be limited to the amount of reverse liquidated damages as provided for in General Conditions, paragraph GC-9, and Special Conditions, paragraph SC-4, and CONTRACTOR agrees such amount represents a fair and reasonable estimate of the daily damages that CONTRACTOR would incur as a result of such delay.
4. Component Parts: This Contract shall consist of the following documents, or "Contract Documents", each of which is on file in the office of the AGENCY and all of which are incorporated herein and made a part hereof by reference thereto:
 - (a) This Contract Agreement
 - (b) Notice Inviting Bids
 - (c) Instructions to Bidders

- (d) Contractor's Bid Form
- (e) Designation of Subcontractors
- (f) Designation of Equipment or Material Manufacturers
- (g) Information Required of Bidders
- (h) Iran Contracting Act Certification
- (i) Executive Order N-6-22 Certification
- (j) Non-Collusion Declaration
- (k) Bid Bond
- (l) Certificate for Workers' Compensation Insurance
- (m) Public Works Contractor Registration Certification
- (n) Performance Bond
- (o) Payment (Labor and Materials) Bond
- (p) General Conditions
- (q) Special Conditions
- (r) Technical Specifications
- (s) Addenda
- (t) Approved and Fully Executed Change Orders
- (u) Prevailing Wage Scale
- (v) Any other documents contained in or incorporated into the Contract

5. Prevailing Wage Scale: CONTRACTOR shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the DISTRICT's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.
6. General Provisions: This Contract shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the parties. The Contract shall be governed by and construed in accordance with the laws of the State of California. This Contract is the complete Contract between the parties, and any modification hereto will be effective only if it is in writing and signed by the party to be charged.
7. Provisions Required by Law and Contractor Compliance: Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The CONTRACTOR shall comply with all requirements of applicable federal, state, and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties,
on the day and year above written.

SANTA CLARITA VALLEY WATER AGENCY

[INSERT NAME OF CONTRACTOR]

By: _____
KEITH ABERCROMBIE
ASSISANT GENERAL MANAGER

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
LETICIA QUINTERO
EXECUTIVE ASSISTANT

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of _____)

On _____ before me, _____,

Date

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Santa Clarita Valley Water Agency (hereinafter referred to as "Agency") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **OLYMPIAN TANKS 1 AND 4 EXTERIOR REPAINTING PROJECT** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contracts"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, Contractor is required to furnish a bond in connection with the contract described above; providing that if Contractor or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Contractor and _____ as Surety, a corporation organized and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto the Agency in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Agency in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Agency and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Contractor and Surety above named, on the _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

CONTRACTOR: _____ SURETY: _____

Signature

Signature

Printed Name

Printed Name

Title: _____

Title: Attorney in Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. An original Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THE FOLLOWING INFORMATION IS MANDATORY

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of _____)

On _____ before me, _____,
*Date Here Insert Name and Title of the Officer*personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of _____)

On _____ before me, _____,
*Date Here Insert Name and Title of the Officer*personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Santa Clarita Valley Water Agency (hereinafter referred to as "Agency") has awarded to _____, (hereinafter referred to as the "Contractor") a contract for **OLYMPIAN TANKS 1 AND 4 EXTERIOR REPAINTING PROJECT** (hereinafter referred to as the "Work").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Work dated _____, (hereinafter referred to as "Contract"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contracts to perform the terms thereof and to furnish a bond for the faithful performance of said Contracts.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto the Agency in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contracts and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Agency, its officers and agents, as stipulated in said Contracts, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contracts, unless otherwise provided for in the Contracts, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by Agency, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Agency from loss or damage resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Agency's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by Agency in enforcing such obligation.

Whenever Contractor shall be, and is declared by the Agency to be, in default under the Contracts, the Surety shall, within 30 days of the Agency's written demand, remedy the default pursuant to the Contracts, or, at the Agency's option:

- (1) Take over and complete the Work in accordance with all terms and conditions in the Contracts; or
- (2) Obtain a bid or bids for completing the Work in accordance with all terms and conditions in the Contracts and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Agency, and make available as work progresses sufficient funds to pay the cost of completion of the Work, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Agency under the Contract and any modification thereto, less any amount previously paid by the Agency to the Contractor and any other set offs pursuant to the Contracts.
- (3) Permit the Agency to complete the Work in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Work, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Agency under the Contract and any modification thereto, less any amount previously paid by the Agency to the Contractor and any other set offs pursuant to the Contracts.

Surety expressly agrees that the Agency may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Work nor shall Surety accept a bid from Contractor for completion of the Work if the Agency, when declaring the Contractor in default, notifies Surety of the Agency's objection to Contractor's further participation in the completion of the Work.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contracts or to the Work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contracts or to the Work and the provisions of Section 2819 and 2845 of the California Civil Code.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

CONTRACTOR: _____ SURETY: _____

Signature

Signature

Printed Name

Printed Name

Title: _____

Title: Attorney in Fact _____

Signatures of those signing for the Principal and Surety must be notarized and evidence of corporate authority attached. An original Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THE FOLLOWING INFORMATION IS MANDATORY

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officerpersonally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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State of California)

County of _____)

On _____ before me, _____,

Date

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

SANTA CLARITA VALLEY WATER AGENCY

**STANDARD
GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

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GC-1. DEFINITIONS

The following terms shall be as defined herein when used in these Specifications or the Contract Documents.

Acceptable, Acceptance. The words "Acceptable," "Acceptance" or the words of similar import shall be understood to be the acceptance of the AGENCY or the REPRESENTATIVE.

Addenda. Written or graphic instruments issued prior to the execution of the Contract Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications, or corrections.

Agency. The words "AGENCY," "Contracting Agency" or "Owner" refer to the Santa Clarita Valley Water Agency, a public entity, the governing body of which is termed the Board of Directors.

Applicable Laws. The term "Applicable Laws" means laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by federal, state or local governmental Authorities or private authorities with jurisdiction (including utilities)..

Bid. The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder. Any person, firm, or corporation submitting a Bid for the Work.

Bonds. Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR's surety in accordance with the Contract Documents.

Change Order. A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

Contract. The word "Contract" shall mean the "Contract Documents."

Contract Date. The term "Contract Date" shall mean the date established by the Notice to Proceed with the Work.

Contract Documents. The words "Contract Documents" shall mean all of the documents, etc. listed as items (a) through (v), inclusive in Paragraph 4 of the Contract Agreement. Each of these items is to be considered by reference as part of the Contract Agreement.

Contract Price. The total monies payable to the CONTRACTOR under the terms and conditions of the Contract Documents.

Contract Time. The number of calendar days stated in the Contract Documents for the completion of the Work, as adjusted in accordance with the Contract Documents.

Contractor. The word "CONTRACTOR" means the person, firm, or corporation with whom the Contract Agreement is made by the AGENCY for the performance of the Work herein described. The CONTRACTOR shall be on the Work site at all times or represented by a foreman or duly designated agent. Instructions and information tendered by the AGENCY's representative to the CONTRACTOR's superintendent or agent on the Work site shall be considered as having been received by the CONTRACTOR.

Critical Supply Shortage. An unusual shortage in materials that is (a) supported by documented proof that CONTRACTOR made every effort to obtain such materials from all available sources and standard prices; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with standard and reasonably anticipated prices at the time of bid taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by CONTRACTOR at the time it submitted its bid or entered the Contract. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage.

Days. The word "Days" shall mean calendar days, unless specifically noted otherwise.

Drawings. "Drawings" shall mean Plans.

Engineer. The term "Engineer" refers to the person or firm designated by the AGENCY as its engineering representative.

Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters affecting the Work; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work, only to the extent such strikes and other organized labor action are beyond the control of CONTRACTOR and its Subcontractors, of every Tier, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (6) a Critical Supply Shortage. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of state, local and other governmental authorities, including the AGENCY when acting in its governmental capacity.

Furnish. The term "furnish" shall mean "supply only, do not install."

Install. The term "install" shall mean "install or apply only, do not furnish."

Project. The term "project" shall mean the planning, design, development, financing, construction, and completion of the public work of improvement, which includes, but is not necessarily limited to the Work. The Project may include construction that will be performed by others directly or through separate contracts.

Provide. The term "provide" shall mean "furnish, install, connect, test and make ready for use."

Recyclable Waste Materials. The words "Recyclable Waste Materials" shall mean materials removed from the Site which are required to be diverted to a recycled center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, dirt, rock, sand, wood, drywall, cardboard, metals, etc.

Representative. The word "REPRESENTATIVE" shall mean the person or firm authorized in writing by the AGENCY to represent it during the performance of the Work by the CONTRACTOR. The Representative means the Representative or its duly authorized assistants.

Specifications. That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

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, including suppliers and equipment manufacturers.

Work. The entire improvement proposed by the AGENCY to be constructed in whole, or in part, pursuant to the Contract Documents.

GC-2. CONTRACT AGREEMENT

The bidder to whom award is made shall execute a written Contract Agreement and required supplementary documents and submit them to the AGENCY within fifteen (15) days after award. The Contract Agreement shall be made in the form adopted by the AGENCY and incorporated in these Specifications.

If the bidder to whom award is made fails to enter into the Contract and provide the required bond and insurance documents, as herein provided, the Bid Guarantee will become the property of the AGENCY, and an award may be made to the next lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made will be required, before the Contract is finally executed, to furnish evidence of its corporate existence and evidence that the officer signing the Contract and bonds for the corporation is duly authorized so to do in the form of a notarized acknowledgement attached to the Contract Agreement with the corporation seal affixed thereto.

In accordance with California Business and Professions Code, Section 7030, contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

If any part of the Work to be done under this Contract is sub-contracted, the subcontract shall be in writing and shall provide that all work to be performed there under shall be performed in accordance with the terms of the Contract Agreement. Certified copies of any or all subcontracts will be furnished to the AGENCY prior to commencing any Work under said subcontract. The subcontracting of any or all of the Work to be done will in no way relieve the CONTRACTOR of any part of his responsibility under the Contract.

Where a portion of the Work sublet by the CONTRACTOR is not being prosecuted in a manner satisfactory to the AGENCY, the subcontractor shall be removed immediately on the request of the AGENCY, and shall not again be employed in the Work.

The CONTRACTOR shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the AGENCY; and the CONTRACTOR shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner.

If the CONTRACTOR shall without previous written consent, assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or any of the monies to become due under the Contract, to any other person, company, or other corporation, the Contract may at the option of the AGENCY, be terminated, revoked, and annulled, and the AGENCY shall thereupon be relieved and discharged from any and all liability and obligations growing out of the Contract to the CONTRACTOR, and to its assignee or transferee.

CONTRACTOR shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the AGENCY. Any assignment without the written consent of the AGENCY shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

At the discretion of the AGENCY, and subject to the provisions hereof, subcontractors may be permitted to such extent as shall be shown to be necessary or definitely advantageous to the principal CONTRACTOR in the prosecution of the Work and without injury to the interests of the AGENCY.

The re-subletting of Work by a subcontractor shall be subject to the same limitations as an original subletting. In general, the brokering of Work will not be favored, and the subletting of the entire Contract, or of substantial complete units of it, will be permitted only upon an adequate showing of necessity involving some new condition not reasonably foreseeable at the time of the Bid. No subcontract will be permitted which has the effect of avoiding the residence or wage requirements or any other provisions of the Contract Documents.

Individual subcontractors, or members of contracting or subcontracting organizations engaged in any way upon the Work, shall be subject to all the requirements of these Contract Documents inclusive of wages, hours of work per day and per week, employment of aliens and character of workers, and to all other conditions of the Contract Documents applicable to employees working for wages.

In accordance with California Business and Professions Code, Section 7059, when the CONTRACTOR is a "specialty contractor" (as defined by California Business and Professions Code, Section 7058), all of the Work to be performed outside of said CONTRACTOR's license specialty shall be performed by a licensed subcontractor in compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Section 4100 et seq.).

Reference is hereby made to the provisions of Chapter 4 of Part 1, Division 2, of the Public Contract Code of the State of California, commencing with Section 4100. As required by the provisions of said Chapter 4, each Bidder shall set forth in its Bid: (a) the name and location of the place of business of each subcontractor who will perform Work or labor or render service to the CONTRACTOR in or about the construction of the Work or improvement in an amount in excess of one half of one percent ($1/2$ of 1%) of the CONTRACTOR's total Bid price; and (b) the portion of the Work which will be done by each subcontractor. The CONTRACTOR shall list only one subcontractor for each portion as is defined by the CONTRACTOR in its Bid.

If the CONTRACTOR fails to specify a subcontractor or if the CONTRACTOR specifies more than one subcontractor for the same portion of Work to be performed under the Contract in excess of one half of one percent ($1/2$ of 1%) of the CONTRACTOR's total Bid, the CONTRACTOR agrees that it is fully qualified to perform that portion itself, and that it shall perform that portion itself. The attention of the Bidder is directed to the other provisions of said Chapter 4, and the penalties therein provided. Notwithstanding the compliance therewith, the AGENCY's acceptance of the Bid shall not constitute authority to the CONTRACTOR to sublet or subcontract any of the Work to any subcontractor so named in the Bid, but permission to subcontract any portion of the Work to any subcontractor so named in the Bid shall be within the discretion of the AGENCY, as provided in Subsection 1 hereof.

No contractor whose Bid is accepted shall substitute the name of any subcontractor previously specified in the contractor's Bid absent full compliance with the Subletting and Subcontracting Fair Practices Act found in Chapter 4 of Part 1, Division 2, of the Public Contracts Code of the State of California, commencing with Section 4100. As required by those provisions, substitution of a listed subcontractor may not occur absent notice to the listed subcontractor and a reasonable opportunity for that subcontractor to object, and, thereafter, consent by the AGENCY to the substitution.

A copy of each subcontract, if in writing, or if not in writing then a written statement signed by the CONTRACTOR giving the name of the subcontractor and the terms and conditions of such subcontract, shall be filed with the AGENCY before the subcontractor begins work. Each subcontract shall contain a reference to the Contract between the AGENCY and the CONTRACTOR and the terms of that Contract and all parts thereof shall be made a part of such subcontract insofar as applicable to the Work covered thereby. Each subcontract shall provide for its annulment by the CONTRACTOR if in the AGENCY's opinion the subcontractor fails to comply with the requirements of the principal Contract insofar as the same may be applicable to this Work.

CONTRACTOR shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between AGENCY and subcontractor or other person or organizations having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of the AGENCY to pay or see to the payment of any monies due and subcontractor or other persons or organizations, except as may otherwise be required by law. AGENCY may furnish to any subcontractor or other person or organizations, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

Neither the AGENCY, the Engineer/Architect, nor any other officer or authorized assistant or agent of the AGENCY, or the Engineer/Architect shall be personally responsible for any liability arising under the Contract.

The CONTRACTOR shall comply with provisions of the Labor Code Section 1777.1 or 1777.7. Any contract on a public works project entered into between a CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public monies for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a CONTRACTOR on the project shall be returned to the AGENCY. The CONTRACTOR shall be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

GC-3. BONDS

The successful bidder shall, at the time of signing the Contract, furnish surety bonds of a surety company or companies admitted to conduct surety business in the State of California and satisfactory to the AGENCY, and made payable to the Santa Clarita Valley Water Agency. In the event surety is deemed by the AGENCY in its reasonable judgment not to be satisfactory, AGENCY may obtain any insurance or surety protection it believes to be roughly equivalent of the contract requirement, and CONTRACTOR shall pay to AGENCY the full costs thereof within (30) days of any billing thereof from AGENCY.

The payment bond shall be in an amount equal to one hundred percent (100%) of the Contract Price, shall be on the mandatory form included in these Contract Documents, and shall be for payment of just claims for materials, labor, and subcontractors employed by the CONTRACTOR thereon.

The performance bond shall be in an amount equal to one hundred percent (100%) of the Contract Price, shall be on the mandatory form included in these Contract Documents, and shall be as Surety for the faithful performance of the Contract including its guarantee provisions, and for the fulfillment of such other requirements as may be provided by law. The performance bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship, and payment of damages sustained by the AGENCY on account of such defects, pursuant to the Contract Documents.

Attorneys-in-fact, who sign Bid bonds or contract bonds, must file with each bond a certified and effectively dated copy of their power of attorney.

The surety company shall familiarize itself with all of the conditions and provisions of this Contract, and it waives the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased Work, or of the cancellation of the Contract, or of any other act or acts by the AGENCY or its authorized agents under the terms of this Contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligations under this Contract.

GC-4. WRITTEN NOTICE AND SERVICE THEREOF

Any notice to any party relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is actually and physically received by said party at his last given address, or delivered in person to the said party or his authorized representative on the Work.

GC-5. COMMENCEMENT OF WORK AND TIME ALLOWED FOR COMPLETION

The CONTRACTOR shall commence Work covered by this Contract within fifteen (15) days after the date specified in the Notice to Proceed from the AGENCY. The said date in the Notice to Proceed may be either a date certain, or a date to be established and determined by the AGENCY with reference to delivery and acceptance of materials that AGENCY is purchasing for the Work. Note: If the CONTRACTOR does not provide the AGENCY with insurance documents as described in Paragraph GC-10 within fifteen (15) days after award, and if AGENCY in its absolute discretion chooses not to avail itself of its rights under the Bid Bond, then it is agreed between AGENCY and CONTRACTOR that all time periods for completion of Work of the project and on components thereof shall be reduced one calendar day for every day of CONTRACTOR delay in submission of complete insurance documents, including submission of all policy endorsements referenced in Paragraph GC-10 of the General Conditions.

The CONTRACTOR shall not commence Work, nor incur any expense in connection therewith, before the date described in the Notice to Proceed. The AGENCY shall have no liability to CONTRACTOR for any of his Work or expense prosecuted or incurred, nor for any lost profit, before that date.

The CONTRACTOR shall diligently pursue the Work and complete the Work as specified within the time limits as set forth in the Bid and/or in the Instructions to Bidders. The time allowed for Work completion includes an allowance for adverse weather.

Consequently, AGENCY and CONTRACTOR agree that weather experienced by CONTRACTOR shall not be the basis for an extension in the said time allowed for completion, except as described in Subparagraph GC-9 (b), below.

The CONTRACTOR shall give the AGENCY written notice not less than seven (7) calendar days in advance of the actual date on which the Work will be started. The CONTRACTOR shall be entirely responsible for any delay in the Work which may be caused by his failure to give such notice.

GC-6. FAILURE TO COMPLETE THE WORK IN THE TIME AGREED UPON: LIQUIDATED DAMAGES

The CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the CONTRACTOR and the AGENCY, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial and other conditions prevailing in this locality.

Pursuant to Section 53069.85 of the Government Code, if the CONTRACTOR neglects, fails or refuses to complete the Work within the time herein specified, or within any proper extension thereof granted by the AGENCY, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this Contract, to pay to the AGENCY the amount specified in Contract Documents, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the Work. The AGENCY may deduct the amount of such liquidated damages from any payments due or which may become due the CONTRACTOR under the Contract.

The amount of liquidated damages has been fixed and agreed upon by and between the CONTRACTOR and the AGENCY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the AGENCY would in such event sustain; and said amount is agreed to be a reasonable estimate of the amount of damages which the AGENCY would sustain and said amount shall be retained from time to time by the AGENCY from current progress payments.

It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract. The CONTRACTOR will be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the Work beyond the time named in the Bid, Information for Bidders and Special Conditions for the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strike, shortage of materials, freight embargoes, utility relocations as provided herein, and adverse weather, or delays of subcontractors due to such causes.

CONTRACTOR may only request extensions of the Contract Time in accordance with the Contract Documents, including GC-9 and GC-68.

GC-7. GUARANTEE OF WORK

The CONTRACTOR does hereby unconditionally guarantee all equipment, materials and workmanship furnished, installed or provided pursuant to these Contract Documents--for a period of two (2) years after AGENCY acceptance of the entire Work. CONTRACTOR agrees to repair and/or replace, at CONTRACTOR's sole cost and expense, and to the satisfaction of AGENCY, any and all workmanship that is defective or improperly done, plus any and all equipment and/or materials that may be defective or improperly installed. CONTRACTOR agrees, further, to commence at the field location such repairs and/or replacements within five (5) days after receipt of written notice from AGENCY, and to work with diligence toward the completion of such repairs and/or replacements.

CONTRACTOR agrees to honor any AGENCY claim based on this guarantee. In the event CONTRACTOR shall fail to honor a claim or to diligently complete the AGENCY-requested repairs and/or replacements, then AGENCY may itself undertake and complete the repairs and/or replacements. CONTRACTOR agrees to pay the AGENCY's determination of the full costs of such AGENCY completed Work within ten (10) days of receipt of an AGENCY invoice therefore.

The AGENCY, notwithstanding the foregoing notice procedure, may make repairs and/or replacements to the CONTRACTOR's Work without sending notice to CONTRACTOR where, in the opinion of the AGENCY, delay would cause hazard to health or potentially serious loss, damage or injury to property or persons. CONTRACTOR agrees to pay the AGENCY's determination of the full costs of such repairs within ten (10) days of receipt of an AGENCY invoice therefore.

AGENCY agrees to promptly pay CONTRACTOR, on the same cost basis as "extra work", for any work of CONTRACTOR done pursuant to AGENCY's request which, in the opinion of AGENCY, is determined not to have been necessitated by CONTRACTOR workmanship that was defective or improperly done, or by CONTRACTOR furnished equipment and/or materials that were defective or improperly installed. The determination of AGENCY shall be binding on CONTRACTOR unless such determination is wholly arbitrary and capricious.

AGENCY and CONTRACTOR agree that Work under the Contract Documents includes this guarantee of CONTRACTOR, and also that CONTRACTOR's Faithful Performance Bond, to the fullest extent permitted by law, covers this obligation of CONTRACTOR for two (2) years after acceptance by AGENCY of CONTRACTOR's completion of the entire Work subject to the terms, conditions and limitations as set forth in the Faithful Performance Bond.

This Guarantee of Work shall not be construed as a limitation on any remedies that the AGENCY may have under California Statutes and/or general principles of law.

This Guarantee of Work shall not limit the AGENCY's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The AGENCY specifically reserves all rights related to defective work, including, but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

GC-8. PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction the AGENCY will conduct a pre-construction conference. At the pre-construction conference the AGENCY will review the construction schedule, methods and

procedures with the CONTRACTOR and other interested parties.

GC-9. DELAYS

- a. **Excusable Delays.** If any delay to the construction critical path schedule is not due to the fault or negligence of the CONTRACTOR, the CONTRACTOR shall be entitled to an equivalent extension of time only, and not for damages or additional costs, except as otherwise provided herein. Application for extension of time by the CONTRACTOR shall be in accordance with Paragraph GC-68 and shall specify in detail the cause of delay, and shall be made in writing within five (5) days of the commencement of the delay. CONTRACTOR agrees that it shall not submit a late application for an extension of time, and further, agrees that any such late applications shall not entitle or provide the legal basis for CONTRACTOR to claim or receive any extension of time to complete this Contract Agreement. The decision of the AGENCY with regard to such requests shall be final, unless shown by the CONTRACTOR to have been made on a totally arbitrary and capricious basis.

This Paragraph GC-9 shall be implemented compatibly with the provisions of Paragraph GC-26, "SUSPENSION OF WORK."

Notwithstanding the provisions above, the CONTRACTOR shall not be liable for damages or delays caused by the removal or relocation of utilities when such removal or relocation is the responsibility of the AGENCY or the owner of the utility, under Government Code Section 4215.

It is the responsibility of the CONTRACTOR to order materials required for the Work properly and promptly on Notice to Proceed. If evidence presented demonstrates that, in spite of the CONTRACTOR's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

In the event that a suspension of Work is ordered because of failure on the part of the CONTRACTOR to carry out orders given or to perform any provisions of the Work, such suspension of Work shall not relieve the CONTRACTOR of its responsibility to complete the Work within the time limit set forth in the Bid, Information for Bidders and Special Conditions, and shall not be considered cause for extension of the time for completion, and further, such suspension of Work shall not entitle the CONTRACTOR to any additional compensation.

CONTRACTOR shall not be charged liquidated damages, and the AGENCY shall not be responsible to CONTRACTOR, for any critical path delays resulting from a Force Majeure Event. If a delay to the critical path results from a Force Majeure Event, the CONTRACTOR will be entitled to a time extension but will not receive an adjustment to the Contract Price or any other compensation.

b. **Force Majeure Events**

- a. **CONTRACTOR'S Rights.** If a Force Majeure Event materially affects CONTRACTOR'S ability to perform the Work, CONTRACTOR shall have the right to:

- i. Suspend performance of the Work if the Work temporarily cannot be performed as a result of the Force Majeure Event.
 - ii. Request an extension of the Contract Time to the extent that the Force Majeure Event, or a related suspension of the Work, causes a delay to the critical path. CONTRACTOR shall not be entitled to any compensation for the delay.
 - iii. Request an increase to the Contract Price only if: (1) the Force Majeure Event directly causes the CONTRACTOR to incur additional costs in performing the Work, (2) the added costs could not have been foreseen at the time the CONTRACTOR submitted its bid, (3) the added costs are not otherwise the responsibility of the CONTRACTOR under the Contract Documents, and (4) the CONTRACTOR follows all contractual procedures related to a change order for a Contract Price increase for extra work. The CONTRACTOR shall not request an adjustment to the Contract Price for costs that are a result of delays due to the Force Majeure Event.
 - iv. Request an increase to the Contract Price if the Force Majeure Event is or results in a Critical Supply Shortage, and in response to CONTRACTOR'S request, the AGENCY directs the CONTRACTOR to either procure the materials at the increased price or to procure alternative materials that would be considered extra work.
 - v. Terminate the Contract, but only if the impact on CONTRACTOR'S performance resulting from the Force Majeure Event is so significant and material that, when viewed in the totality of the circumstances, CONTRACTOR'S performance is impossible or severely impracticable, in which case CONTRACTOR shall be entitled to payment for Work performed prior to termination but not for costs arising out of termination. When considering the totality of the circumstances, CONTRACTOR will not be entitled to termination if the Work may still be performed after a reasonable suspension, with changes in the means and methods of accomplishing the Work, with change orders enabling the Work to proceed, or with any other reasonable and practical means to enable continuance of the Work. A suspension of the Work shall be considered reasonable if it last no longer than the greater of (1) 60 days or (2) 25% of the Contract Time.
- b. **Agency's Rights.** In the instance of a Force Majeure Event, AGENCY shall have the right to:
- i. Order a suspension of the work, in which case CONTRACTOR shall be entitled to request an extension of time but shall not be entitled to compensation.
 - ii. Delay its performance, or the performance of any agents, consultants, inspectors, or others acting on behalf of the AGENCY, if the Force Majeure Event materially impacts such performance, in which case CONTRACTOR shall be entitled to request an extension of time but shall not be entitled to compensation.
 - iii. For a Critical Supply Shortage, either issue a deductive change order removing the materials or the Work related to the materials, order the Work to proceed using different materials, order the CONTRACTOR to procure the materials at the higher cost, or direct any combination of the above or any other action related to the Work.

iv. Direct the CONTRACTOR to take reasonable actions to protect the public health, safety or welfare or protect the Work from preventable damage.

v. Terminate the Contract for convenience.

c. **Limitations.** A Force Majeure Event shall not:

i. Result in an abandonment of the Contract, a cardinal change, or otherwise enable performance outside of the terms of the Contract Documents.

ii. Relieve the CONTRACTOR of any contractual procedures, including but not limited to notice and request procedures for change orders and the claims resolution procedures.

iii. Result in any adjustment to the Contract Time unless a delay resulting from the Force Majeure Event impacts the critical path.

iv. Entitle the CONTRACTOR to additional compensation due to market fluctuations in material costs, except to the extent an adjustment is allowed for a Critical Supply Shortage.

v. **Interpretation.** This is intended to clarify the rights of the parties during a Force Majeure Event and shall not be construed as a limitation on any rights of the parties otherwise set forth in the Contract Documents."

c. Adverse Weather. Adverse weather may constitute an Excusable Delay only if adverse weather (precipitation, temperature, wind, etc.) prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day and critical path construction activities were included in the day's schedule and the number of days of Adverse Weather in any month exceeds the prior five-year average for that month for the closest weather station published in "Climatological Data" by the National Ocean and Atmospheric Administration (NOAA).

d. Compensable Delays. CONTRACTOR shall be entitled to compensation for unreasonable delays if all of the following conditions are met: (1) the delay results in an extension of the critical path to completion of the Project that cannot otherwise be avoided or mitigated; (2) the delay is not concurrent with any non-compensable delay; (3) CONTRACTOR complies with all contractual prerequisites for time extensions and compensation including but not limited to the notice requirements in this Paragraph GC-9 and the change order procedures in Paragraph GC-68; (4) the delay results in actual costs to Contractor; and (5) the delay is caused by one of the following:

1. An error or omission in the Contract Documents caused by AGENCY and not as a result of CONTRACTOR's failure to conform to Contract Documents; or
2. The failure of the AGENCY to perform any Contract obligation where the failure to so perform is not the result of any default or misconduct of the CONTRACTOR; or
3. A materially differing site condition.

Where the Contract Time is extended as a result of extra work ordered by the AGENCY,

the extra work may be a basis for an extension of time if it affects the critical path but shall not be considered a delay and shall not be subject to compensation for a delay.

- e. Measure of Compensation. In accordance with Public Contract Code Section 7102 and Civil Code Section 1671, it is acknowledged by AGENCY and CONTRACTOR that if a compensable delay occurs, CONTRACTOR and its affected subcontractors are likely to suffer losses, which would be both extremely difficult and impracticable to ascertain. On that basis the AGENCY and CONTRACTOR have agreed, as a reasonable estimate of those losses and not a penalty, to the payment by AGENCY of liquidated damages in the amount set forth in the Special Conditions. Liquidated damages payable pursuant to this Section GC-9 constitute the sole and exclusive right and remedy for recovery from AGENCY of CONTRACTOR's or its subcontractors' losses resulting from a compensable delay, regardless of the cause, duration, or timing of the compensable delay.

GC-10. INSURANCE

The CONTRACTOR shall not commence Work pursuant to the Contract Documents until it has obtained and the Owner has approved all insurance required hereunder. In addition, the CONTRACTOR shall not allow any Subcontractor to commence work on its subcontract until such Subcontractor has obtained all required insurance, as provided in Section GC-10.b.12 below.

- a. Insurance Requirements for Contractors - CONTRACTOR shall procure and maintain for the duration of the Contract until final acceptance of the Work by the owner, or as specified below, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Work by the CONTRACTOR, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be borne by the CONTRACTOR.

Scope of Insurance - coverage shall at least be as broad as:

Insurance Services Office Commercial General Liability Coverage (as broad as ISO Occurrence Form No. CG 0001), including completed operations coverage, with no explosion, collapse or underground damage exclusions (XCU)

Insurance Services Office (as broad as ISO Occurrence Form No. CA 0001) covering Automobile Liability, Code 1 (any auto) or in the alternative, owned or scheduled autos plus non-owned and hired autos.

Workers' Compensation coverage, as required by the Labor Code of the State of California, including an "all states" endorsement and employer's liability coverage.

(For Contracts with Construction/Builders Risk exposures) Course of construction (builders risk) insurance or an installation floater, covering for "all risk" or special form causes of loss for limits equal to 100% of the completed value of contract, including coverage for explosion, collapse, underground excavation and removal of lateral support, with coverage to continue until final acceptance of the Work by Owner. At the discretion of Owner, the requirement for such coverage may include additional protection for Earthquake and/or Flood. Owner shall be included as an insured on such policy. The CONTRACTOR shall provide the Owner with a copy of the policy for Builder's Risk insurance coverage.

Minimum Limits of Insurance:

Liability insurance:

General liability: \$2,000,000 per occurrence, \$4,000,000 general aggregate \$4,000,000 completed operations aggregate

Automobile liability: \$1,000,000 per accident combined single limit

Employer's liability \$1,000,000

Excess liability limits shall be no less than ten million dollars (\$10,000,000) per occurrence/claim/or accident, through any combination of primary and excess or umbrella insurance policies and shall apply above the other liability coverage.

Workers' Compensation limits shall be statutory as required by the Labor Code of the State of California and shall be no less than one million dollars (\$1,000,000).

Builder's Risk insurance shall provide limits equal to 100% of completed value of Project.

- b. Other Contractor Insurance Provisions - The policies specified herein are to contain, or be endorsed to contain, the following provisions:
1. Additional Insureds - The Owner, the Owner's Representative, the Engineer/Architect, and their directors, officers, officials, agents, employees, attorneys, consultants and volunteers are to be included as additional insureds on all third party liability policies, including automobile, general liability and excess or umbrella policies, for both on-going and completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds [via ISO endorsement at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; and automobiles owned, leased, hired or borrowed by the CONTRACTOR].
 2. Primary Insurance - The CONTRACTOR's insurance coverage, including any excess liability coverage, shall be primary insurance as respects all persons and entities to be named as Additional Insureds using the ISO CG 20 01 04 13 or coverage at least as broad for all liability arising out of the activities performed by or on behalf of the CONTRACTOR, including the Owner's general supervision of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied, leased or used by the CONTRACTOR. Any insurance, pool coverage, or self-insurance maintained by the Owner, the Owner's Representative and their directors, officers, officials, employees, attorneys, consultants, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 3. Waiver - All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Owner, the Owner's Representative and their directors, officers, officials, agents, employees, attorneys, consultants, and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to loss. CONTRACTOR waives its right of recovery against the Owner, the Owner's Representative and their directors, officers, officials, agents, employees, attorneys,

consultants, and volunteers for damages covered by insurance required by this Agreement. CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subcontractors.

4. The insurer issuing the Workers' Compensation insurance shall amend its policy to waive all rights of subrogation against any person or entity to be named as Additional Insured.
5. Enforcement of Contract Provisions - CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of Owner to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on Owner nor does it waive any rights hereunder.
6. Requirements not Limiting - Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
7. Notice of Cancellation - CONTRACTOR agrees to oblige its insurance broker and insurers to provide to Owner with 30 days written notice of cancellation (except for nonpayment for which 10 days' notice is required) or nonrenewal of coverage for each required coverage except for builder's risk insurance. The builder's risk policy will contain or be endorsed to contain a provision providing for 30 days written notice to Owner of cancellation or nonrenewal, except for nonpayment for which 10 days' notice is required.
8. Self-insured Retentions and Deductibles - CONTRACTOR agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to Owner. If contractor's existing coverage includes a deductible or self-insured retention, the self-insured retention must be declared to the Owner. The Owner may review options with the CONTRACTOR, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. CONTRACTOR agrees to be responsible for payment of any deductibles or self-insured retentions. Any deductible or self-insured retention must be declared to and approved by AGENCY. At the option of AGENCY, the INSURER shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insured, co-insurers, and/or insureds, and/or insureds other than the first named insured.
9. Proof of Insurance - The CONTRACTOR shall, at the time of the execution of the Agreement, present the original policies of insurance required by this Section, or present signed certificates of insurance with original additional insured endorsements effecting coverage required by this Contract, and a Workers' Compensation waiver of subrogation, showing the issuance of such insurance and the addition of insureds and other provisions required herein. CONTRACTOR shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.
10. The CONTRACTOR shall, at the expiration of any insurance policy required by the

Contract Documents, file a signed and completed renewal "Certificate of Insurance" and endorsements as required by this Contract. The Contractor's insurance shall apply separately to each insured against when claim is made or suit is brought, except with respect to the limits of the insurers liability.

11. Continuation of Coverage – CONTRACTOR shall procure and maintain for the duration of the contract and *for five (5) years thereafter*, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the work performance by CONTRACTOR, his agents, representatives, employees or subcontractors. The CONTRACTOR shall, upon demand of the AGENCY deliver evidence of coverage for at least five (5) years after completion of the Project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) including the General Liability, Additional Insured Endorsement and evidence of Waiver of Rights of subrogation against AGENCY (if Builder's Risk Insurance is applicable) to the agency at least 10 days prior to expiration.
12. Maintenance of Insurance - Should the CONTRACTOR neglect to obtain or maintain in force any such insurance for the duration of this contract, then it shall be lawful for the Owner to obtain and maintain such insurance, and the CONTRACTOR hereby appoints the Owner as its true and lawful attorney-in-fact to do all things necessary for this purpose. All money paid by the Owner for insurance premiums under the provisions of this Section shall be charged to the CONTRACTOR.
13. Acceptability of Insurers – Insurance is to be placed with insurers with a Best's rating of no less than A-: VII or equivalent as determined by the Owner.
14. Subcontractors – CONTRACTOR's contract with each subcontractor shall include (1) an agreement by the subcontractor to indemnify the Owner, its agents and representatives against, and defend and hold each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person or entity arising out of or in any manner directly or indirectly related to the operation or activities of the subcontractor in connection with the Work, including defense costs and attorney's fees; (2) insurance requirements for the subcontractor that are the same as the requirements imposed on the CONTRACTOR by this Section except as to limits, but limits shall be no less than [via as broad as ISO CG 20 38 04 13] (a) General liability: at least \$4,000,000 per occurrence, \$9,000,000 general aggregate and \$9,000,000 completed operations aggregate." (b) \$1,000,000 per accident for automotive, and (c) statutory limits for Worker's compensation, and; (3) a requirement that the subcontractor name the AGENCY as an insured on the subcontractors General Liability policy. CONTRACTOR shall be responsible to enforce compliance with these requirements, and all documentation establishing compliance shall be made available to the Owner upon request.
15. Compliance with Insurance Requirements – CONTRACTOR's obligation to obtain insurance coverage as set forth in Section GC-10 is separate and distinct from CONTRACTOR's obligation to indemnify, hold harmless and defend pursuant to Section GC-11. Compliance with the requirements of Section GC-10 shall not relieve CONTRACTOR of CONTRACTOR's obligations under Section GC-11.

GC-11. INDEMNIFICATION

To the fullest extent allowed by law, CONTRACTOR shall immediately defend (with counsel

acceptable to AGENCY), indemnify and hold the AGENCY, its officials, officers, agents, employees, and representatives free and harmless from:

A. Any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, regardless of whether the allegations are false, fraudulent, or groundless, arising out of or incident arising out of or in connection with the Work or this Contract, including claims made by subcontractors for nonpayment, and including without limitation the payment of all damages and attorney's fees and other related costs and expenses, and regardless of any negligence of the AGENCY or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the AGENCY or its officials, officers, employees, or authorized volunteers;

B. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of CONTRACTOR;

C. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of CONTRACTOR to faithfully perform the Work and all of CONTRACTOR's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

CONTRACTOR shall defend, at CONTRACTOR's own cost, expense and risk, with counsel acceptable to AGENCY, any and all such suits, actions or other legal proceedings of every kind that may be brought or instituted against AGENCY, its officials, officers, agents, employees and representatives. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against AGENCY, its officials, officers, agents, employees and representatives, in any such suit, action or other legal proceeding. CONTRACTOR shall reimburse AGENCY, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

GC-12. INSURANCE DURING GUARANTEE PERIOD

For all Work the CONTRACTOR or his subcontractors perform during the guarantee period, worker's compensation, public liability and property damage insurance and comprehensive general liability insurance shall remain in force in the same manner as provided for in Section GC-10, INSURANCE.

GC-13. RIGHTS OF ACTION

No right of action shall accrue upon or by reason of this Contract to or for the use or benefit of anyone other than the parties to this Contract. The parties to this Contract are the CONTRACTOR and the AGENCY.

GC-14. PERMITS AND FEES

The CONTRACTOR shall coordinate all aspects of this Work as well as associated inspections and other work. No building or grading permits are required for this project for facilities and structures described in the Contract Documents. The CONTRACTOR shall pay all fees associated with the conduct of his business such as business licenses.

Any permits, bonds, and licenses required for the performance of Work under this Contract and not specifically mentioned herein as having been obtained by the AGENCY shall be obtained and paid for by the CONTRACTOR. The CONTRACTOR shall pay all fees for required licenses.

GC-15. LANDS AND RIGHTS-OF-WAY

Work will be in the public right-of-way and in easements and lands obtained by the AGENCY. Easements will be permanent and temporary for the CONTRACTOR's access and construction work, as shown on the Drawings.

The AGENCY will not accept any responsibility for damage or loss of the CONTRACTOR's equipment or materials stored on any project related site caused by vandalism, nature, or otherwise, suffered by the CONTRACTOR. Protection of all construction equipment, stores, and supplies shall be the sole responsibility of the CONTRACTOR.

Where additional work space is desired by the CONTRACTOR, it shall be the CONTRACTOR's sole responsibility and expense to obtain such space for his use. The acquisition of any such work space shall be coordinated with the AGENCY and evidence for right of occupancy shall be provided.

GC-16. COMPLIANCE WITH LAWS

The CONTRACTOR shall keep himself and his subcontractors fully informed of all existing and future State and Federal laws and AGENCY and County ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials and equipment used in the Work, or which in any way affect the conduct of the Work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings or Specifications, or in this Contract, in relation to any such law, ordinance, regulation, order, or decree, the CONTRACTOR shall forthwith report the same to the AGENCY in writing. He shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the AGENCY, the REPRESENTATIVE, and all of their officers, agents, and servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by the CONTRACTOR himself or by his employees. Particular attention is called to the following:

- a. Prevailing Wage. The CONTRACTOR is aware of the requirements of Labor Code Section 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Work involves an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws.

The CONTRACTOR shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and

Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the Work available to interested parties upon request, and shall post copies at the CONTRACTOR's principal place of business and at the Site.

CONTRACTOR shall defend, indemnify and hold the AGENCY, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

The CONTRACTOR and subcontractor shall forfeit as a penalty to the AGENCY not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the CONTRACTOR.

CONTRACTOR shall post, at appropriate conspicuous points on the Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

- b. Payroll Records. Pursuant to Labor Code Section 1776, the CONTRACTOR and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. CONTRACTOR shall certify under penalty of perjury that records maintained and submitted by CONTRACTOR are true and accurate. CONTRACTOR shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

In accordance with Labor Code section 1771.4, the CONTRACTOR and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. CONTRACTOR shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

Any stop orders issued by the Department of Industrial Relations against CONTRACTOR or any subcontractor that affect CONTRACTOR's performance of Work, including any delay, shall be CONTRACTOR's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay subject to any applicable liquidated damages and shall not be compensable by the AGENCY. CONTRACTOR shall defend, indemnify and hold the AGENCY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against CONTRACTOR or any subcontractor.

The payroll records described herein shall be certified and submitted by the CONTRACTOR at a time designated by the AGENCY. The CONTRACTOR shall also provide the following:

- A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

- A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR or the AGENCY.

If not required to be submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR or any subcontractor shall not be marked or obliterated.

In the event of noncompliance with the requirements of this section, the CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the CONTRACTOR shall, as a penalty to the AGENCY, forfeit One Hundred Dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from Contract payments.

- c. Eight-Hour Day Limitation. In accordance with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code, State of California, and in particular Sections 1810 to 1815 thereof, inclusive, eight (8) hours labor shall constitute a day's work and no laborer, worker, or mechanic in the employ of said CONTRACTOR, or any subcontractor doing or contracting to do any part of the Work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day, and forty (40) hours in any one calendar week, except as provided for in Section 1815.

Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift, Monday through Friday, between the hours of 7:00 A.M. and 5:00 P.M, with no Work allowed on AGENCY-observed holidays, unless otherwise indicated in the Special Conditions and/or approved by the AGENCY.

The CONTRACTOR and each subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the Work contemplated by this Contract, which record shall be open at all reasonable hours to the inspection of the AGENCY or its officers or agents and to the Chief of the Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations their deputies or agents; and it is hereby further agreed that said CONTRACTOR shall forfeit as a penalty to the AGENCY, the sum of twenty-five dollars (\$25) for each laborer, worker, or mechanic employed in the execution of this Contract by him or by any subcontractor under him for each calendar day during which such laborer, worker, or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of this stipulation.

The following holidays will be observed by the AGENCY:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day

6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day After Thanksgiving
10. Christmas Day

The AGENCY's Operations and Maintenance Staff is working a 4/10 schedule working Monday through Thursday and other Agency Staff is working according to a 9/80 working schedule [nine (9) working days for a total of 80 hours over a two (2) week period, providing an off day on every other Friday]. The AGENCY offices are closed every other Friday and, on a Thursday if the Friday is a Holiday. CONTRACTOR shall coordinate construction activities that require Agency Staff's assistance according to the working schedule above.

No Work shall be done on Saturdays, Sundays and on holidays, unless otherwise indicated in the Special Conditions and/or approved by the AGENCY.

- d. Apprentices. Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968), 1777.6, and 1777.7 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor under him.

Section 1777.5 reads, in part, as follows:

"The CONTRACTOR or subcontractor covered by this section, that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards, but in no event less than the 1-to-5 ratio required. Upon proper showing by the CONTRACTOR that he or she employs apprentices in particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, the Administrator of Apprenticeship may grant a certificate exempting the CONTRACTOR from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade. This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or 40 hours per week, shall not be used to calculate the hourly ratio required by this section."

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (1) Unemployment for the previous three-month period in such area exceeds an average of 15 percent.
- (2) The number of apprentices in training in area exceeds a ratio of 1 to 5.

- (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis.
- (4) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman."

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

The CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if he or she employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The CONTRACTOR and any subcontractor under him shall comply with the requirements of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code in the employment of apprentices.

Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

- e. Labor Discrimination. Attention is directed to Section 1735 of the Labor Code, and other applicable provisions of law, the CONTRACTOR and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Work. The CONTRACTOR will take affirmative action to insure that employees are treated during employment or training without regards to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

By executing this Contract, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONTRACTOR. CONTRACTOR also verifies that it has not committed a violation of any such law within five (5) years immediately preceding the date of execution of this contract, and shall not violate any such law at any time during the term of the Contract. CONTRACTOR shall avoid any violation of any such law during the term of this contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONTRACTOR shall maintain records of each such verification, and shall make them available to the AGENCY or its REPRESENTATIVE for inspection and copy at any time during normal business hours. The AGENCY shall not be responsible for any costs or expenses related to CONTRACTOR's compliance with the requirements provided for in Paragraph GC-16(e).

To the same extent and under the same conditions as CONTRACTOR, CONTRACTOR shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for in the Paragraph GC-16(e).

Each person executing this contract on behalf of CONTRACTOR verifies that he or she is duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the AGENCY to terminate the Contract for cause: (1) failure of CONTRACTOR or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided in the Paragraph GC-16(e); (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under the Paragraph GC-16(e); or failure to immediately remove from the Work any person found not to be in compliance with such requirements.

- f. Worker's Compensation Insurance. The provisions of Paragraph GC-10 shall be considered as repeated herein.
- g. Lateral and Subjacent Supports. Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent supports, and wherever structures or improvements adjacent to the excavation may be damaged by such excavation, the CONTRACTOR shall comply with this law. As provided in Labor Code Section 6707, a separate bid item is provided for costs of shoring and bracing of excavations five feet or more in depth.
- h. Permits and Licenses. The CONTRACTOR shall obtain all required bonds, permits and licenses, except those permits and licenses specifically stated to be provided by the AGENCY, and give all notices necessary and incidental to the due and lawful prosecution of the Work.
- i. Safety Standards. The CONTRACTOR shall comply with provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) as set forth in Title 29, C.F.R., CAL/OSHA, and the regulations issued thereunder. Compliance shall be the CONTRACTOR's sole responsibility, and neither the AGENCY nor the REPRESENTATIVE shall have any liability for non-compliance. See Paragraph GC-23 for additional safety requirements.
- j. Compliance Monitoring Unit. Pursuant to Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations, Division of Labor Standards Enforcement, Compliance Monitoring Unit (CMU). The CONTRACTOR shall comply with all the labor compliance requirements under this contract and applicable provisions of the California Labor Code and California Code of Regulations. In bidding on this Project, it shall be the CONTRACTOR's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

CONTRACTOR shall post, at each job site, the notice required by Section 16451(d) of Title 8 of the California Code of Regulations. Template notices are available upon request by emailing a request to CMU@dir.ca.gov or at the following location:

District Office of the Division of Labor Standards Enforcement
1515 Clay Street, Suite 801
Oakland, CA 94612

CONTRACTOR and each subcontractor shall keep certified payroll records in accordance with Labor Code section 1776, and such records shall be submitted on the DIR forms electronically to the CMU.

- k. Pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, CONTRACTOR represents that it is aware of the registration requirement and is currently registered with the DIR. CONTRACTOR shall maintain a current registration for the duration of the Project. CONTRACTOR shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

GC-17. NOISE CONTROL

The CONTRACTOR shall comply with all applicable noise control regulations and the provisions of the California Environmental Quality Act (CEQA) documents for the project as follows. Increased noise impacts due to truck traffic, excavation equipment and repaving operations will be limited to the time period identified in the Special Conditions. Construction will be performed in accordance with applicable Occupational Safety and Health Act requirements and Los Angeles County's noise ordinance.

The CONTRACTOR shall use only such equipment on the Work, and in such state of repair, that the emission of sound therefrom is within the noise tolerance level of that equipment; as established by accepted standards of the industry. Should it be determined that the muffling device on any equipment used on the Work is ineffective or defective so that the noise tolerance of such equipment, as established by accepted standards of the industry, is exceeded, such equipment shall not, after such determination, be used on the Work until its muffling device is repaired or replaced so as to bring the noise tolerance level of such equipment within such standards.

GC-18. SITE CLEANUP

The CONTRACTOR shall regularly clean up the Work site to maintain safety for access and to avoid fire hazard. All scrap lumber, scrap metal, wire or other scrap building materials shall be regularly hauled away. The CONTRACTOR shall keep the construction site neat at all times.

Upon completion of the Work or in case of any earlier termination of the Contract, the CONTRACTOR shall remove from the vicinity of the Work, at the CONTRACTOR's sole cost and expense, all unused materials belonging to the CONTRACTOR or used under the CONTRACTOR's direction during construction and all temporary structures, rubbish and waste materials resulting from the CONTRACTOR's operation. The CONTRACTOR shall leave the premises in a neat and clean condition without holes or pitfalls. In the event of the CONTRACTOR's failure to perform his obligation under this paragraph, the AGENCY may

cause the same to be performed at the expense of the CONTRACTOR, and the CONTRACTOR's surety or sureties shall be liable therefor.

GC-19. TREES AND SHRUBS

The CONTRACTOR shall remove no trees or shrubs without written authorization of the AGENCY. Serious injuries to trees shall be avoided. No major roots shall be cut if, in the opinion of the AGENCY, such cutting would seriously injure or imperil the safety of the trees.

GC-20. ROADS AND FENCES

Roads subject to interference by the prosecution of the Work covered by this Contract shall be kept open, and the fences subject to interference shall be maintained by the CONTRACTOR until the Work is completed. Fences disturbed by the CONTRACTOR during the Work shall be replaced to their original condition unless specifically shown otherwise on the Drawings. Such signs and barricades as are required by local laws and as are necessary shall be provided.

GC-21. DUST CONTROL

During the performance of all Work under this Contract, the CONTRACTOR shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent his operations from producing dust damage and nuisance to persons and property. Any claims resulting from dust damage or nuisance shall be borne solely by the CONTRACTOR. Refer to the specific dust control requirements in Specification Division 1.

GC-22. SANITATION

The CONTRACTOR shall provide sanitary facilities for all persons working on the project. These facilities shall be kept clean and shall not be unsightly or produce odors. CONTRACTOR shall provide at least daily cleaning of sanitary facilities. Fixed or portable chemical toilets shall conform to the requirements of OSHA Standards for Construction, Section 1926.51 Subpart D.

GC-23. SAFETY

In accordance with generally accepted construction practices and State Law, the CONTRACTOR shall be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.

The CONTRACTOR shall provide emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. & 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

The services of the REPRESENTATIVE in conducting construction review of the CONTRACTOR's performance is not intended to include review of the adequacy of the CONTRACTOR's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site.

The CONTRACTOR is hereby informed that Work on the project could be hazardous. The CONTRACTOR shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All work and materials shall be in strict accordance with all applicable State, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements of CAL/OSHA. The CONTRACTOR shall be solely responsible for compliance with all County and State blasting requirements and for any damages caused by his operations.

Notwithstanding any classifications relative to the Tunnel Safety Orders, work within confined spaces on this project is subject to the definitions and applicable provisions of Section 5156 et seq., Title 8, California Administrative Code.

The CONTRACTOR shall so perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction.

Nothing in these Specifications is to be construed to permit work not conforming to governing codes. When Contract Documents differ from governing codes, the CONTRACTOR shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor tight or explosion proof electrical installation is required by code, this shall be provided. In accordance with the provisions of Section 6707 of the Labor Code, the CONTRACTOR shall provide adequate sheeting, shoring and bracing for employee protection, as provided in his Bid as a separate Bid Item.

Trenches Five Feet or More in Depth

1. The CONTRACTOR shall submit to the AGENCY, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards forth in the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations, and all costs therefor shall be included in the Contract Price. Nothing in this section shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose a tort liability on the AGENCY, any of its officers, officials, partners, employees, agents, consultants or volunteers. The AGENCY's review of the CONTRACTOR's excavation plan is only for general conformance to the Construction Safety Orders.
2. Prior to commencing any excavation, the CONTRACTOR shall designate in writing to the AGENCY the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

The CONTRACTOR shall prepare and submit to AGENCY the Contractor Safety Plan, for information.

GC-24. STATUS OF CONTRACTOR

It is stipulated and agreed that the CONTRACTOR shall be an independent contractor in the performance of this Contract and shall have complete charge of persons engaged in the performance of the Work. The CONTRACTOR shall perform the Work in accordance with his own methods, subject to compliance with the requirements of the Contract.

GC-25. SUPERINTENDENCE

The CONTRACTOR shall designate in writing, before starting Work, an authorized representative who shall have complete authority to represent and to act for the CONTRACTOR. Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract; and during periods when Work is suspended, arrangements acceptable to the AGENCY shall be made for any emergency work which may be required.

When the CONTRACTOR consists of two or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said CONTRACTOR shall designate in writing to the AGENCY, the name of their authorized representative who shall have supreme authority to direct the Work and to whom orders will be given by the AGENCY, to be received and obeyed by the CONTRACTOR.

Information shall include the representative's name, street address, town, and telephone number, and the mailing address if different from the street address.

The CONTRACTOR shall give his personal attention to and shall supervise the Work to the end that it shall be prosecuted faithfully; and when he is not personally present on the Work, he shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this Contract, and who shall have full authority to execute the same and to supply materials, tools, and labor without delay, and who shall be the legally appointed representative of the CONTRACTOR. The CONTRACTOR shall be liable for the faithful observation of any instructions tendered to him or to his authorized representative. The CONTRACTOR's Superintendent shall supervise the Work at all times while work is in progress, including work of any subcontractor and any delivery.

GC-26. SUSPENSION OF WORK

The AGENCY reserves the right to suspend the whole or any part of the Work herein specified if deemed to its interest to do so. Unless such delay is unreasonable under the circumstances involved, and not within the reasonable contemplation of the parties, then the CONTRACTOR's sole remedy for such suspension shall be an extension of time for completing the Work. Any suspension delay of up to 15% of the calendar days for job completion as set forth in the Notice to Proceed is hereby deemed and determined to be within the reasonable contemplation of the parties. The decision of the AGENCY in the implementation of this Section shall be final unless shown by the CONTRACTOR to have been made on a totally arbitrary and capricious basis.

GC-27. FAILURE TO PERFORM PROPERLY

If the CONTRACTOR should neglect to prosecute the Work properly or fail to perform any

provision of the Contract, the AGENCY, after five (5) days written notice to the CONTRACTOR, may, without prejudice to any other remedy the AGENCY may have, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due the CONTRACTOR.

GC-28. RIGHT TO TERMINATE CONTRACT

- a. Termination for Cause. The AGENCY may, without prejudice to any other right or remedy, serve written notice upon CONTRACTOR of its intention to terminate this Contract in whole or in part if the CONTRACTOR: (i) refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete the Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the Work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of the AGENCY; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate, and what actions, if any, CONTRACTOR may take to cure the breach. Within ten (10) Days after the service of such notice, CONTRACTOR shall remedy the breaches noted in the notice of intent to terminate or make arrangements acceptable to the AGENCY for the required corrective action. After expiration of the ten (10) Day period, AGENCY may terminate the Contract by providing a Notice of Termination to the CONTRACTOR. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work has been finished. The AGENCY may take over and complete the Work by any method it may deem appropriate, including enforcement of the Project Performance Bond. CONTRACTOR and its surety shall be liable to the AGENCY for any excess costs or other damages incurred by the AGENCY to complete the Work. If the AGENCY takes over the Work, the AGENCY may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the CONTRACTOR as may be on the Site.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to AGENCY.

- b. Termination for Convenience. The AGENCY may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the AGENCY determines that a termination is in the AGENCY's interest.

The CONTRACTOR shall terminate all or any part of the Work upon delivery to the CONTRACTOR of a Notice of Termination specifying that the termination is for the convenience of the AGENCY, the extent of termination, and the Effective Date of such termination. The Effective Date shall be no less than ten (10) days from the date of the Notice of Termination.

After receipt of Notice of Termination, and except as directed by the AGENCY, the CONTRACTOR shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1. Stop Work as specified in the Notice.

2. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
3. Leave the property upon which the CONTRACTOR was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
4. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.
5. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
6. Submit to the AGENCY, within ten (10) Days from the effective date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the CONTRACTOR for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the CONTRACTOR solely as a result of the AGENCY's exercise of its right to terminate this Contract pursuant to this clause, which costs the CONTRACTOR is authorized under the Contract documents to incur, shall: (i) be submitted to and received by the AGENCY no later than thirty (30) days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the AGENCY's Termination for Convenience."
7. CONTRACTOR shall be entitled to receive only the amounts payable under this section, and CONTRACTOR specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages, loss of anticipated profits or revenue or other economic loss. The provisions in this section are in addition to and not in limitation of any other rights or remedies available to the AGENCY.

Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.

If the AGENCY terminates CONTRACTOR for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, CONTRACTOR shall be entitled to receive only the amounts payable under this section, and CONTRACTOR specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

Notwithstanding any other provision of this sections, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, AGENCY may immediately order CONTRACTOR to cease Work until such safety or liability issues are addressed to the satisfaction of AGENCY or the Contract is terminated.

GC-29. RESPONSIBILITY OF THE AGENCY

The AGENCY shall not be held responsible for the care or protection of any material or parts of the Work prior to final acceptance, except as expressly provided in these Specifications.

GC-30. PLANS AND SPECIFICATIONS

CONTRACTOR may obtain a copy of the Contract Documents from PlanetBids at no charge.

Before commencing any portion of the Work, CONTRACTOR shall again carefully examine all Contract Documents, the Site and other information given to CONTRACTOR as to materials and methods of construction and other Work requirements. Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the AGENCY, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. If CONTRACTOR performs, permits, or causes the performance of any Work does not meet the requirements of the Contract Documents, CONTRACTOR shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the CONTRACTOR or any subcontractor proceed with Work if uncertain as to the applicable requirements.

CONTRACTOR may make a written request for information from the AGENCY to address any error, inconsistency, ambiguity, conflict or lack of detail or explanation in the Contract Documents. The AGENCY will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work. AGENCY shall respond to Requests for Information within a reasonable time. For purposes of this paragraph ten (10) calendar days shall constitute a reasonable time.

In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Change Orders or Work Change Directives, the most recent first
2. Addenda, the most recent first
3. Special Conditions
4. Specifications (All divisions except Division 0)
5. Drawings
6. Contract Agreement for Construction
7. General Conditions
8. Instruction to Bidders
9. Notice Inviting Bids
10. Contractor's Bid Forms
11. Standard Specifications
12. Standard Plans
13. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda or Change Order drawings govern over Contract Documents
4. Contract Drawings govern over Standard Drawings
5. Contract Drawings govern over Shop Drawings

Notwithstanding the orders of precedence established above, in the event of conflict, the higher

standard shall always apply.

Organization of the Contract Documents into divisions, sections, articles, and arrangement of drawings shall not control the CONTRACTOR in dividing Work among subcontractors or in establishing the extent of Work to be performed by any trade.

The CONTRACTOR shall maintain a complete, clean, undamaged set of the Specifications and Drawings at the Site, and shall at all times give the AGENCY access thereto. Any Drawings included in the Specifications shall be regarded as part thereof and of the Contract. Anything mentioned in these Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in these Specifications, shall be of like effect as though shown or mentioned in both. The AGENCY will furnish from time to time such detail drawings, plans, profiles, and information as he may consider necessary for the CONTRACTOR's guidance, unless otherwise provided in the Proposal or detail Specifications. It shall be the duty of the CONTRACTOR to see that the provisions of these Specifications are complied with in detail irrespective of the inspection given the Work during its progress by the authorized official or his representatives. Any failure on the part of the CONTRACTOR to observe the Specifications will be sufficient cause for the rejection of the Work at any time before its acceptance. Only "favorably reviewed" shop drawings shall be used for construction.

Wherever Military Specifications (MIL), ANSI, ASTM, AASHTO, AISC, AWS, AWWA, Federal Specifications (FS), Manufacturer's Standardization Society (MSS), or other specifications are referred to in these Specifications without designation of year, the reference is to the current or revised specification effective at the time of receiving Bids.

In all cases where reference is made to the requirements of such organizations as American Society for Testing and Materials, copies of the requirements referred to are on file with the AGENCY and may be seen upon request at the AGENCY representative office.

Wherever the following terms are used, the intent and meaning shall be as follows:

<u>Abbreviation</u>	<u>Stands For</u>
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ADC	Air Diffusion Council
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AI	Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute (formerly United States of America Standards Institute)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning

	Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CAGI	Compressed Air and Gas Institute
CAL/OSH	State of California Department of Industrial Relations, Division of Industrial Safety
CalTrans	California Department of Transportation
CBM	Certified Ballast Manufacturers
CBR	California Bearing Ratio
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcing Steel Institute
CTI	Cooling Tower Institute
DFPA	Douglas Fir Plywood Association
EIA	Electronic Industries Association
EPA	U. S. Environmental Protection Agency
ETL	Electrical Testing Laboratory
FCC	Federal Communications Commission
FM	Factory Mutual Insurance Company
FPS	Fluid Power Society
FS	Federal Specifications
GO 95	General Order No. 95, California Public Utilities Commission, Rules for Overhead Electric Line Construction
GO 128	General Order No. 128, California Public Utilities Commission, Rules for Underground Electrical Construction

<u>Abbreviation</u>	<u>Stands For</u>
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
IAMPO	International Association of Plumbing and Mechanical Officials
ICC	International Code Council
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPCE	International Power Cable Engineers Association
ISA	Instrument Society of America
NBS	National Bureau of Standards
NCPI	National Clay Pipe Institute
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
SAMA	Scientific Apparatus Makers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National

	Association
SSPC	Structural Steel Painting Council
IBC	International Building Code
IFC	International Fire Code
UL	Underwriters Laboratories
IMC	International Mechanical Code
IPC	International Plumbing Code
USDC	U.S. Department of Commerce
WQCB	Water Quality Control Board (Regional)
WRCB	Water Resources Control Board

"Standard Specifications." Wherever in these Specifications reference is made to the "Standard Specifications," reference shall be made to Specifications entitled "Standard Specifications for Public Works Construction," Sections 1-9 Excluded, and which is incorporated herein and made a part hereof by reference thereto. The latest edition of the requirements in effect at the date of submission of bids or the date of a Change Order shall apply. Where the terms the "AGENCY" or the "ENGINEER" are used in the Standard Specifications, they shall be considered as meaning the "AGENCY" or the "REPRESENTATIVE" as defined in Paragraph GC-1 herein. Paragraphs of the Standard Specifications on Measurement and Payment shall not apply.

However, no provision of any referenced standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of AGENCY, CONTRACTOR, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to AGENCY, agents, or employees, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

"CALTRANS Standard Specifications." Wherever in these Specifications reference is made to the "CALTRANS Standard Specifications," reference shall be made to Specifications entitled "State of California, Department of Transportation, Standard Specifications" and which is incorporated herein and made a part hereof by reference thereto. Where the terms the "State" or the "ENGINEER" are used in the CALTRANS Standard Specifications, they shall be considered as meaning the "AGENCY." Paragraphs of the CALTRANS Standard Specifications on Measurement and Payment shall not apply.

GC-31. TRADE NAMES

Whenever any article or any class of materials is specified by a trade name or by the name of any particular patentee, manufacturer, or dealer, it shall be and is mutually understood to mean and specify the article or class of materials described, or any other equal thereto in quality, finish, and durability, and equally as serviceable for the purpose for which it is intended, subject to the favorable review and acceptance of the AGENCY. The term "or equal" means equal in the sole judgment of the AGENCY.

GC-32. STANDARD PRODUCTS

Unless otherwise indicated in these Specifications, or favorably reviewed by the AGENCY, materials and equipment for the construction Work shall be essentially the standard product of a

manufacturer regularly engaged in the production of such materials and equipment or materials and equipment of comparable character. All equipment and material shall be new.

GC-33. SUBMITTALS

Where the CONTRACTOR is required by these Specifications to make submittals, they shall be made to the AGENCY with a letter of transmittal. The CONTRACTOR shall provide the following items to the AGENCY:

<u>Reference</u>	<u>Paragraph No.</u>
Designation of Superintendent	GC -25
Cost Breakdown	GC-34
Schedule of Operations	Special Conditions
Material List	GC-35
Substitutions List	GC-36
Shop Drawings	GC-37*
Requests and Notices	Various Sections
Manuals and Instructions	GC-65
Manufacturer's Affidavits	GC-65
Affidavits on Patent Fees	GC-69
Letter Statement on Compensation	GC-79
Affidavit of Bills Paid	GC-79
Construction Sequence Plan	GC-81

*And Technical Specifications sections

After Product Review submittals (defined in Paragraph GC-37) are reviewed, the AGENCY will retain two (2) copies for the AGENCY, one (1) copy to the REPRESENTATIVE, and will return one (1) copy to the CONTRACTOR. Product Information submittals will be distributed by the AGENCY. No copies of Product Information submittals will be returned to the CONTRACTOR by the AGENCY, except in unusual situations.

GC-34. CONTRACTOR'S COST BREAKDOWN

Prior to preparation of the first estimate for a progress payment, the CONTRACTOR shall submit for favorable review by the AGENCY the detailed cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the cost breakdown is not favorably reviewed by the AGENCY, another cost breakdown shall be submitted that is mutually acceptable to the CONTRACTOR and the AGENCY.

GC-35. MATERIALS LIST

Before beginning the Work and within seven (7) days after date of Notice to Proceed, the CONTRACTOR shall submit a List of Materials to the AGENCY for favorable review. The List shall include all items of equipment and materials for mechanical, piping, electrical, equipment piping, and plumbing work; and the names of manufacturers with whom purchase orders have been placed. Items on the List shall be arranged in the same order as in these Specifications, and shall contain sufficient data to identify precisely the items of material and equipment the CONTRACTOR proposes to furnish. The List shall include the Specification or Drawing references. After the submission is favorably reviewed and returned to the CONTRACTOR by

the AGENCY, it shall become the basis for the submission of detailed manufacturer's drawings, catalog cuts, curves, diagrams, schematics, data, and information on each separate item for review by the AGENCY as set forth in Paragraph GC-37.

GC-36. SUBSTITUTIONS

Where specific brands or manufacturers are listed in the Bid, no change will be permitted except for justification satisfactory to the AGENCY, and upon advanced written approval.

Wherever catalog numbers and specific brands or trade names preceded by "similar and equal to" or followed by the designation "or equal" are used in conjunction with a designated material, product, thing, installation or service mentioned in these Specifications, they are used to establish the standards of quality and utility required.

The CONTRACTOR may, upon favorable review by the AGENCY, use a different material or equipment. In this connection, it will be the responsibility of the CONTRACTOR to provide and stand the cost of making any electrical, mechanical, or structural changes that may be required to accommodate or install the particular material or equipment it desires to use. In other words, any deviation from the Specifications or the Drawings resulting from the type of material or equipment to be used shall not be the basis for any "extra charges" above and in excess of the original bid price for the Work. In the event that a cheaper substitute is favorably reviewed, the savings shall be returned to the AGENCY.

Substitutions which are equal in quality, efficiency, durability and utility to those specified will be permitted, subject to the following provisions. The AGENCY will favorably review in writing such proposed substitutions as are, in its opinion, equal in quality, efficiency, durability and utility to the items or materials specified. Such favorable review shall not relieve the CONTRACTOR from complying with the requirements of the Drawings and Specifications, and the CONTRACTOR shall be responsible at its own expense for any changes resulting from its proposed substitutions which affect other parts of its Work or the Work of other contractors, or which will require redesign of the structure, or any of its parts. All material and/or equipment shall be new.

Failure of the CONTRACTOR to submit proposed substitutions for review in the manner described above shall be sufficient cause for rejection by the AGENCY of any substitutions otherwise proposed.

In preparing these Specifications, the AGENCY has named those products which to its knowledge meet the Specifications and are equivalent in construction, functional efficiency, and durability, and that where only one product has been named by brand, it is the only brand, trade name, or manufactured product known to the AGENCY that meets these Specifications. Alternative products meeting the Specifications may be submitted by the CONTRACTOR for favorable review by the AGENCY.

The first-named manufacturer is the basis for the project design and the use of alternative-named, second-named, or unnamed manufacturer's products proposed by the CONTRACTOR may require modifications in the project design and construction. If such alternatives are proposed by the CONTRACTOR and are favorably reviewed by the AGENCY, the CONTRACTOR shall assume all costs required to make necessary revisions, modifications, and seismic anchorages, including all additional costs to the AGENCY for evaluation of data submitted by the CONTRACTOR, which costs shall be billed directly to the AGENCY, and the AGENCY shall deduct said costs from Contract monies due the CONTRACTOR.

GC-37. SHOP DRAWINGS AND DETAILS

The CONTRACTOR shall submit at its own expense only those Shop Drawings and details of structural and reinforcing steel, equipment, electrical controls, architectural fabrications, pipe, pipe joints, special pipe sections, and other appurtenances required in the technical specification sections. Submittals shall receive the AGENCY's favorable review before such items are manufactured or used in the Work. The favorable review of drawings by the AGENCY shall apply in general design only and shall in no way relieve the CONTRACTOR from responsibility for errors or omissions contained therein. Favorable review by the AGENCY shall not relieve the CONTRACTOR of its obligation to meet safety requirements and all other requirements of law, nor constitute a Contract Change Order.

Any submission of proposed substitutions under Paragraph GC-36 or any submission of shop drawings or other submittals under this Paragraph GC-37 which contain any deviation from the Contract requirements shall be accompanied by a separate letter describing each deviation. The letter shall: (1) state the Contract requirements for which a deviation is sought, (2) reference the location of the requirement in the Contract Documents, (3) describe the alternate material, device or construction proposed, (4) explain the advantages to the AGENCY for accepting the alternate, and (5) state the reduction in Contract price if any offered. If the AGENCY accepts such deviation, the AGENCY shall issue an appropriate Contract change order except that, if the deviation is minor, or does not involve a change in price or in time of performance, a change order need not be issued.

Shop Drawing submittal and coordination are the responsibility of the general CONTRACTOR; this responsibility shall not be delegated in whole or in part to subcontractors or suppliers. Designation of Work "by others", if shown in Shop Drawings, shall mean that the Work will be the responsibility of the CONTRACTOR rather than the subcontractor or supplier who has prepared the Shop Drawings.

Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall clearly demonstrate compliance with the Contract Plans and Specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portions of the data are applicable to this project.

Review of Shop Drawing submittals by the AGENCY has as its primary objective the assisting of the CONTRACTOR in the completion a project in full conformance with the Contract Plans and Specifications, and unmarred by field corrections. In addition to this primary objective, the review of Shop Drawings, as a secondary objective will assist the CONTRACTOR in its procurement of equipment that will meet all requirements of the project Plans and Specifications, will fit the structures detailed on the Plans, will be complete with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility. Acceptance of Shop Drawings and submittals does not constitute a change order to the Contract requirements.

After review by the AGENCY of each of the CONTRACTOR's Product Review submissions, the material will be returned to the CONTRACTOR with actions defined as follows:

1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the Work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.

2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as 1, except that minor corrections as noted shall be made by the CONTRACTOR.
3. AMEND AND RESUBMIT - Rejected because of major inconsistencies or errors, which shall be resolved or corrected by the CONTRACTOR prior to subsequent review by the AGENCY.
4. REJECTED - RESUBMIT - Submitted material does not conform to plans and Specifications in major respect, i.e.: wrong size, model, capacity, or material.

Where a Shop Drawing or Sample is required by the Contract Documents to be submitted to the AGENCY for acceptances, any related Work performed prior to AGENCY's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submission of Shop Drawings to the AGENCY, no later than the second submission. The AGENCY reserves the right to deduct monies from payments due the CONTRACTOR to cover additional costs of the AGENCY's review beyond the second submission.

Favorable review by the AGENCY will not constitute acceptance by the AGENCY of any responsibility for the accuracy, coordination and completeness of the Shop Drawings or the items of equipment represented on the Drawings. Accuracy, coordination, and completeness of Shop Drawings shall be the sole responsibility of the CONTRACTOR, including responsibility to back check comments, corrections, and modifications from the AGENCY's review before fabrications.

Supplemental specific requirements for Shop Drawings and details are contained in the applicable technical sections of these Specifications.

All Shop Drawings and supporting data, catalogs, schedules, shall be submitted as the instruments of the CONTRACTOR, who shall be responsible for their accuracy and completeness. These submittals may be prepared by the CONTRACTOR, subcontractors, or suppliers, but the CONTRACTOR shall ascertain that submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of installation. The CONTRACTOR shall check all submittals before submitting them to the AGENCY.

The CONTRACTOR shall submit a complete initial submittal for those items where required by the technical specifications. A complete submittal shall contain sufficient data to demonstrate that the items comply with the Specifications, shall meet the minimum requirements for submissions cited in the technical specifications, shall include motor data and seismic anchorage certifications, where required, and shall include any necessary revisions required for equipment other than first named. If the CONTRACTOR submits an incomplete initial submittal when a complete submittal is required, the submittal may be returned to the CONTRACTOR without review.

The AGENCY shall check and review schedules, drawings, etc., submitted by the CONTRACTOR only for general design conformance with the concept of the project and compliance with the information given in the Contract Documents.

Acceptance by the AGENCY of any drawings, method of Work, or any information regarding materials and equipment the CONTRACTOR proposes to furnish shall not relieve the

CONTRACTOR of its responsibility for any errors therein and shall not be regarded as an assumption of risks or liability by the AGENCY, or any officer or employee thereof, and the CONTRACTOR shall have no claim under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Such acceptance shall be considered to mean merely that the AGENCY has no objection to the CONTRACTOR using, upon its own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.

By submitting his bid, the CONTRACTOR agrees that the AGENCY has no duty to the CONTRACTOR or any of its subcontractors or suppliers for the accuracy, completeness, or sufficiency of the AGENCY's review of submittals. The CONTRACTOR further agrees to incorporate this requirement in all of its subcontracts or purchase agreements.

It shall be the CONTRACTOR's responsibility to copy and/or conform reviewed Shop Drawings in sufficient numbers for its files, subcontractors and vendors.

The color RED shall be reserved for the exclusive use of the AGENCY's stamps, review comments, etc. The CONTRACTOR shall state its color choice.

GC-38. INSPECTION AND TESTING

The CONTRACTOR shall provide safe access for the AGENCY and its inspectors to adequately inspect the quality of Work and the conformance with project specifications. The CONTRACTOR shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

The CONTRACTOR shall submit samples or specimens of such materials to be furnished or used in the Work as the AGENCY may require. The CONTRACTOR shall furnish the AGENCY all necessary labor facilities for such things as excavation in the compacted fill to depths required to take samples.

Inspections, tests or favorable reviews by the AGENCY or others shall not relieve the CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

Work covered without the favorable review or consent of the AGENCY shall, if required by the AGENCY, be uncovered for examination at the CONTRACTOR's expense.

If the AGENCY considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, at the AGENCY's request, will uncover, expose or otherwise make available for observation, inspection or testing as the AGENCY may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective and the Work was covered with favorable review of the AGENCY, the CONTRACTOR will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.

Whenever the CONTRACTOR varies the period during which Work is carried on each day, he shall give due notice to the AGENCY so that proper inspection may be provided. Any Work done in the absence of the AGENCY shall be subject to rejection. Proper facilities for safe

access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the AGENCY and other agents of the AGENCY. Records shall be available at all reasonable hours for inspection by the State or Federal Agencies to ascertain compliance with laws and regulations.

Upon final completion of the construction Work and request by the CONTRACTOR, the AGENCY will conduct a final inspection as a basis for recommending that the Work be accepted.

GC-39. TESTS

- a. General. Where the Specifications require Work to be specially field tested or approved, it shall be tested only in the presence of the AGENCY, after timely notice of its readiness for inspection and test, and the Work after testing shall be covered up only upon the consent thereto of the AGENCY.

The results of any tests made are for the information of the AGENCY. Regardless of any test results, the CONTRACTOR is solely responsible for the quality of workmanship and materials and for compliance with the requirements of the Drawings and Specifications.

Except as specifically required under detail materials specifications for shop testing and inspection, all tests of materials furnished by the CONTRACTOR where tests will be made by the AGENCY will be done in accordance with commonly recognized standards of national organizations. The CONTRACTOR shall furnish such samples of all materials as required by the AGENCY without charge. No material shall be used unless it has been favorably reviewed by the AGENCY.

Where such inspection and testing are to be conducted by an independent laboratory or agency, the sample or samples of materials to be tested shall be selected by such laboratory or agency, or the AGENCY, and not by the CONTRACTOR.

- b. Costs of Testing.

1. The CONTRACTOR shall be responsible for, and shall pay for, all source quality control and all offsite tests of materials required as indicated in the Special Conditions. The AGENCY shall have the right to witness all offsite tests and the CONTRACTOR shall furnish adequate notice of when tests will be made.
2. The CONTRACTOR shall be responsible for, and shall pay for, all source quality control and all onsite tests, except those tests specifically noted to be performed and paid for by the AGENCY. The AGENCY shall have the right to witness all onsite tests performed by the CONTRACTOR and the CONTRACTOR shall furnish adequate notice of when tests will be made.
3. When, in the opinion of the AGENCY, additional tests or inspections are required because of the manner in which the CONTRACTOR executes his Work, such tests and inspections will be paid for by the AGENCY, but will be deducted from the Contract Price. Examples of such additional tests and inspections are: tests of materials substituted for previously accepted materials, or substituted for specified materials, or retests made necessary by failure of material to comply with the requirements of the Specifications.

The CONTRACTOR shall furnish, transport, and pay for all water needed to complete the Work specified under this contract. All piping shall be hydrostatically tested for tightness, unless otherwise specified. Where water testing of piping is required, the CONTRACTOR shall furnish and dispose (in accordance with Paragraph GC-57) of the water which is required for testing of piping.

GC-40. STARTING OF WORK

The CONTRACTOR shall give the AGENCY written notice not less than seven (7) calendar days in advance of the actual date on which the Work will be started. The CONTRACTOR shall be entirely responsible for any delay in the Work which may be caused by his failure to give such notice.

The CONTRACTOR shall start the Work from such points as are satisfactory to the AGENCY.

GC-41. METHODS AND APPLIANCES

The methods and appliances adopted by the CONTRACTOR shall be such as will, in the opinion of the AGENCY, secure a satisfactory quality of Work and will enable the CONTRACTOR to complete the Work in the time agreed upon. If at any time the methods and appliances appear inadequate, the AGENCY may order the CONTRACTOR to improve their character or efficiency, and the CONTRACTOR shall conform to such order; failure of the AGENCY to order such improvement of methods or efficiency will not relieve the CONTRACTOR from his obligation to perform satisfactory Work and to finish it in the time agreed upon. AGENCY shall have no obligation to CONTRACTOR to exercise its authority under this section.

The CONTRACTOR shall not be permitted to use a helicopter on site in the execution of Work. The CONTRACTOR shall not use a drone in the execution of Work.

GC-42. MATERIALS AND WORKMANSHIP

All materials must be of the specified quality and equal to approved samples, if samples have been submitted. All Work shall be done and completed in a thoroughly workmanlike manner, notwithstanding any omission from these Specifications, or the Drawings, and it shall be the duty of the CONTRACTOR to call the AGENCY's attention to apparent errors or omissions and request instructions before proceeding with the Work. The AGENCY may, by appropriate instructions, correct errors and supply omitted information, which instructions shall be as binding upon the CONTRACTOR as though contained in the original Specifications or Drawings. All materials and equipment shall be new.

All defective Work or materials shall be promptly removed from the premises by the CONTRACTOR, whether in place or not, and shall be replaced or renewed in such manner as the AGENCY may direct. All materials and workmanship of whatever description shall be subjected to the inspection of, and rejection by, the AGENCY if not in conformance with the Specifications. The decision of the AGENCY is final and conclusive upon the parties.

Any defective CONTRACTOR-furnished or installed equipment and/or material and/or workmanship, or any unsatisfactory or imperfect Work which may be discovered before the final acceptance of the Work or within two (2) years thereafter, shall be corrected immediately on the requirement of the AGENCY, without extra charge, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect Work shall not relieve the

CONTRACTOR from any obligation to perform sound and reliable Work as herein described.

GC-43. NIGHT WORK

Certain Work connections and cut-in operations to existing lines may require night work by the CONTRACTOR. The CONTRACTOR may also be required to prosecute the Work at night if, at any time, the AGENCY deems it necessary for the progress of the Work, or if emergencies arise. The CONTRACTOR shall promptly comply with any night work requirements made in writing by the AGENCY. The CONTRACTOR will also be permitted to work at night if he shall satisfy the AGENCY of the need therefor, in order to maintain the required progress or protect the Work from the elements. When required, ordered, or permitted to work at night, the CONTRACTOR shall provide sufficient and satisfactory lighting and other facilities therefor. For night work, if any be performed, the CONTRACTOR shall receive no extra payment, but compensation shall be considered as having been included in the price stipulated for the Work.

GC-44. LINES AND GRADES

The CONTRACTOR shall lay out all Work, including structures and pipelines, and shall be responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the AGENCY's decision will be final.

As part of the bid price for the construction of the improvements, the CONTRACTOR shall provide and be responsible for the layout of all Work on this project. He shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Drawings and as required for the proper operation and function. The CONTRACTOR shall stake his Work area limits.

The CONTRACTOR's layout shall be based on existing structures, property lines, survey control, and benchmarks established by the AGENCY.

The CONTRACTOR shall supply such labor as required, at no extra charge, to aid and assist the AGENCY in checking location and grades of the Work as set by the CONTRACTOR if the AGENCY desires to perform this checking. This shall include moving materials and equipment located between monuments and the construction work.

GC-45. CLIMATIC CONDITIONS

The AGENCY may order the CONTRACTOR to suspend any Work that may be subject to damage by climatic conditions. The CONTRACTOR will not be entitled to any extension of time on account of such order, as the Contract Time already includes an allowance for "reasonably anticipated" weather, except for Adverse Weather Delay Days as defined in Paragraph GC-9 (b).

GC-46. SURVEY CONTROL POINTS, PROJECT BENCHMARKS AND MONUMENTS

- a. Survey control points and project benchmarks are shown on the Drawings. CONTRACTOR shall, at his own expense, at no additional cost to the AGENCY, provide all additional temporary or permanent benchmarks and control points as needed to carry out the Work.

- b. Existing survey benchmarks and monuments indicated on the Drawings or found during construction shall be protected by the CONTRACTOR. In the event removal of existing survey benchmarks or monuments is necessary, removal and replacement shall be performed by a Professional Land Surveyor registered in the State of California. Survey monuments shall be constructed in accordance with Section 81 MONUMENTS of the Standard Specifications.

GC-47. PROTECTION OF WORK, PROPERTY AND PERSONS

The CONTRACTOR shall be responsible for the care of all Work until its completion and final acceptance; and he shall, at his own expense, replace damaged or lost material and repair damaged parts of the Work, or the same may be done at his expense by the AGENCY and the CONTRACTOR and his sureties shall be liable therefor. The CONTRACTOR shall make his own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the Work. The CONTRACTOR shall take all risks from floods and casualties and shall make no charge for the restoration of such portions of the Work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties, or for delays from such causes. He may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions hereinbefore specified. The CONTRACTOR shall remove from the vicinity of the completed Work all plant, buildings, rubbish, unused material, concrete forms, sheeting or equipment belonging to him or used under his direction during construction; and in the event of his failure to do so, the same may be removed by the AGENCY at the expense of the CONTRACTOR, and the CONTRACTOR and his sureties shall be liable therefor.

The CONTRACTOR shall adopt all practical means to minimize interference to traffic and inconvenience, discomfort, or damage. The CONTRACTOR shall protect against injury structures crossing trenching or encountered in the Work and shall be responsible for any injury done to such structures, or damage to property resulting therefrom. He shall support, or replace, any such structures without delay and without any additional compensation, to the entire satisfaction of the AGENCY. All obstructions to traffic shall be guarded by flagmen as required and by barriers and illuminated at night. The CONTRACTOR shall be responsible for all damage to persons and property directly or indirectly caused by his operations, and under all circumstances he shall comply with the regulations of the County, and the laws and regulations of the State of California, relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdiction, and he shall be solely responsible for any damages caused by failure to provide proper safety.

Where trenches or excavations cross roads or walkways and backfilling cannot be accomplished the same day, excavations shall be covered by steel plates to permit road or walkway use when Work in excavation is not in progress.

The CONTRACTOR will be held responsible for and required to make restitution, at his own expense, for all damage to persons or property caused by carelessness or neglect on the part of the CONTRACTOR or subcontractor, or the agents, or employees of either, during the progress of the Work and until its final acceptance.

If, during construction, archaeological resources are discovered, construction will be halted and the appropriate experts and authorities will be notified. After mitigation measures have been taken as required, construction will resume to the extent appropriate.

GC-48. CHARACTER OF WORKERS AND EQUIPMENT

None but competent foremen and workers shall be employed on Work requiring special qualifications; and, when required by the AGENCY, the CONTRACTOR shall remove from the Work any person who commits trespass, or is, in the opinion of the AGENCY, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. Such removal shall not be the basis of any claim for compensation or damages against the AGENCY or any of its officers or representatives.

The CONTRACTOR must furnish adequate equipment to properly perform the Work in a workmanlike manner in accordance with the Contract Documents. Such equipment must be in a good state of repair and maintained in such state during the progress of the Work. No worn or obsolete equipment shall be used, and in no case shall the manufacturer's rating of capacity for any equipment be exceeded.

GC-49. SECURITY

Existing fences enclose portions of the project site. The fences are for protection and security. While it may be necessary for the CONTRACTOR to remove some of the fences for installation of new structures and pipelines, the CONTRACTOR's operations shall not reduce the present protection and security. The CONTRACTOR shall remove no fences without written authorization of the AGENCY. If the present fences are removed, an equivalent temporary continuous perimeter protection shall be provided and new fence shall be installed in the locations shown, prior to completion of the Work.

GC-50. PUBLIC ACCESS

The design of the facilities included in this project has been based on the concept that the structures are not accessible to and usable by the handicapped and the general public. Consequently, stairs, landings, platforms, railings, and ladders were designed to conform only to the requirements for industrial use by authorized persons.

GC-51. PUBLIC SERVICE EQUIPMENT

In case it shall be necessary to remove any telephone, telegraph, or electric power transmission poles, gas pipes, water pipes, electrical conduits, or underground structures of any character, or any portion thereof, the owner thereof, or their agents or superintendents, upon proper application by the CONTRACTOR, shall be notified to remove same within a specified time, and the CONTRACTOR shall not interfere with said structures until the time specified in said notice shall have expired. Attention is directed to the fact that overhead and underground utilities may cross the Work area.

The CONTRACTOR's attention is directed to the requirements of Government Code Section 4216 et seq. for obtaining an inquiry identification number prior to excavation in any public street or right-of-way.

GC-52. EXISTING UTILITIES AND FACILITIES

a. Existing Utilities

1. The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require the AGENCY to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project.
2. The AGENCY will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by the AGENCY in the Contract Documents or which can reasonably be inferred from the presence of other visible facilities.
3. The CONTRACTOR shall coordinate directly with Southern California Edison (SCE) before any Work is done within SCE right-of-way or easements. The CONTRACTOR shall notify SCE and the AGENCY.

b. Utility Location

1. It shall be the CONTRACTOR's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the CONTRACTOR believes may affect or be affected by the CONTRACTOR's operations. The CONTRACTOR shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the CONTRACTOR does not expose all such existing utilities as required by this section.
2. The locating of utilities shall be in conformance with Government Code Section 4216 except for the AGENCY's utilities located on the AGENCY's property and not on public right-of-way.
3. A "High Priority Subsurface Installation" is defined in Government Code Section 4216 (e) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."
4. A "Subsurface Installation" is defined in Government Code Section 4216 (l) as "any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, nonpressurized storm drains, or other nonpressurized drain lines."
5. Pursuant to Government Code Section 4216.2 the CONTRACTOR shall contact the appropriate regional notification center at least two (2) working days but not more than 14 calendar days before performing any excavation including potholing or any operation in which earth, rock, or other material in the ground is moved, removed, or otherwise displaced by means of tools, equipment, in any of the following ways: grading, trenching, digging, ditching, drilling, auguring, tunneling, scraping, cable or pipe plowing and driving, or any other way, the Underground Service Alert at (800) 422-4133, for location and marking of participating existing utilities. The CONTRACTOR shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The

CONTRACTOR shall furnish to the AGENCY written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations. The CONTRACTOR is directed to Paragraph GC-14 for Permits, Fees, and Notices required prior to commencing excavations. The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the OSHA Construction Safety Orders which states in part:

"Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation."

6. After the utility survey is completed, the CONTRACTOR shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. The AGENCY shall be given notice prior to commencing potholing operations. The CONTRACTOR shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved. If the CONTRACTOR does not expose all required utilities, he shall not be entitled to additional compensation for Work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workmen and to the electrical ducts or conduits.
7. The CONTRACTOR shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the AGENCY. The CONTRACTOR shall advise the AGENCY in writing of his proposed construction schedule for these connections at least seven (7) working days in advance.
8. The CONTRACTOR's attention is directed to the requirements of Government Code Section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time." The CONTRACTOR shall notify the AGENCY at least seven (7) days in advance of this meeting.

c. Utility Relocation and Repair

1. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the CONTRACTOR shall notify the AGENCY in writing. The AGENCY will supply a method for correcting said interferences in accordance with the responsibilities of this section and Government Code Section 4215. To the extent any delay is caused thereby, CONTRACTOR shall submit a notice of delay within three (3) days of discovery of the circumstances giving rise to the delay in accordance with GC-68 Change Order Work.
2. Care shall be exercised by the CONTRACTOR to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, the CONTRACTOR shall call 911 emergency services.
3. The AGENCY will compensate the CONTRACTOR for the costs of locating and repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and for removing or relocating such main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment for such costs will be made as provided in GC-68 Change Order Work. The CONTRACTOR shall not be assessed liquidated damages for delay in completion of the Project, when such delay is caused by the failure of the AGENCY or utility company to provide for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with GC-9 Delays and GC-68 Change Order Work.
4. The public utility, where it is the owner of the affected utility, shall have the sole discretion to perform repairs or relocation work or permit the CONTRACTOR to do such repairs or relocation work at a reasonable price. The right is reserved to the AGENCY and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The CONTRACTOR shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.
5. When the Contract Documents indicate that a utility is to be relocated, altered or constructed by others, the AGENCY will conduct all negotiations with the utility company and the work will be done at no cost to the CONTRACTOR, unless otherwise stipulated in the Agreement.
6. Temporary or permanent relocation or alteration of utilities desired by the CONTRACTOR for its own convenience shall be the CONTRACTOR's responsibility and it shall make arrangements and bear all costs for such work.

GC-53. ACCESS FOR OPERATING PERSONNEL

The CONTRACTOR shall coordinate his Work in such a way as to interfere as little as possible with the routine work of existing facility operations consistent with the necessity for making the connections as herein specified and as shown on the plans.

GC-54. CONNECTIONS TO EXISTING FACILITIES

The CONTRACTOR is required to connect to certain existing facilities as indicated on the Drawings; however, the CONTRACTOR must give reasonable advance notice as required by Paragraph GC-81 and receive prior consent of the AGENCY for all such connections, whether such connections are "live" or "inactive."

GC-55. INITIAL START-UP AND OPERATION OF FACILITIES

During the construction of the project, use of the newly constructed facilities, prior to overall acceptance, may be necessary in order that the entire facility can be constructed. Initial lubrication of all equipment, and all lubrication and maintenance and such staff as required for test operation, is required to be provided by the CONTRACTOR until the AGENCY assumes operation. The AGENCY will pay for electricity, chemicals, lubricants, and will supply operators in the proper operation and control of the new facilities. The CONTRACTOR shall also furnish all such mechanical and electrical workers as required to make adjustments and maintain the operating equipment until acceptance. Maintenance of operating equipment shall include adjustments, replacements, and modifications as required. The CONTRACTOR shall initially lubricate all equipment and furnish the AGENCY with a lubricant schedule indicating the type of lubricant needed, amounts, and frequency of application. Use of facilities will in no way constitute acceptance of the facilities being used.

The cost of all labor, material, and equipment required to be furnished by the CONTRACTOR as part of the initial start-up operation shall be included in the Lump Sum Bid Amounts.

GC-56. REMOVED MATERIALS

All waste material and construction debris shall be removed from the site by the CONTRACTOR and disposed of in accordance with the requirements of Specification Division 1 and applicable regulations.

The CONTRACTOR shall regularly clean up the Work site to maintain safety for access and to avoid fire hazard. All scrap lumber, scrap metal, wire or other scrap building materials shall be regularly hauled away. The CONTRACTOR shall keep the construction site neat at all times.

GC-57. DISPOSAL OF TESTING WATER

The CONTRACTOR shall dispose of all testing water without damage to property, in accordance with applicable regulations and to the AGENCY's satisfaction. Refer to Specification Division 1 for requirements for the disposal of test water and disinfection water.

GC-58. PROVISIONS FOR HANDLING EMERGENCIES

It is possible that emergencies may arise during the progress of the Work which may require special treatment or make advisable extra shifts of men to continue the Work for sixteen (16) or even twenty-four (24) hours per day. These emergencies may be caused by damage or possible damage to nearby existing structures or property by reason of the Work under construction, or by storm, accidents, or leakage. The CONTRACTOR shall be prepared in case of such emergencies to make all necessary repairs and shall promptly execute such Work when required by the AGENCY. The determinations made by the AGENCY for handling emergencies shall be final and conclusive upon the parties.

GC-59. COMPLIANCE WITH ENVIRONMENTAL LAWS

During construction, the CONTRACTOR shall comply with all pertinent requirements of Federal, State, and local environmental laws, regulations, ordinances, statutes, including, but not limited to, the Federal Clean Air Act, State and local air pollution and noise control ordinances, the State Water Resources Control Board for storm water discharges associated with construction activity regulations, and, if applicable, shoreline construction requirements.

a. Air Pollution Control

Without limiting the foregoing, the CONTRACTOR must comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emission limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the Site and/or California Air Resources Board (CARB), CONTRACTOR shall specifically be aware of the application of these limits and requirements to "portable equipment", which definition is considered includes any item of equipment with a fuel-powered engine. CONTRACTOR shall indemnify AGENCY against any fines or penalties imposed by the Air Quality Management District, CARB, or any other governmental or regulatory agency for its violations of applicable laws as well as those of its subcontractors or others for whom CONTRACTOR is responsible under its indemnity obligations provided in Paragraph GC-11 Indemnification.

b. Water Quality Management and Compliance

CONTRACTOR shall comply with all requirements of the State Water Resources Control Board. CONTRACTOR shall be solemnly responsible for implementing and complying with the provisions of the National Pollutant Discharge Elimination System General Permit (NPDES Permit) for Discharges of Storm Water Associated with Construction Activity. CONTRACTOR shall include all costs of compliance in the Contract Price.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, CONTRACTOR, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

CONTRACTOR shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the AGENCY's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 13000 et seq.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to California State Water Resources Control Board Order Number 2009-0009-DWQ (NPDES Permit No. CAS000002), as amended by Order Numbers 2010-0014-DWQ, 2012-0006-DWQ, and any subsequent amendment to or renewal thereof, State Water Resources Control Board Order No. 2013-0001-DWQ (NPDES Order No. CAS000004), Los Angeles Regional Water Quality Control Board Order No. R4-2012-0077, and any amendment or renewal thereof.

CONTRACTOR shall comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Construction General Permit") for all construction activity which results in

the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. CONTRACTOR shall comply with the lawful requirements of the AGENCY, and any other applicable municipality, drainage district, or other local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

Unless otherwise specified in the Special Conditions or other portion of the Contract Documents, the AGENCY (or a consultant hired by the AGENCY) has prepared a Storm Water Pollution Prevention Plan ("SWPPP") for the Project Site and obtained coverage under the Construction General Permit. A copy of the SWPPP is available at the AGENCY's office for public review. CONTRACTOR shall at all times comply with all applicable requirements of the SWPPP and the Construction General Permit, including ensuring that all Construction General Permit-related tasks are completed by individuals with the requisite certifications. The CONTRACTOR shall draft and coordinate submission of any necessary amendments to the SWPPP as the project moves through the construction process and shall provide draft amendments to the SWPPP for review and approval by the AGENCY prior to submission, which approval shall not be unreasonably withheld. CONTRACTOR shall promptly provide all reports and other documentation required by the AGENCY to ensure compliance with the SWPPP and the Construction General Permit, to prepare amendments to the SWPPP or to comply with any requirements of state or federal law or regulation. CONTRACTOR shall cooperate with the AGENCY in providing or preparing any documents that may be submitted to the State Board. CONTRACTOR shall incorporate all costs associated with compliance with the SWPPP throughout the course of construction into its bid.

In addition to any other available remedies, if CONTRACTOR fails to proceed in a manner that complies with the requirements of the Construction General Permit, the AGENCY expressly reserves the right to hire additional contractors to maintain compliance at the Work site. Whether CONTRACTOR has adequately maintained compliance with the Construction General Permit shall be the AGENCY's sole determination. CONTRACTOR shall be responsible for any costs incurred by the AGENCY in implementing a SWPPP for the Work site.

Notwithstanding the above, for those Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the CONTRACTOR shall be responsible for preparing and implementing an Erosion and Sediment Control Plan in accordance with the AGENCY's Code and State Water Resources Control Board Order No. 2013-0001-DWQ (NPDES Order No. CAS000004) and any amendment to or renewal thereof.

Failure to comply with the Construction General Permit, laws, regulations, and ordinances listed in this Paragraph is a violation of federal and state law. Notwithstanding any other indemnity contained in this Contract, CONTRACTOR agrees to indemnify and hold harmless the AGENCY, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, fees, costs, expenses, or losses or liabilities of any kind or nature which the AGENCY, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit, laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the AGENCY, its officials, officers, agents, employees or authorized volunteers. AGENCY may seek damages from CONTRACTOR for delay in completing the Work arising from CONTRACTOR's failure to comply with the NPDES Permit.

AGENCY reserves the right to defend any enforcement action or civil action brought against the

AGENCY for CONTRACTOR's failure to comply with any applicable water quality law, regulation, or policy. CONTRACTOR hereby agrees to be bound by, and to reimburse the AGENCY for the costs associated with, any settlement reached between the AGENCY and any relevant enforcement entity.

c. Construction Material Recycling

The CONTRACTOR shall comply with provisions of City of Santa Clarita Ordinance 05-09 Construction and Demolition, and divert the recyclable waste materials to appropriate recycling centers. The CONTRACTOR shall recycle construction materials minimum of fifty percent (50%) of all inert materials (concrete, dirt, sand) and fifty percent (50%) of all other materials (wood, drywall, cardboard, metals, etc.) that are generated during all new construction projects valued over five hundred thousand dollars (\$500,000), all tenants improvements projects valued over one hundred thousand dollars (\$100,000), and all demolition projects. All costs incurred for these waste diversion efforts shall be the responsibility of the CONTRACTOR.

d. CARB Compliance

CONTRACTOR shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, CONTRACTOR shall make available for inspection and copying any and all documents or information associated with CONTRACTOR'S and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the CONTRACTOR is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the AGENCY.

CONTRACTOR shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. CONTRACTOR shall defend, indemnify and hold harmless the AGENCY, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

GC-60. COOPERATION WITH OTHER CONTRACTORS

This Paragraph shall serve as notice to the CONTRACTOR that the AGENCY may let other contracts for other work at or near the site of this Work. The CONTRACTOR shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work, and shall properly connect and coordinate his Work with theirs.

Should construction be under way by other forces or by other contractors within or adjacent to the limits of the Work or in the vicinity of the Work to be done under this Contract, the CONTRACTOR shall so conduct his operations so as to interfere to the least possible extent with the work of such other forces or contractors.

Any difference or conflicts which may arise between the CONTRACTOR and any other forces or contractors, creating delays or hindrance to each other, shall be adjusted as determined by the

AGENCY.

GC-61. STATE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT ACT

The project is not subject to the requirements of the State Energy Resources Conservation and Development Act.

GC-62. SEISMIC DESIGN AND ANCHORAGE OF EQUIPMENT AND OTHER APPURTENANT FACILITIES

- a. General Requirements. The CONTRACTOR shall satisfy the requirements of the International Building Code, California Building Code and the latest edition of the American Society of Civil Engineers Standard for Minimum Design Loads for Buildings and Other Structures for earthquake regulations for all CONTRACTOR-furnished equipment, appurtenances and non-structural components. This requirement applies to, but is not limited to, such items as light fixtures, electrical and instrumentation panels, tanks, pumps, piping, pipe supports and hangers, generators, motors, cabinets, shelving, fans and air ducts.

The design of the entire anchoring system, and the furnishing of any part of the anchoring system which must be integral with the equipment or facilities, shall be the responsibility of the manufacturer or supplier. The CONTRACTOR, working closely with the manufacturer or supplier, shall be responsible for furnishing or installing any anchors or restraints which are independent of the equipment or facilities. Examples, but not limited to those noted, are anchor bolts, restraining curbs, walls, angles, and similar items.

Anchorage shall be made to structural elements only, and shall be so designed and installed that the resisting capabilities of such elements are not exceeded. If, in the opinion of the manufacturer or CONTRACTOR, the conditions of anchorage are so special or limiting that the available structural elements are incapable of resisting the seismic anchorage forces, the AGENCY shall be so notified in writing. The AGENCY shall then provide the equipment manufacturer with instructions for procedures to be followed.

With respect to substitutions and modifications of equipment or anchorages for seismic loadings, the CONTRACTOR is hereby referred to Paragraph GC-36 of the General Conditions of these Specifications.

Except where specifically noted otherwise in the Technical Specifications, the CONTRACTOR shall submit certification for all equipment specified in Divisions 11 through 17, inclusive, stating that the equipment anchorage and the equipment itself complies with the requirements of this Paragraph and Paragraph GC-63. The CONTRACTOR shall also submit a sketch or description of the anchorage system where certification is required. The AGENCY will require submission of calculations prepared, signed and sealed by an engineer registered in California to substantiate the anchorage design if the AGENCY determines that the design does not appear to be adequate.

GC-63. CODES AND STANDARDS

- a. This project shall comply with the following:
 1. California Code of Regulations, Title 8 Industrial Regulations

2. International Building Code (IBC)
 3. California Building Code (CBC)
 4. California Fire Code (CFC)
 5. California Mechanical Code (CMC)
 6. California Plumbing Code (CPC)
 7. California Electrical Code (CEC)
 8. National Fire Protection Association (NFPA)
- b. The latest edition of the requirements in effect at the date of submission of bids or the date of a Change Order shall apply.
 - c. If a conflict exists between referenced regulatory requirements and/or the Contract Documents, bring to the immediate attention of the AGENCY and comply with the one establishing the more stringent requirements unless otherwise directed by the AGENCY.
 - d. Where local codes or standards are referred to in these Specifications, the CONTRACTOR may inspect such documents at the AGENCY office.

GC-64. RESPONSIBILITY FOR SPARE PARTS AND TOOLS

Where laboratory equipment, repair tools, safety equipment, spares, or other loose parts are specified to be furnished, they shall be stored by the CONTRACTOR until permanent building storage areas are complete, secure, and lockable. Each part shall be fully identified as to the manufacturer, part number, purpose, and associated item of equipment. The CONTRACTOR shall inventory such parts and transmit the inventory, in writing, to the AGENCY at an agreed-upon time prior to the final testing and start-up period. All safety-related items shall be provided prior to testing.

GC-65. MANUALS, INSTRUCTIONS AND AFFIDAVITS

- a. Manuals and Instructions. Where operation and maintenance manuals are required by the Technical Specifications, the CONTRACTOR shall submit manuals, suitably bound, to the AGENCY within forty-five (45) days after favorable review of the equipment or facilities. All manuals shall be marked to indicate the specific equipment furnished for this project and shall include:

1. Start-up instructions
2. Normal operation instructions
3. Trouble shooting instructions
4. Lubrication instructions
5. Maintenance and reinstallation instructions
6. Parts identification
7. List of spare parts recommended to have on hand
8. Operator safety

In addition, all operation and maintenance manuals for electrical equipment shall include:

9. Equipment ratings
10. Calibration curves and rating tables if appropriate

Operation and maintenance manuals for complex equipment shall also include:

11. Alternate specified operating modes
12. Emergency shutdown instructions
13. Normal shutdown instructions
14. Long-term shutdown instructions

Operation and maintenance manuals for systems comprised of separate pieces of equipment shall include a system explanation of items 1, 2, 3, 11, 12, 13, and 14 as well as the instructions for the separate pieces of equipment.

- b. Affidavits. Manufacturers of equipment shall provide field service as a part of this project. Equipment shall not be considered ready for full time operation until after the authorized factory-trained and qualified manufacturer's representative for the specific equipment has checked and adjusted the equipment and certified by written affidavit that the equipment has been properly installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. Acceptable affidavits shall be submitted prior to completion of the Work. Affidavits shall contain the following specific wording:

"The (Name of Equipment) has been properly installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. The installation has been inspected and has been found to be in conformance with our (the manufacturer's) standards and requirements."

No amplification, dilution, or modification of this specific wording will be permitted.

Additional requirements for Operation and Maintenance Manuals are covered in the Special Conditions.

GC-66. RECORD DOCUMENTS

The CONTRACTOR shall maintain one set of full size prints and mark thereon any deviations from plan dimensions, elevations, or orientations, and shall submit same in good condition to the AGENCY upon completion of the job as a condition of acceptance of the project. Marked prints shall be updated at least once each week and shall be available to the AGENCY for review during each construction progress meeting and as to currency prior to developing partial payment estimates. For failure to maintain as built plans weekly, the AGENCY may deduct three hundred dollars (\$300.00) per week from the contract for each week as built plans are not updated. After the completion of testing, but prior to acceptance, the CONTRACTOR shall submit as-built electrical drawings showing all components and their wiring. The suitability of the as built will be determined by the AGENCY.

GC-67. CHANGES IN THE WORK

The AGENCY shall have the right to make any reasonable changes in the Drawings or quantities determined to be necessary or expedient. In case such changes increase or diminish the Work shown, the CONTRACTOR shall be paid for the Work actually done at a mutually agreed upon adjustment to the Contract Price, based upon the accepted Bid Proposal or according to the provisions of Paragraph GC-68. The CONTRACTOR shall not be entitled to extra payment, nor shall any claim be made on account of anticipated profits on the Work that may be omitted.

GC-68. CHANGE ORDER WORK

- a. General: Whenever corrections, alterations, or modifications of the Work under this Contract are approved by the AGENCY and increase the amount of Work to be done, such added Work shall be known as extra Work; and when such corrections, alterations, or modifications decrease the amount of Work to be done, such subtracted Work shall be known as Work omitted. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change order signed by the CONTRACTOR indicates the CONTRACTOR's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect, and overhead) related to the Work authorized by the Change Order.
- b. Notice of Extra Work: When the CONTRACTOR considers that any changes ordered or other actions taken by Agency or its Representative involve extra work or/and extra time, he shall notify the AGENCY in writing, within seven (7) calendar days, and subsequently keep the AGENCY informed as to when and where alleged extra work is to be performed and shall make claim for compensation each month not later than the first day of the month following that in which the Work claimed to be extra work was performed. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by CONTRACTOR. CONTRACTOR shall not be entitled to claim or bring suit for damage, whether for loss of profit or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract Documents, and shall be subject to all terms, conditions, and provisions of the original Contact Documents.

All such claims shall state the date of the AGENCY's written order or other action and the date of approval by the AGENCY authorizing the Work on account of which claim is made.

Unless such notification is made in writing and unless complete statements of materials used and expenses incurred on account of such alleged extra work are furnished as above required, the CONTRACTOR shall not be entitled to payment on account of such alleged extra work, and any future claims for compensation for such allege extra work shall not result in additional compensation to the CONTRACTOR.

When changes decrease the amount of Work to be done, CONTRACTOR shall not have a claim for damages on account of anticipated profits on the Work that may be omitted.

FAILURE BY CONTRACTOR TO PROVIDE TIMELY NOTICE AND REQUEST WHERE SUCH NOTICE AND REQUEST IS REQUIRED BY THIS SECTION SHALL CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

- c. Owner Initiated Change: The CONTRACTOR must submit a complete cost proposal, including any change in the Contact Time, within seven (7) calendar days after receipt of a proposed change order initiated by the AGENCY, unless AGENCY requests that proposals be submitted in less than seven (7) calendar days.
- d. Contractor Initiated Change: The CONTRACTOR must give written notice of a request for a proposed change order, additional compensation or adjustment of the Contract Time within

seven (7) calendar days of discovery of the facts giving rise to the proposed change order.

- e. The Agency may approve change order requests or deny the request in whole or in part. If Agency fails to make a determination on a change order request within thirty (30) days or prior to completion of the project, whichever is earlier, it shall be deemed to be a denial of the request.
- f. Price quotations from the CONTRACTOR shall be accompanied by such detailed supporting documentation, including but not limited to estimates, and quotations from subcontractors or materials suppliers, as AGENCY may reasonably request.
- g. Daily Reports: In addition to the monthly claim for compensation, the CONTRACTOR shall submit a daily report of extra work to the AGENCY on forms approved by the AGENCY. The daily report shall include a narrative describing the Work performed, location of the Work, a list of all labor, materials, and equipment associated with the extra work including subcontractor Work, and applicable material delivery tickets. The Daily Report shall include details of subcontractors Work when invoices will be provided at a later date. Under circumstances where extra work is performed simultaneously on different portions of the project, the CONTRACTOR shall submit separate daily reports for each item of extra work. The daily report(s) shall also reference AGENCY's field memo numbers, or other written communication directing the CONTRACTOR to proceed with the Work, and/or reference CONTRACTOR's notice of extra work as applicable. The CONTRACTOR shall submit the daily report(s) by the close of the next working day. Failure to submit daily reports by the close of the next working day may waive the CONTRACTOR's rights to compensation for extra work for that day.

The Daily Report shall at minimum include the following information:

1. Narrative description of the type and location of the Work performed.
2. Names of workers, classification, hourly rates, and hours worked.
3. Listing, description, and quantities of materials used, including material delivery tickets.
4. List of equipment, including make, model, size, identification number, hours of operation and hourly rates. Include equipment loading, transportation, and unloading as applicable.
5. Reference to CONTRACTOR Notice of Extra Work or written communication from the AGENCY directing CONTRACTOR to proceed with the Work.

Failure of the CONTRACTOR to submit a daily report with all required information shall be grounds for rejection of the Daily Report by the AGENCY. Should the AGENCY find the Daily Report incomplete and reject said report, the AGENCY will return the rejected report to the CONTRACTOR with a list of information which the AGENCY considers necessary for the report to be considered complete. The CONTRACTOR shall resubmit the Daily Report with the additional information as requested to the AGENCY by the close of the next working day. Should the AGENCY find the CONTRACTOR's second submittal to be incomplete, i.e. does not respond to all the AGENCY's comments, the CONTRACTOR shall be deemed to have waived all rights for payment for extra work for that day.

The AGENCY and CONTRACTOR shall reconcile each daily report upon receipt. In the event that the AGENCY and CONTRACTOR cannot agree on a reconciled report, pertinent notes shall be entered by each party to explain points which cannot be immediately resolved. The reconciled report shall be signed by the AGENCY and CONTRACTOR, and a signed copy of the reconciled report shall be retained by both parties. Daily reports for extra work performed by subcontractors shall be submitted to the AGENCY through the CONTRACTOR and shall reference the CONTRACTOR's daily report that it pertains to.

Documenting Extra Work Costs. Invoices for materials and Work performed by subcontractors shall be submitted to the AGENCY within 30 days of the date extra work was performed. Each invoice shall be marked by the CONTRACTOR referencing the exact extra work report(s) pertaining to the submitted invoices. Where daily reports are submitted in conjunction with disputed extra work, the AGENCY's signature on a reconciled daily report DOES NOT constitute an agreement, authorization, approval, or acknowledgment that the CONTRACTOR is entitled to additional compensation on account of the disputed Work. The AGENCY's signature solely indicates receipt of the daily report and acknowledgment that the daily report accurately reflects the CONTRACTOR's Work efforts as described.

h. Determination of Costs: The difference in cost of the Work affected by such change will be added to or deducted from the amount of said Contract Price, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways:

1. By the estimate and acceptance of a lump sum
2. By cost and percentage
3. By cost plus a fixed fee
4. By agreed unit prices

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order to make said change, shall proceed with the Work. In such case and also under cases 2 and 3 above, he shall keep and present in such form as the AGENCY may direct, a correct account of the cost of labor and materials, together with vouchers. In addition, under cases 2, 3, and 4 the CONTRACTOR shall provide a not to exceed amount for extra change order work to be performed. In any case, the AGENCY shall certify to the amount including, in the case of extra work, a 15 percent of the actual costs incurred as a combined amount for both overhead and profit due the CONTRACTOR. Pending final determination of value, payment on account of changes shall be made on the AGENCY's certificate. No extra work shall be performed or change be made except upon a written order from the AGENCY stating that the extra work or change is authorized, and no claim for an addition to the Contract sum shall be valid unless so ordered.

Whenever corrections, additions, or modifications in the Work under this Contract change the amount of Work to be done or the amount of compensation due the CONTRACTOR, and such changes have been ordered in writing by the AGENCY and approved by the AGENCY, then a price may be agreed upon, or failing such an agreement in price, the cost of the work, calculated as provided in Section (h), below, shall be the full and proper compensation therefor, and such amount shall be added to or subtracted from, as the case may be, the price fixed by the terms of this Contract for the part of the Work affected.

i. The Cost of the Work: The Cost of the Work shall include only the following:

1. Labor: CONTRACTOR will be paid cost of labor for workers used in actual and direct performance of extra work, including only :

Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.

Labor Surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined above, such as taxes and insurance. Labor surcharge shall be and shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra or changed work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.

2. Material: Only materials furnished by CONTRACTOR and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges, to purchaser (CONTRACTOR, Subcontractor or other forces) from supplier thereof, except as the following are applicable: (a) If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to AGENCY notwithstanding fact that such discount may not have been taken. (b) For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials. (c) If AGENCY determines that cost of a material is excessive, then cost of material shall be deemed to be lowest reasonably available wholesale price at which material is available in quantities concerned delivered to Site, less any discounts described in (a), above.
3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.

For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type.

- a) Cost of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by AGENCY. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.

Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools.

4. Work Performed by Special Forces or Other Special Services: When AGENCY and CONTRACTOR, by agreement, determine that special service or item of extra Work

cannot be performed by forces of CONTRACTOR or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein CONTRACTOR is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. In lieu of overhead and profit provided in paragraph 5(a), below, fifteen percent (15%) will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

5. Overhead Defined: The following constitutes charges that are deemed included in overhead for all Contract Modifications, including work performed on a Time and Materials basis. CONTRACTOR shall not invoice or receive payment for these costs separately: Drawings: Field Drawings, Shop Drawings, etc., including submissions of Drawings; Routine field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; Computer services; Reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site Facilities (Offices, Telephones/Internet, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Home office expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and Disposal fees; Final cleanup; Other Incidental Work; Related warranties.
6. Markups for Overhead and Profit: The following markups will be added to the cost of labor, materials and equipment, calculated as described above.

Overhead and profit on labor shall be fifteen percent (15%).

Overhead and profit on materials shall be fifteen percent (15%).

Overhead and profit on equipment rental shall be ten percent (10%).

When work is performed by a first tier Subcontractor, CONTRACTOR shall receive a five percent (5%) markup on Subcontractor's total costs of extra work. First tier Subcontractor's markup on its Work shall not exceed fifteen percent (15%). When extra Work is performed by a lower tier Subcontractor, CONTRACTOR shall receive a total of five percent (5%) markup on the lower tier Subcontractor's total costs of extra work. CONTRACTOR and first tier Subcontractors and lower tier Subcontractors shall divide the fifteen percent (15%) markup as mutually agreed.

Notwithstanding the foregoing, in no case shall the total markup on any extra work exceed twenty percent (20%) of the direct cost, notwithstanding the actual number of Contract tiers. On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply. The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing

the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

It is understood that labor, materials, and equipment may be furnished by the CONTRACTOR, or by the subcontractor, or by others on behalf of the CONTRACTOR. When the Work is performed by other than the CONTRACTOR's organization, the CONTRACTOR shall reach an agreement with such other forces as to the distribution of payments made for such, and no additional payment therefore will be made by the AGENCY.

- j. Documenting the cost of the work: In order that a proper estimate may be made by the AGENCY of the net cost of labor and materials entering into extra work, in accordance with the procedure heretofore stated, the CONTRACTOR shall furnish daily an itemized statement of material and labor supplied together with the cost of such material and the wages paid, and shall furnish vouchers for quantities and prices of such labor, material or Work as more particularly described in General Conditions Paragraph GC-68, subparagraph (f) above. In case the CONTRACTOR fails to comply with the above provisions, he shall have no claim for compensation against the AGENCY.

The AGENCY reserves the right to contract with any person or firm other than the CONTRACTOR for any or all extra work.

k. Change of Contract Time

1. The Contract Time may only be changed by a Change Order.
2. All changes in the Contract Price and/or adjustments to the Contract Time related to each change shall be included in CONTRACTOR's request for a change order pursuant to this section. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.
3. Notice of the amount of the request for adjustment in the Contract Time with supporting data shall be delivered within seven (7) Days after such start of occurrence, unless AGENCY's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the CONTRACTOR failed to give notice in the manner and within the time prescribed.
4. AGENCY may elect, at AGENCY's sole discretion, to grant an extension in Contract Time, without CONTRACTOR's request, because of delays or other factors.
5. Use of Float and Critical Path.
 - a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the AGENCY or the CONTRACTOR.
 - b. CONTRACTOR shall not be entitled to compensation, and AGENCY will not compensate CONTRACTOR, for delays which impact early completion. Any

difference in time between the CONTRACTOR's early completion and the Contract Time shall be considered a part of the Project float.

6. CONTRACTOR's entitlement to an extension of the Contract Time is limited to an AGENCY-caused extension of the critical path, reduced by the CONTRACTOR's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the AGENCY-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.
 - a. CONTRACTOR shall not be entitled to an adjustment in the Contract Price or Contract Time for delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.
 - b. If CONTRACTOR is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions (as determined by the AGENCY), Acts of God, acts or failures to act of utility owners not under the control of AGENCY, or other causes not the fault of and beyond control of AGENCY and CONTRACTOR, then CONTRACTOR shall be entitled to a time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be CONTRACTOR's sole and exclusive remedy for such delays. CONTRACTOR must submit a timely request in accordance with the requirements of this section.
 - c. Utility-Related Delays.
 - i. CONTRACTOR shall immediately notify in writing the utility owner and AGENCY's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.
 - ii. CONTRACTOR shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.
7. Content for Requests for Contract Extension. CONTRACTOR's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which CONTRACTOR's entitlement is based. At a minimum, each request for a time extension must include:
 - a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the CONTRACTOR is entitled to a time extension. CONTRACTOR must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the

Work, or specified part in question, beyond the corresponding Contract Times, despite CONTRACTOR's reasonable and diligent actions to guard against those effects.

- b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

8. No Damages for Reasonable Delay.

AGENCY's liability to CONTRACTOR for delays for which AGENCY is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances and compensable under the Contract, in which case AGENCY'S liability shall be limited to the amount of reverse liquidated damages for each day of compensable delay.

9. CONTRACTOR's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar CONTRACTOR's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices AGENCY's and AGENCY's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. CONTRACTOR hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which CONTRACTOR fails, neglects, or refuses to fully comply with the requirements of this section.

Notwithstanding the general formulas and language of this Paragraph GC-68, the CONTRACTOR's attention is especially called to the fact that it shall be entitled to no claim for damages for anticipated profits on any portions of Work that may be omitted.

GC-69. PAYMENT FOR PATENTS AND PATENT INFRINGEMENT

All fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with the performance of the Work or any part thereof shall be included in the price bid for doing the Work, and the CONTRACTOR and his sureties shall defend, protect and hold the AGENCY, the REPRESENTATIVE with all their officers, agents, and employees, harmless against liability of any nature or kind for any and all costs, legal expenses, and damages made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention or patent, or growing out of any use or alleged infringement of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by the AGENCY, unless otherwise specifically stipulated in the Contract. Before final payment is made on the Contract, the CONTRACTOR shall furnish an affidavit to the AGENCY regarding patent rights for the project. The affidavit shall state that all fees and payment due as a result of the Work incorporated into the project or methods utilized during construction have been paid in full. The CONTRACTOR shall certify in the affidavit that no other fees or claims exist for Work in this project.

GC-70. PAYMENT OF TAXES

The CONTRACTOR shall pay, and shall assume exclusive liability for, all taxes levied or assessed on or in connection with his performance of this Contract, whether before or after

acceptance of the Work, including, but not limited to, State and local sales and use taxes, Federal and State payroll taxes or assessments, and excise taxes, and no separate allowance will be made therefore, and all costs in connection therewith shall be included in the total amount of the Contract price.

GC-71. BASIS OF PAYMENT

Payment at the prices set forth in the Bid proposal and the Contract for bid items awarded will be considered to be in full compensation for completed Work, and will cover materials, supplies, labor, tools, machinery, permits, bonds, insurance, and all other expenditures incidental to satisfactory compliance with the Contract, unless otherwise specifically provided.

GC-72. PARTIAL PAYMENTS

In consideration of the faithful performance of the Work prosecuted in accordance with the provisions of these Specifications and the Contract, the AGENCY will pay the CONTRACTOR for Work performed.

The AGENCY will pay the CONTRACTOR for all such Work on the basis of percentage completion. Payments will be made by the AGENCY to the CONTRACTOR on estimates as recommended by the AGENCY's representative, based on equipment installed and tested, and labor and materials incorporated into said permanent Work by the CONTRACTOR during the preceding month. The AGENCY shall retain five percent (5%) of the amount of each such estimate. An amount to cover any withholds as provided in Paragraph GC-74 may be deducted from any payments due. No payments will be made for temporary construction. Partial payments will be based on Work accomplished as of the 20th calendar day of each month or the closest Work day thereto.

The AGENCY will pay the CONTRACTOR on time, in accordance with the provisions of the Public Contract Code §20104.50. Upon receipt of the payment request, the AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the AGENCY as soon as practicable after receipt for purpose of determining that the payment request is proper payment request.
- (2) The payment request determined not to be a proper payment request suitable for payment shall be returned the CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

If AGENCY fails to make the progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from the CONTRACTOR on a construction contract shall pay interest to the CONTRACTOR equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

The number of days available the AGENCY to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the AGENCY exceed the (7) seven- day return requirement set forth in paragraph (2) of this article GC-72. For purpose of this article:

- a) A "progress payment" shall include all payments due to CONTRACTOR, except that

portion of the final payment designated by the contract as retention earnings.

- b) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the AGENCY.

See Paragraph GC-83 for security substitution on withholds.

Any failure on the part of the AGENCY to condemn defective Work or material at the time of construction shall not be deemed an acceptance, and the CONTRACTOR will be required to correct defective Work or material at any time before acceptance, and within the Guarantee period.

The payment of any progress payments by the AGENCY to the CONTRACTOR shall not constitute a waiver of the AGENCY's rights under the Contract Documents to assess and collect liquidated damages due to delay in the completion of the Work.

GC-73. PARTIAL PAYMENTS: INCLUSION OF MATERIALS ON HAND

CONTRACTOR may include up to 95 percent of the value of certain equipment and materials furnished under the Contract in estimates for partial payments before the equipment or materials are installed, subject to the following:

- a. All equipment items listed in the Equipment Designation in the Bid are eligible. Other equipment and materials are only eligible for inclusion in partial payments when incorporated in the Work.
- b. Equipment and materials will only be eligible if given conditional or final acceptance by the AGENCY and are in apparent compliance with favorably reviewed shop drawings.
- c. Only equipment or materials which have received favorable review of shop drawings will qualify.
- d. Eligible equipment or materials must be delivered and properly stored, insured, protected and maintained, in a manner favorably reviewed by the AGENCY. Materials and equipment must be stored at the job site or at a warehouse within ten (10) miles of the project site at the discretion of the AGENCY. Agency may require Contractor to execute a security agreement and file a Uniform Commercial Code -1 (UCC-1) as a condition of payment for material or equipment stored off site.
- e. The CONTRACTOR shall provide copies of receipted invoices to establish the basis of the amount to be included in pay estimates for materials or equipment on hand.
- f. The value for materials on hand and not yet installed will be added to the estimate of Work installed before the retention pursuant to Paragraph GC-72 has been subtracted from the value of Work installed.

Partial payment procedures are more specifically detailed in Paragraph GC-72.

GC-74. RIGHT TO WITHHOLD AMOUNTS

In addition to the amount which the AGENCY may otherwise retain under the Contract, the AGENCY may withhold a sufficient amount or amounts of any payment or payments otherwise

due the CONTRACTOR, as in its judgment may be necessary to cover:

- a. Payments which may be past due and payable for just claims against the CONTRACTOR or any subcontractor for labor or materials furnished for the performance of this Contract.
- b. For defective Work not remedied.
- c. For failure of the CONTRACTOR to make proper payments to his subcontractor.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to another contractor or to property.
- f. Failure of the CONTRACTOR to keep his Work progressing in accordance with his time schedule or maintaining current "record documents" records. For failure to maintain "record documents," the AGENCY may deduct three hundred dollars (\$300.00) per week for each week "record documents" are not maintained.
- g. The AGENCY's costs for the CONTRACTOR's failure to complete within the allowed time or failure to notify.
- h. Cost of insurance and/or bonds arranged by the AGENCY due to cancellation or reduction of the CONTRACTOR's insurance and/or bonds.
- i. Failure of the CONTRACTOR to make proper submissions, as herein specified.
- j. Failure to submit, revise, resubmit or otherwise conform to the requirements herein for construction scheduling. Deducted amount for failure to revise and resubmit or update schedule shall be one thousand dollars (\$1,000.00) per month.

When the above reasons for withhold amounts are removed; payment will be made to the CONTRACTOR.

The AGENCY in its discretion may apply any withheld amount or amounts to the payment of valid claims. In so doing, the AGENCY shall be deemed the agent of the CONTRACTOR, and any payment so made by the AGENCY shall be considered as a payment made under the Contract by the AGENCY to the CONTRACTOR, and the AGENCY shall not be liable to the CONTRACTOR for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The AGENCY will render to the CONTRACTOR a proper accounting of such funds disbursed in behalf of the CONTRACTOR.

GC-75. RIGHT TO OPERATE UNSATISFACTORY EQUIPMENT

If, after installation, the operation or use of the facilities and equipment to be furnished or installed under this Contract proves to be unsatisfactory to the AGENCY, the AGENCY shall have the right to operate and use such facilities until it can, without damage to the AGENCY, be taken out of service for correction or replacement.

GC-76. BENEFICIAL USE

As a condition to partial payments, when the Work or any portion of it is sufficiently complete to be utilized or placed into service, the AGENCY shall have the right upon written notification to the CONTRACTOR to utilize such portions of the Work and to place the operable portions into

service and operate same. Upon notice and commencement of utilization or operation by the AGENCY, the CONTRACTOR shall be relieved of the duty of maintaining the portions so utilized or placed into operation; provided, however, that nothing herein shall be construed as relieving the CONTRACTOR of the full responsibility for completing the Work in its entirety, for making good defective Work and materials, for protecting the Work from damage, and for being responsible for damage and for the Work as set forth in the General Conditions and other contract documents, nor shall such action by the AGENCY be deemed completion and acceptance. Nothing in the section shall be construed as relieving the CONTRACTOR, the CONTRACTOR's sureties, or insurers from the provisions of the sections of these General Conditions on "Correction of Defective Work," "Defective Materials," "CONTRACTOR's Liability," "CONTRACTOR's Insurance," and "Guarantees."

GC-77. WARRANTY OF TITLE

No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The CONTRACTOR warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the AGENCY free from any claim, liens, security interest, or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the CONTRACTOR from installing metering devices and other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. In the event of the installation of any such metering device or equipment, the CONTRACTOR shall advise the AGENCY as to the legal owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due the CONTRACTOR in the hands of the AGENCY. The provisions of this paragraph shall be inserted in all subcontracts and material or equipment contracts, and notice of its provisions shall be given to all persons furnishing materials or equipment for the Work when no formal contract is entered into for such materials or equipment.

GC-78. RELEASE

The acceptance by the CONTRACTOR of the final payment made under the terms of the Contract shall operate as, and shall be, a release to the AGENCY, the REPRESENTATIVE, and their respective officers, employees, and agents, from all claim of and/or liability to the CONTRACTOR for anything done or furnished for, or in relation to, the Work or for any act or neglect of the AGENCY or any person related to or affecting the Work, except for claims previously made in writing and identified as unsettled by the CONTRACTOR at the time of the final payment request.

GC-79. FINAL ESTIMATE AND PAYMENT

After completion of the entire Work, but prior to its acceptance by the AGENCY, the last partial payment will be made to the CONTRACTOR in accordance with Paragraph GC-72. After receipt of the last partial payment, but prior to acceptance of the Work by the AGENCY, the CONTRACTOR shall send a letter to the AGENCY stating that upon receipt of the final payment described below, the CONTRACTOR will consider the sum of the payments made to him by the AGENCY as full and just compensation for the whole amount of Work done according to the

terms of the Contract, and that the CONTRACTOR shall make no more demands upon the AGENCY for any further payments. Before the final payment is made, the CONTRACTOR shall satisfy the AGENCY by affidavit that all bills for labor and material have been paid, and the time limitations specified herein are contingent upon such satisfactory evidence being presented by the CONTRACTOR.

The CONTRACTOR shall submit with each payment request the CONTRACTOR's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the CONTRACTOR and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 8132, 8132, 8136 and 8138. Prior to final payment by the OWNER, the CONTRACTOR shall submit a final conditional waiver of lien for the CONTRACTOR's work, together with unconditional releases of lien from any subcontractor or materialmen.

Following receipt of all required submittals and the REPRESENTATIVE's written recommendation that the AGENCY accept the project, the AGENCY will take formal action on acceptance.

Within fifteen (15) days of the acceptance by the AGENCY of the completed Work embraced in the Contract, the AGENCY shall cause to be recorded in the office of the County Recorder a Notice of Completion.

Within twenty-one (21) days after acceptance by the AGENCY of the completed Work embraced in the Contract, a final billing which will show the whole amount of Work done by the CONTRACTOR according to the terms of the Contract, and also the value of the Work based upon the Contract, will be prepared by the REPRESENTATIVE and presented to the AGENCY. Thirty-five (35) days after recording Notice of Completion of the Contract, the AGENCY will pay the CONTRACTOR in lawful money such sums of money as may be due the CONTRACTOR but excluding such sums as have previously been paid the CONTRACTOR under the provisions of the Contract and such sums paid out under Paragraph GC-83 herein. This payment will constitute the final payment to the CONTRACTOR under this Contract.

Disbursement of retention proceeds shall, in all cases, comply with the provisions of Section 7107 of the Public Contract Code.

GC-80. APPLICABILITY OF ALL SECTIONS OF SPECIFICATIONS

The technical specifications are presented on the Drawings and in the Specifications in sections for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. All sections of the Specifications and Plans are interdependent and applicable to the project as a whole.

The Specifications and all notes on the Drawings are directed to the CONTRACTOR and all Work shall be performed by him even though phrases such as "the CONTRACTOR shall" or "shall be done by the CONTRACTOR" are omitted. Where terms such as approved, "acceptable," "favorably reviewed," "review," "selected," "directed," "equivalent," "equal," or "satisfactory" are used, it shall mean by or to the AGENCY.

GC-81. CONSTRUCTION SEQUENCE PLAN

a. Connections - Connections to existing structures, pipelines, electrical systems, telephone

systems, etc., shall be programmed by the CONTRACTOR to provide the least possible interference with the AGENCY. Prior to any connection, shutdown, or flow diversion, all necessary materials, fittings, supports, equipment, and tools shall be on the site and all necessary labor scheduled prior to performing any connection related Work. The CONTRACTOR shall notify the AGENCY and affected entity in writing at least seven (7) calendar days in advance of performing any connection Work or any Work requiring shutdown. Shutdown duration shall be coordinated by the CONTRACTOR with the affected entity to meet their requirements.

b. **Construction Plan.** The CONTRACTOR shall submit a Construction Plan in accordance with the various conditions contained in Division 1. The Construction Plan shall be a narrative description of how the CONTRACTOR intends to approach the Work and should be a companion to the schedule. The CONTRACTOR shall receive favorable review of its construction plan from the AGENCY prior to proceeding with the Work. The plan shall be specific both with regard to construction sequence and schedule.

GC-82. LITIGATION AND CLAIMS RESOLUTION

CONTRACTOR shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of GC-68 Change Order Work, as a prerequisite to filing any claim governed by this Paragraph. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

- A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, section 9204 of the public contract code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this paragraph is to implement sections 20104 et seq. and section 9204 of the California Public Contract Code. This paragraph shall be construed to be consistent with said statutes.
- B. **Claims.** For purposes of this Paragraph, "Claim" means a separate demand by the CONTRACTOR, after a change order duly requested in accordance with GC-68 Change Order Work has been denied by the AGENCY, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the CONTRACTOR pursuant to the Contract, or (C) an amount the payment of which is disputed by the AGENCY. Claims governed by this Paragraph may not be filed unless and until the CONTRACTOR completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in GC-68 Change Order Work, and CONTRACTOR's request for a change has been denied in whole or in part. The claim shall be submitted in writing to the AGENCY and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

- C. **Time for Submitting Claims.** Claims governed by this section must be filed no later than the date of final payment. Prior to final payment, CONTRACTOR must file its Claims within thirty (30) days of either: (i) CONTRACTOR's completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in GC-68, and AGENCY denies (or is deemed to deny) CONTRACTOR's request for a change in whole or in part; or (ii) the event giving rise to the claim, if not subject to any other contractual procedure. Failure to timely submit a claim shall constitute CONTRACTOR's waiver of any rights to pursue the claim
- D. **Supporting Documentation.** The CONTRACTOR shall submit all claims in the following format:
1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
 2. List of documents relating to claim:
 - a. Specifications
 - b. Drawings
 - c. Clarifications (Requests for Information)
 - d. Schedules
 - e. Other
 3. Chronology of events and correspondence
 4. Analysis of claim merit
 5. Analysis of claim cost
 6. Time impact analysis in CPM format
- E. **AGENCY's Response.** Upon receipt of a claim pursuant to this Paragraph, AGENCY shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the public entity issues its written statement.
1. If the AGENCY needs approval from its governing body to provide the CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the claim, and the AGENCY's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the AGENCY shall have up to three Days following the next duly publicly noticed meeting of the AGENCY's governing body after the 45-Day period, or extension, expires to provide the CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a claim, the AGENCY may request in writing additional documentation supporting the claim or relating to defenses or claims the AGENCY may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of AGENCY and the CONTRACTOR. The AGENCY's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information or requested documentation, whichever is greater.
- F. **Meet and Confer.** If the CONTRACTOR disputes the AGENCY's written response, or the AGENCY fails to respond within the time prescribed, the CONTRACTOR may so notify the AGENCY, in writing, either within 15 Days of receipt of the AGENCY's response or within 15 Days of the AGENCY's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the AGENCY shall schedule a meet and confer conference within 30 Days for settlement of the dispute.
- G. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the CONTRACTOR in writing, shall be submitted to nonbinding mediation, with the public entity and the CONTRACTOR sharing the associated costs equally. The public entity and CONTRACTOR shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.
1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 3. Unless otherwise agreed to by the public entity and the CONTRACTOR in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 4. The mediation shall be held no earlier than the date the CONTRACTOR completes the Work or the date that the CONTRACTOR last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

- H. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the CONTRACTOR must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- I. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:
1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Agreement. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- J. **Government Code Claims:** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the CONTRACTOR must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the AGENCY. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the AGENCY may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the CONTRACTOR last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**
- K. **Non-Waiver.** The AGENCY's failure to respond to a claim from the CONTRACTOR within the time periods described in this Paragraph or to otherwise meet the time

requirements of this Paragraph shall result in the claim being deemed rejected in its entirety.

GC-83. SECURITY SUBSTITUTION FOR WITHHOLDS

For any withhold of amounts earned by the CONTRACTOR under Paragraphs GC-72 and 79, the CONTRACTOR may substitute securities as provided in Section 22300 of the Public Contract Code, as Amended, which states in part as follows:

"Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to the CONTRACTOR."

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

The CONTRACTOR shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

GC-84. FINAL CLEANUP

Prior to final acceptance of the Work, the CONTRACTOR shall at his own and sole expense thoroughly clean the premises, remove all temporary structures built by or for him, and remove all equipment and surplus construction material and debris from the area. The entire project, before acceptance by the AGENCY, shall be left in a neat and clean condition. All Work areas and temporary construction areas shall be returned to essentially the same conditions existing before the commencing of project construction.

The CONTRACTOR shall reseed the areas used for CONTRACTOR offices, storage areas, and related operation areas upon completion of the Work.

In the event of the CONTRACTOR's failure to perform his obligations under this paragraph, the AGENCY may cause the same to be performed at the expense of the CONTRACTOR.

GC-85. HAZARDOUS MATERIALS DISCOVERY

The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the AGENCY, in writing, of any:

- (1) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting

bids, or

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the contract.

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

In the event that a dispute arises between the AGENCY and CONTRACTOR about whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the Work the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

GC-86. UNFAIR BUSINESS PRACTICES CLAIMS: ASSIGNMENT TO AWARDING BODY

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

GC-87. SCHEDULE

- a. **Schedule.** Within ten (10) days after the Notice of Award, CONTRACTOR shall prepare a Preliminary Work schedule using computerized Critical Path Method (CPM) scheduling and shall submit it for the AGENCY's review. The receipt or review of any schedules by the AGENCY shall not in any way relieve the CONTRACTOR of its obligations under the Contract Documents, nor shall it modify the Contract Time. The CONTRACTOR is fully responsible to determine and provide for any and all staffing and resources at levels which allow for the required quality and timely completion of the Work. CONTRACTOR's failure to incorporate all elements of Work or any inaccuracy in the schedule shall not excuse the CONTRACTOR from performing all of the required Work within the Contract Time. If the Initial Schedule is not received by the time the first payment under the Contract is due, CONTRACTOR shall not be paid until the schedule is received, reviewed and accepted by the AGENCY.
- b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the CONTRACTOR's judgment are needed to complete the Work

within the Contract Time. The schedule shall clearly state the number of staff to be used on each daily segment of the Work. Schedules indicating early or late completion shall not modify or have any effect on the Contract Time, regardless of whether the schedules are reviewed and/or accepted by the AGENCY. For purposes of determining Liquidated Damages, the Contract Time shall control and may only be altered by a duly authorized change order.

- c. **Schedule Updates.** CONTRACTOR shall continuously update its construction schedule. CONTRACTOR shall submit an updated and accurate construction schedule to the AGENCY whenever requested to do so by AGENCY and with each progress payment request. The AGENCY may withhold progress payments or other amounts due under the Contract Documents if CONTRACTOR fails to submit an updated and accurate construction schedule. Upon the AGENCY's request, CONTRACTOR shall submit any schedules or updates to the AGENCY in the native electronic format of the software used to create the schedule.

GC-88. Code of Conduct

SCVWA is committed to maintaining a professional, collegial work environment in which all individuals are treated with fairness, respect and dignity. Any form of discrimination or harassment will not be tolerated. Employees and representatives of SCVWA, the contractor, the developer, any subcontractors or any other persons on their behalf shall not in any manner discriminate against or intimidate any individuals involved in the design, construction or inspection of any water facilities. Harassment will not be tolerated in any form, including but not limited to, verbal abuse, intimidating behavior, threats, insults, attacks, bullying, threatening, demeaning, or impersonation of others.

End of Section

SANTA CLARITA VALLEY WATER AGENCY
OLYMPIAN TANKS 1 AND 4 EXTERIOR REPAINTING PROJECT

SPECIAL CONDITIONS

August 18, 2026

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SPECIAL CONDITIONS

SC-1. SCOPE

These Special Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated herein. All provisions which are not so amended or supplemented remain in full force and effect.

SC-2. DEFINITIONS

CONSTRUCTION MANAGER.

General. The Construction Manager is a representative of the AGENCY employed to act as advisor and consultant to the AGENCY in construction matters related to the Contract. The term Construction Manager may include more than one individual to perform contract administration, construction observation and inspections. Hereinafter, the term Representative includes any and all representatives working under the direction of the Representative.

All instructions to the CONTRACTOR and all communications from the CONTRACTOR to the AGENCY or the ENGINEER shall be forwarded through the Construction Manager. The Construction Manager will have authority to act on behalf of the AGENCY only to the extent provided in the Contract Documents. The AGENCY has delegated its authority to the Construction Manager to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work under the Contract. The Construction Manager shall interpret the intent and meaning of the Contract Documents and shall make initial decisions with respect to the CONTRACTOR'S performance of the Contract and the CONTRACTOR'S entitlement to compensation. The CONTRACTOR shall look initially to the Construction Manager in matters relating to the Contract.

Construction Manager's Responsibility. The Construction Manager will observe the progress, quality, and quantity of the Work to determine, in general, if the Work is proceeding in accordance with the provisions of the Contract Documents. The Construction Manager shall not be responsible for construction means, methods, appliances techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. In accordance with the provisions detailed elsewhere in these General Conditions, the Construction Manager will make the initial decisions relative to all matters of interpretation or execution of the Contract Documents.

Observation and Inspections of Construction. The Construction Manager shall observe the construction and shall have the authority to reject work and materials that do not conform to the Contract Documents, and to require special inspection or testing.

Observation and inspection by the Construction Manager is not an authorization to revoke, alter, or waive any requirements of the Contract Documents. Observation and inspection is the authorization to call the attention of the CONTRACTOR to any failure of the Work, materials or workmanship to conform to the Contract Documents. The Construction Manager shall have this authority including the ability to reject materials or,

in any emergency, suspend the Work. The CONTRACTOR may appeal any such issue, which it disagrees with to the Construction Manager for decision. If the decision of the Construction Manager is not satisfactory to the CONTRACTOR, the CONTRACTOR may appeal such decision to the AGENCY'S Representative.

Acceptability of the Work. The Construction Manager has the authority to make a recommendation as to the acceptability of the Work.

Change Orders. The Construction Manager has the authority to initiate change orders; to reject change orders proposed by the CONTRACTOR or ENGINEER; to negotiate and recommend acceptance of change orders; or to order minor changes in the Work at no cost to the AGENCY.

Construction Schedule. The Construction Manager has the authority to review and recommend acceptance of the progress schedule submitted by the CONTRACTOR at the start of the Work and subsequent significant revisions for conformance to the specified sequence of work and logic.

Payments. The Construction Manager has the authority to recommend acceptance or rejection of CONTRACTOR'S requests for payment, which have been submitted by the CONTRACTOR.

Completion. The Construction Manager, with the assistance of the ENGINEER, will conduct inspections to determine the dates of substantial completion of the Work and final completion of the Work, and will receive and forward to the AGENCY, for the AGENCY'S review, written warranties, and related documents required by the Contract and assembled by the CONTRACTOR."

SC-3. COMMENCEMENT OF WORK AND TIME ALLOWED FOR COMPLETION

Add the following paragraphs to General Conditions, Paragraph GC- 5:

"In accordance with the specifications, the undersigned further agrees to so plan the Work and to execute the Work with such diligence that said Work shall be commenced within fifteen (15) days after the date established by the AGENCY in its Notice to Proceed, and the entire Work shall be completed, tested and ready for service by the date as defined herein.

CONTRACTOR agrees that the Olympian Tank 1 Work will be completed Thirty-three (33) calendar days from the Notice to Proceed, and the Olympian Tank 4 Work will be completed Twenty-three (23) calendar days from the Notice to Proceed. The CONTRACTOR shall submit a schedule in accordance with the Contract Documents.

Reference is made to the Article 6 of the Contract.

Except for work of an emergency nature, as determined by the AGENCY, the CONTRACTOR'S construction activities are limited to the following work hours:

A. Monday through Friday: between the hours of 7:30 a.m. to 5:30 p.m. These work

hours shall replace the hours indicated in General Conditions GC-16.

- B. No construction work will be allowed on Saturday, Sundays, and on AGENCY observed holidays, unless otherwise approved in writing by the AGENCY. Refer to SC-7 for AGENCY holiday schedule.
- C. The AGENCY'S offices are closed every Friday and on other days where the Friday conflicts with a Holiday. AGENCY personnel will not be available on these days. The CONSTRUCTION MANAGER will be available on these days and the CONTRACTOR can work on these days between the hours indicated in this Section.
- D. There shall be no Work performed outside the work hours, unless requested in writing by the CONTRACTOR or AGENCY, and approved by the AGENCY. Any inspection performed outside the work hours by the AGENCY or its REPRESENTATIVES resulting from a CONTRACTOR'S request to work outside the work hours shall be paid by the CONTRACTOR at no additional cost to the AGENCY.

Final completion shall mean completed and ready for final payment in accordance with the General Conditions."

SC-4. FAILURE TO COMPLETE THE WORK IN THE TIME AGREED UPON: LIQUIDATED DAMAGES

Add the following paragraph to General Conditions, Paragraph GC-6:

"AGENCY and CONTRACTOR agree that as liquidated damages for CONTRACTOR'S delay (but not as a penalty or forfeiture) CONTRACTOR shall pay AGENCY one thousand and no/100 dollars (\$1,000.00) for each day that expires after the time specified in Special Conditions, SC-3 until the entire Work is at Final completion. AGENCY and CONTRACTOR agree that as liquidated damages for compensable delays (but not as a penalty or forfeiture) to CONTRACTOR, AGENCY shall pay CONTRACTOR five hundred and no/100 dollars (\$500) for each day of compensable delay.

SC-5. INSURANCE

SC-5.1. INSURANCE REQUIREMENTS FOR CONTRACTORS

General Conditions, Paragraph GC-10, INSURANCE, Subparagraph a. Insurance Requirements for Contractors

DELETE the following General liability description unless changing GC-10 amounts:

"General liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate \$2,000,000 completed operations aggregate"

and REPLACE with the following General liability description:

"General liability: \$2,000,000 per occurrence, \$4,000,000 general aggregate, \$4,000,000 completed operations aggregate"

SC-5.2. INSURANCE REQUIREMENTS FOR CONTRACTORS

General Conditions, Paragraph GC-10, INSURANCE, Subparagraph a. Insurance Requirements for Contractors

DELETE the following Excess liability description unless changing GC-10 amounts:

"Excess liability limits shall be no less than three million dollars (\$3,000,000) per occurrence/claim/or accident, through any combination of primary and excess or umbrella insurance policies and shall apply above the other liability coverage."

and REPLACE with the following Excess liability description:

"Excess liability limits shall be no less than ten million dollars (\$10,000,000) per occurrence/claim/or accident, through any combination of primary and excess or umbrella insurance policies and shall apply above the other liability coverage."

SC-5.3. ADDITIONAL INSURED

General Conditions, Paragraph GC-10, INSURANCE, Subparagraph b.1. Additional Insureds

Add the following words if there are additional insureds: "ADDITIONAL INSURED," into the first sentence after: "The AGENCY, the AGENCY'S Representative, the Engineer/Architect,"

SC-5.4. ADDITIONAL INSURED

General Conditions, Paragraph GC-10, INSURANCE, Subparagraph b.1. Additional Insureds

Add the following words if there are additional insureds: "ADDITIONAL INSURED," into the first sentence after: "The AGENCY, the AGENCY'S Representative, the Engineer/Architect,"

DELETE the following coverage description:

"The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds [via ISO endorsement at least as broad as CG 2010 1185 or both CG 20 10 and CG 20 37 04 13 (if later revisions used) as respects:"

and REPLACE with the following description:

"The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds [via ISO endorsement at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 as respects:"

SC-5.5. ADDITIONAL INSUREDS

General Conditions, Paragraph GC-10, INSURANCE, Subparagraph b.11, Continuation of Coverage

DELETE the following coverage description:

"The CONTRACTOR shall, upon demand of AGENCY, deliver evidence of coverage showing continuation of coverage for at least 10 years after completion of the Project."

and REPLACE with the following description:

"CONTRACTOR shall procure and maintain for the duration of the contract and *for five (5) years thereafter*, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the work performance by CONTRACTOR, his agents, representatives, employees or subcontractors. The CONTRACTOR shall, upon demand of the AGENCY deliver evidence of coverage for at least five (5) years after completion of the Project."

SC-6. PERMITS AND FEES

Add the following paragraphs to General Conditions, Paragraph GC-14:

"The CONTRACTOR shall comply with all requirements of the City of Santa Clarita, Los Angeles County, and the State of California on notifications, protective signs, and other construction conditions. The CONTRACTOR shall be responsible for obtaining and maintaining all permits regarding dewatering operations, as applicable.

The CONTRACTOR shall, in the name of the AGENCY, file for, obtain and pay all fees for all permits and coordinate all aspects of this work as well as associated inspections and other work. The CONTRACTOR-obtained permits shall include, but not limited to, the following permits:

1. Cal/OSHA Trenching and Excavation Permit, as applicable.
2. Hot Works Operations Permit from County of Los Angeles Fire Department, Santa Clarita Office Fire Prevention Division, as applicable.

The CONTRACTOR shall plan and execute the Work required to complete this Project in a manner that will eliminate or reduce adverse environmental impact during construction. Refer to the applicable Technical Specifications.

Where the requirements of the jurisdictional agencies differ from the requirements contained in the Contract Documents, the more restrictive shall govern.

Any permits, bonds, and licenses required for the performance of the Work under this Contract and not specifically mentioned herein as having been obtained by the AGENCY shall be obtained and paid for by the CONTRACTOR.”

SC-7. COMPLIANCE WITH LAWS

Add the following paragraphs to General Conditions, Paragraph GC-16, c:

The following holidays will be observed by the AGENCY:

1. New Year’s Day
2. Martin Luther King Jr. Day
3. President’s Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran’s Day
8. Thanksgiving Day
9. Day After Thanksgiving
10. Christmas Day

The AGENCY is working according to a 9/80 working schedule [nine (9) working days for a total of 80 hours over a two (2) week period, providing an off day on every other Friday]. The AGENCY offices are closed every other Friday and, on a Thursday if the Friday is a Holiday.

No Work shall be done on Saturdays, Sundays and on holidays, unless authorized in writing by the AGENCY.

SC-8. SANITATION

Add the following paragraph to General Conditions, Paragraph GC-22:

“CONTRACTOR shall provide at least daily cleaning of sanitary facilities. Fixed or portable chemical toilets shall conform to the requirements of OSHA Standards for Construction, Section 1926.51 Subpart D.”

SC-9. SAFETY

Add the following paragraphs to General Conditions, Paragraph GC-23:

“The CONTRACTOR shall prepare and submit to AGENCY the Contractor Safety Plan, for information.”

SC-10. TESTING

General Conditions, Paragraph GC-39

Add the following paragraphs to General Conditions, Paragraph GC-39, Subparagraph b. Costs of Testing:

"All tests to determine compliance with the Contract Documents shall be performed in accordance with the Technical Specifications. Unless otherwise specified, the costs of such testing shall be borne by the AGENCY."

Testing services if provided by AGENCY are for the sole benefit of AGENCY; however, test results may be available to CONTRACTOR.

Testing necessary to satisfy CONTRACTOR'S internal quality control procedures shall be the sole responsibility of the CONTRACTOR.

Unless otherwise specified, CONTRACTOR shall provide all testing services in connection with the following, as applicable:

1. Concrete materials and design mixes.
2. Reinforcement Steel tests.
3. Soil Nail Retaining Wall System tests.
4. Backfill materials and compaction tests.
5. NPDES permits tests.
6. All other tests and engineering data required for ENGINEER'S review of materials and equipment proposed to be used in the Work.

CONTRACTOR shall obtain AGENCY'S acceptance of the testing firm before having services performed and shall pay all costs for these testing services."

SC-11. METHODS AND APPLIANCES

Add the following paragraph to General Conditions, Paragraph GC-41:

"The CONTRACTOR shall not be permitted to use a helicopter on site in the execution of Work. The CONTRACTOR shall not use a drone in the execution of Work."

SC-12. CHANGE ORDER WORK

Add the following paragraph to the General Conditions, Paragraph GC-68, g:

"Under cases 2, 3, and 4 the CONTRACTOR shall provide a not to exceed amount for extra change order work to be performed."

**TECHNICAL SPECIFICATIONS
EXTERIOR REPAINTING OF THE OLYMPIAN 1 WATER STORAGE TANK
SANTA CLARITA VALLEY WATER**



**CSI Services, Inc.
P.O. Box 801357
Santa Clarita, CA 91380
877.274.2422**

July 2026

**TECHNICAL SPECIFICATIONS
EXTERIOR REPAINTING OF THE OLYMPIAN 1 WATER STORAGE TANK
SANTA CLARITA VALLEY WATER**

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TECHNICAL SPECIFICATIONS
EXTERIOR REPAINTING OF THE OLYMPIAN 1 WATER STORAGE TANK
SANTA CLARITA VALLEY WATER

PART 1.0 - GENERAL

1.01 PURPOSE

- A. The purpose of this specification is to establish the requirements for the removal and replacement of the exterior paint system on Olympian Tank 1, which is owned and operated by Santa Clarita Valley Water (SCV Water).

1.02 SCOPE OF WORK

- A. Provide and pay for all labor, equipment, materials, machinery, facilities, and services necessary to complete the work in accordance with these specifications.
- B. The work to be accomplished includes the complete removal of all existing exterior paint systems at the roof, shell, tank accessories, and appurtenances, including site piping directly serving the tank. The work shall be performed by dry or wet abrasive blast cleaning and shall include the application of a new epoxy and polyurethane paint system.
- C. All work includes all costs for the containment of debris during all surface preparation and coating application activities and all costs associated with the handling, removal, transportation, and disposal of all waste generated on the project in accordance with federal, state, and local regulations.

1.03 BACKGROUND

- A. The Olympian Tank No. 1 (Formerly North Oaks No. 1) is a welded steel, above ground water storage tank built by Pacific Erectors, Inc. in 1974. The tank is approximately 86 feet in diameter by 24 feet high, providing a nominal capacity of one million gallons. It is the smallest (Height) of four water storage tanks on site. It is located adjacent to Olympian Court, Canyon Country, CA

The exterior of the structure is painted with what appears to be an overcoat of the original red oxide alkyd primer with a paint system comprised of an epoxy and a polyurethane enamel finish coat.

- B. A sample of the existing exterior paint system has been analyzed and found to contain relatively low levels of heavy metals at the exterior surfaces. The result of this testing is reported in the following table:

Sample	Description	Element (ppm)		
		Cadmium (Cd)	Chromium (Cr)	Lead (Pb)
CSI-1	Olympian 1 Roof	<5.77	29.1	260
CSI-2	Olympian 1 Shell	<5.85	37.1	273

- C. The above information is provided for bidding purposes only. The results of this testing shall be taken into consideration when providing an environmental protection, worker protection, and waste disposal plan. No responsibility is assumed by the owner for the actual toxic metal content of the coating system. The Contractor is responsible to conduct appropriate testing of their own and comply with local, state and federal health, safety and environmental regulations.

1.04 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Without limiting the general aspects or other requirements of this specification, work and equipment shall conform to applicable requirements of municipal, state and federal codes, laws and ordinances governing the work, American Water Works Association, SSPC: The Society of Protective Coatings, and the manufacturer's printed instructions, subject to ENGINEER's approval.
- B. The ENGINEER's decision shall be final as to interpretation and/or conflict between any of the referenced codes, laws, ordinances, specifications, and standards contained herein.
- C. The latest edition of standards and regulations herein form a part of this specification.
- D. American Society for Testing and Materials (ASTM)
1. ASTM D4138, Standard Test Method for Measurement of Dry Paint Thickness of Protective Coating Systems by Destructive Means
 2. ASTM D4285, Standard Test Method for Indicating Oil or Water in Compressed Air
 3. ASTM D4414, Standard Practice for Measurement of Wet Film Thickness by Notch Gages
 4. ASTM D4417, Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
 5. ASTM D5402, Standard Test Methods for Assessing the Solvent

Resistance of Organic Coatings Using Solvent Rubs

6. ASTM D7091, Standard Test Method for Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to Ferrous Metals and Nonmagnetic, Nonconductive Coatings Applied to Non-Ferrous Metals
7. ASTM E337, Standard Test Method for Measuring Humidity with a Psychrometer

E. American Water Works Association (AWWA)

1. AWWA D102, AWWA Standard for Coating Steel Water Storage Tanks
2. AWWA M42, AWWA Manual of Water Supply Practices, Steel Water Storage Tanks

F. Code of Federal Regulations (CFR)

1. 29 CFR 1910, Occupational Safety and Health Regulations for General Industry
2. 29 CFR 1926, Occupational Safety and Health Regulations for the Construction Industry
3. Health and Safety Code, Div. 20, Chapter 6.5, 6.67, 6.7, 6.95, Hazardous Waste Control Law, Health and Safety Code
4. 40 CFR 263, Standards Applicable to Transporters of Hazardous Waste
5. 40 CFR 264, Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
6. 40 CFR 265, Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
7. 40 CFR 268, Land Disposal Restrictions
8. 40 CFR 302, Designation, Reportable Quantities and Notification
9. 49 CFR 171-179, Hazardous Materials Regulations

G. International Standard Organization (ISO)

1. ISO 8502-3, Preparation of Steel Substrates before Application of Paints and Related Products
- H. SSPC: Society for Protective Coatings (SSPC)
1. SSPC-AB1, Mineral and Slag Abrasive
 2. SSPC-AB2, Specification for Cleanliness of Recycled Ferrous Metallic Abrasives
 3. SSPC-SP 1, Solvent Cleaning
 4. SSPC-SP 2/3, Hand/Power Tool Cleaning
 5. SSPC-SP 6, Commercial Blast Cleaning
 6. SSPC-SP 15, Power Tool Cleaning to Commercial Grade
 7. SSPC-SP 18, Thorough Spot and Sweep Blast Cleaning.
 8. SSPC-SP WJ4-HP WC, High-pressure water cleaning: Water cleaning performed at pressures from 5,000 to 10,000 psig.
 9. SSPC-PA 2, Measurement of Dry Film Thickness with Magnetic Gages
 11. SSPC-VIS 1, Visual Standard for Abrasive Blast Cleaned Steel
 12. SSPC-VIS 3, Visual Standard for Hand and Power Tool Cleaned Steel
 13. SSPC Publication No. 91-12, Coating and Lining Inspection Manual
 14. SSPC-SSPC Visual Comparison Manual SSPC Technology Guide No. 12 for Illumination of Industrial Painting Projects
 15. SSPC Guide 6, Guide for Containing Surface Preparation Debris Generated During Paint Removal Operations
 16. SSPC Guide 16, Guide to Specifying and Selecting Dust Collectors.
 17. SSPC TR3, Dehumidification and Temperature Control During Surface Preparation, Application, and Curing for Coatings/Linings of Steel Tanks, Vessels, and Other Enclosed Areas.
- I. NACE International (NACE)

1. NACE SP0188-24, Standard Practice for Discontinuity (Holiday) Testing of Protective Coatings
 2. NACE SP0178-89, Standard Recommended Practice for Fabrication Details, Surface Finish Requirements, and Proper Design Considerations for Tanks and Vessels to be Lined for Immersion Service.
- J. California Code of Regulations (CCR)
1. California Code of Regulations, Title 8, Section 1532.1 Lead (T8 CCR 1532.1)
- K. General Industry Safety Orders (GISO)
- L. Construction Safety Orders (CSO)
- M. EPA Methods
1. SW 846, Test Methods for Evaluating Solid Waste - Physical/Chemical Methods
 2. Method 1311, Toxicity Characteristic Leaching Procedure (TCLP)
 3. Method 3050, Acid Digestion of Sediment, Sludge, and Soils
- N. Equipment and Coating Manufacturers' Published Instructions.

1.05 SUBMITTALS

- A. The successful Contractor must submit the following plans and programs for ENGINEER review and acceptance prior to the Pre-Job Conference.
1. The Contractor shall submit Manufacturers' Product Data Sheets and Material Safety Data Sheets on all materials to be used including, but not limited to coatings, thinners, solvents, inhibitors, and abrasive media.
 2. The Contractor shall submit its Safety Compliance Program – A written, project-specific compliance program.
 3. Personnel Qualifications – Provide the name, experience, and qualifications of the competent person who will be assigned to the project along with any craftworker training.

4. The Contractor shall submit its Public and Environmental Protection Program which shall include the following elements:
 - i. Provide a written description of the visual assessment that will be undertaken by the Contractor to ensure that the public and the environment are not impacted from project activities, and that emissions are controlled in accordance with the requirements of this specification.
 - ii. Include statements that appropriate corrective action which will be implemented if the results of any sampling and analysis that will be undertaken show that violations of emissions criteria are occurring. Corrective action includes making changes to the work practices to achieve compliance and undertaking the necessary clean up or remediation of the ground (soil) when directed by the ENGINEER. Clean up of the media to pre-project levels is required.
5. The Contractor shall submit its Waste Handling, Transportation, and Disposal Program which shall include the following elements:
 - i. Provide a written program that addresses the proper handling and disposal of all waste, including but not limited to, removed paint, paint chips, and scrap steel. Include the procedures that will be followed for collecting representative samples of the paint waste for testing; the testing and analytical procedures that will be used, the procedures for the site handling, storage, and packaging of all waste including scrap steel; and the contingency plans that will be implemented in the event of a spill.
 - ii. Transporter Information – Provide the names, addresses, license or permit numbers, and qualifications of the proposed haulers of hazardous waste, scrap steel, non-hazardous waste, and waste water. Transporter to provide EPA ID number at time of submittal.
 - iii. Submit the name and address of the permitted landfill that will accept non-hazardous waste, and the disposal of waste water. Include a letter from the permitted waste water disposal facility stating that it will be accepting the waste water generated from hygiene and cleaning activities. The letter must be signed by a legally authorized representative of the facility. Provide permitted landfill/disposal facility EPA ID number at time of submittal.
 - iv. Include procedures that will be followed to ensure that all reusable items such as equipment, ground covering materials and scaffolding are cleaned of loose dust and debris prior to removal from the site.

- B. Acceptance of the submittal does not relieve the Contractor from the responsibility to conduct the work in strict accordance with the requirements of this Specification, or to adequately protect the environment, health and safety of all workers involved in the project including any members of the public who may be affected by the project.
- C. Contractor shall maintain copies of submittal data at the jobsite at all times and shall furnish a complete set of submittal data for use by the Inspector.

1.06 CONTRACTOR

- A. The contractor shall be a licensed Painting and Decorating Contractor in the State of California (C-33 Classification). They shall have a minimum of five (5) years practical experience and successful history in the application of specified products to surfaces of steel water storage tanks. Upon request, they shall substantiate this requirement by furnishing a written list of references. Failure to possess the specified licenses shall render the Bid as non-responsive.
- B. All coating and surface preparation work shall be performed by skilled personnel demonstrating experience, as listed above. Resumes of personnel shall be submitted to the Owner for approval, if requested. Continuity of personnel shall be maintained throughout the duration of the cleaning and coating work and any changes in key personnel shall be subject to the approval of the Owner.
- C. Applicator Training: Application of coating is considered specialized work. Personnel performing this work shall be trained in proper methods of application.
- D. Product Qualifications: Any proposed substitution coating systems shall have been successfully used on 10 similar projects, at least five years old, where the coating has been applied in a similar exposure and application.
- E. Contractor Qualifications: The Contractor shall provide 5 references, which show that they have previous successful experience with coating system applications on similar projects. Include the name, address, and the telephone number for the owner of each installation for which the contractor provided the coating.

1.07 DEFINITIONS

- A. "Lining" refers to protective materials used or applied to interior surfaces. "Paint" refers to protective materials used or applied on exterior surfaces. "Coating" refers to protective materials used or applied on interior surfaces,

or any protective material in general.

- B. "ENGINEER" refers to the Owner or his designated representative.

1.08 PRE-JOB CONFERENCE

- A. A Pre-Job Conference shall be scheduled prior to start of project. The Owner, Contractor and ENGINEER shall be present. A schedule of work to be accomplished and a list of labor, material and equipment rates for additional work will be established and maintained throughout the project. Contractor shall furnish a complete set of submittal data for use by Inspector. Resumes of personnel to be used on the project shall be also submitted.

1.09 QUALITY ASSURANCE

- A. General: Quality assurance procedures and practices shall be used to monitor all phases of surface preparation, application, and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be used provided they meet recognized and acceptable professional standards and are approved by the ENGINEER.
- B. All materials furnished, and all work accomplished under the Contract shall be subject to inspection by the ENGINEER. The Contractor shall be held strictly to the true intent of the Specifications regarding quality of materials, workmanship, and diligent execution of the Contract.
- C. Work accomplished in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection. The entire cost of removal and replacement, including the cost of all materials which may be furnished by the Owner and used in the work thus removed, shall be borne by the Contractor regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the ENGINEER, shall, upon order of the ENGINEER, be uncovered to the extent required. The Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, as directed and approved by the ENGINEER. Except as otherwise provided herein, the Owner will pay the cost of inspection.
- D. The ENGINEER will make, or have made, such tests as deemed necessary to assure the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified, the cost of such testing will be borne by the Owner. In the event such tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the

ENGINEER, as well as the cost of subsequent retesting. It is understood and agreed the making of tests shall not constitute an acceptance of any portion of the work, nor relieve the Contractor from compliance with the terms of the Contract.

- E. Ambient Conditions: no coating shall be applied when the surrounding air temperature or the temperature of the surface to be coated or painted is below 50 degrees F. No coatings shall be applied at temperatures above 110 degrees F. No coatings shall be applied to wet or damp surfaces or in rain, snow, fog or mist, when the temperature is less than 5 degrees F. above the dewpoint, or when it is expected the air temperature will drop below 50 degrees F. Dewpoint shall be measured by the use of an instrument such as a Sling Psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometer Tables or equivalent in accordance with ASTM D337. If unacceptable conditions are prevalent coating or paint application shall be delayed or postponed until conditions are favorable. The day's coating or paint application shall be completed in time to permit the film sufficient drying time prior to damage though atmospheric conditions.
- F. The Contractor shall conduct all operations so as to confine abrasive blasting debris and paint overspray to within the bounds of the site. The Contractor shall take all precautions necessary to prevent adverse off-site consequences of painting operations. Any complaints received by the Owner relating to any such potential offsite problems will be immediately delivered to the Contractor. The Contractor shall immediately halt work and shall take whatever corrective action is required to mitigate any such problems. All costs associated with protection of off-site properties and/or correction of damage to property as a result of painting operations shall be borne directly by the Contractor at no additional expense to the Owner.
- G. Inspection Devices: Contractor shall furnish, until final acceptance of coating and painting, inspection devices in good working condition for detection of holidays and measurement of dry-film thickness of coatings and paints. They shall also furnish National Institute of Standards and Technology/National Bureau of Standards (NIST/NBS) certified thickness calibration plates to test accuracy of thickness gauges. Dry film thickness gauges and holiday detectors shall be available at all times until final acceptance of application. Inspection devices shall be operated by, or in the presence of the ENGINEER with location and frequency basis determined by the ENGINEER. The ENGINEER is not precluded from furnishing his own inspection devices and rendering decisions based solely upon these quality assurance tests. Should in the opinion of the ENGINEER a 24-hour, continuous reading surface temperature gauge be required to assure that maximum recoat windows are observed, the contractor shall provide a

working calibrated instrument to meet this need. The gauge shall be digital and capable of providing instantaneous average measurements of the temperatures recorded.

- H. Warranty Inspection: warranty inspection shall be conducted between the eleventh and seventeenth months following acceptance of all coating and painting work. All personnel present at the Pre-Job Conference should be present at this inspection. All defective work shall be repaired in strict accordance with this specification and to the satisfaction of the ENGINEER.
1. Notification: The Owner shall establish the date for the inspection and shall notify the Contractor at least 30 days in advance. The Owner will drain the tank and Contractor shall provide, at his own expense, suitable lighting and ventilation for the inspection. At the Owner's option, warranty inspection may be accomplished by diving operations.
 2. Inspection: all surfaces of the coating systems shall be visually inspected. All defective coatings, as well as damage or rusting spots of the tank, shall be satisfactorily repaired by and at the sole expense of the Contractor. Defective coating shall be any of those defined by SSPC's Visual Comparison Manual.
 3. Inspection Report: The ENGINEER shall prepare and deliver to the Contractor an inspection report covering the warranty inspection. The report shall set forth the number and type of failures observed, the percentage of the surface area where failure has occurred, and the names of the persons making the inspection.
 4. Schedule: upon completion of the inspection and receipt of Inspection Report as noted herein, Owner shall establish a date for Contractor to proceed with remedial work. Any delay on part of Contractor to meet schedule established by Owner shall constitute breach of this Contract and Owner may proceed to have defects remedied through other means, and these costs may be charged to the Contractor.
 5. Remedial Work: any location where coating or paint is defined as defective shall be considered to be a failure of the system at that location. The Contractor shall make repairs at all points where failures are observed by removing the deteriorated coating, cleaning the surface, and recoating or repainting with the same system specified herein. Any spot repairs to defective areas will require feathering at least 3 inches into sound adjacent coating. If an area of failure exceeds 25 percent of a specific coated surface, the entire coating system from that specific area may be required to be

removed and recoated in accordance with the original specification.

a. Specific coated or painted surfaces are defined as follows:

- (1) Tank - Exterior Roof & Shell
- (2) Attachments, accessories, and appurtenances
- (3) Piping and mechanical elements to the limits defined herein.

1.10 SAFETY AND HEALTH REQUIREMENTS

- A. General: ventilation, electrical grounding, and care in handling coatings, paints, solvents and equipment are important safety precautions during coating and painting projects. Contractor shall conform with safety requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals. The Contractor shall provide and require use of personal protective life saving equipment for all persons working in or about the project site.
- B. Access Facilities: all ladders, scaffolding and rigging shall be designed for their intended uses. Ladders and scaffolding shall be erected where requested by ENGINEER to facilitate inspection and be moved by the Contractor to locations requested by the ENGINEER.
- C. Ventilation: where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof, of industrial design and shall be approved by the ENGINEER. Ventilation shall reduce the concentration of air contaminant to the degree a hazard does not exist by educting air, vapors, etc. from the confined space. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured. Forced air eduction during blast cleaning and coating application operations is mandatory 24 hours per day until coatings have fully cured. If dehumidification equipment is used, equipment must be operated on a continuous basis during all blasting and coating operations, including shifts during which no work is being accomplished. Only ventilation, not dehumidification is required during final curing phases.
 1. Ventilation system shall be furnished and installed by the Contractor in accordance with these specifications. The Contractor shall make modifications to the ventilation system as directed by the ENGINEER to insure a safe working environment and complete removal of all solvent vapors. Upon completion of the final curing period, as determined by the ENGINEER, the Contractor shall remove the ventilation system.

2. The exhaust blower capacity shall be sufficient to maintain air changes within tank interiors in accordance with OSHA, the coating manufacturer's recommendations, and the local Air Pollution Control ENGINEER regulations.
 3. If Contractor uses dehumidification equipment, or any other alternative ventilation systems, Contractor must submit, in advance, for approval by the ENGINEER, a complete list of equipment and procedures for its use.
- D. Head and Face Protection and Respiratory Devices: equipment shall include protective helmets, which shall be worn by all persons while in the vicinity of the work. During abrasive blasting operations, nozzle-men shall wear U.S. Bureau of Mines approved air-supplied helmets and all other persons who are exposed to blasting dust shall wear approved filter-type respirators and safety goggles. When coatings are applied in confined areas all persons exposed to toxic vapors shall wear approved respiratory protection.
- E. Grounding: blasting, spray and air hoses shall be grounded to prevent accumulation of charges of static electricity.
- F. Illumination: spark proof artificial lighting shall be provided for all work in confined spaces. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70 "National Electric Code" for the atmosphere in which they will be used. Whenever required by the ENGINEER, the Contractor shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination shall be in accordance with SSPC Technology Guide No. 12 for Illumination of Industrial Painting Projects.
- G. Toxicity and Explosiveness: the solvents used with specified protective coatings are explosive at low concentrations and are highly toxic. The maximum allowable concentration of vapor shall be kept below the maximum safe concentration for eight-hour exposure, plus Lower Explosive Limit must be strictly adhered to. If coatings contain lead or other hazardous materials, all regulations related to safety of personnel and handling of such materials shall be strictly adhered to.
- H. Protective Clothing: coating materials may be irritating to the skin and eyes. When handling and mixing coatings workmen shall wear appropriate covering gloves and eye shields.
- I. Fire: during mixing and application of coatings, all flames, welding and smoking shall be prohibited in the vicinity. Appropriate type fire extinguishers shall be provided by Contractor and kept at the jobsite during all operations.

- J. Sound Levels: whenever the occupational noise exposure exceeds the maximum allowable sound levels, the Contractor shall provide and require the use of approved ear protective devices. General sound levels for project shall be those that will not affect routine facility or neighborhood activities. Whenever any levels are objectionable, they shall be adjusted as directed by the ENGINEER. Adjustments to noise levels required may include the relocation of equipment or the installation of a sound barrier, as required by the ENGINEER.
- K. Compliance with California Code of Regulations: Contractor shall submit a notarized letter signed by a principal officer of the Corporation certifying the Contractor fully complies with California Code of Regulations pertaining to the work including, but not limited to, the following:
- | | | | |
|----|-------------------------------------|----------|-----------|
| 1. | Illness Injury Prevention Program | CSO/GISO | 1508/3203 |
| 2. | Confined Space Plan | GISO | 5156/5159 |
| 3. | Respiratory | CSO/GISO | 1531/5144 |
| 4. | Hazard Communication | GISO | 5194 |
| 5. | Rolling Scaffolds | CSO | 1646 |
| 6. | Employee Safety Instruction | CSO | 1510 |
| 7. | Emergency Medical Service | CSO | 5112 |
| 8. | Dusts, Fumes, Mists, Vapors & Gases | CSO | 1528 |
- L. Protective Coverings, Containment, and Ventilation Materials/Equipment: The Contractor shall Provide all protective coverings needed to protect those surfaces that are not designated to be prepared or coated. Provide all materials needed for the implementation of a containment/ventilation system around the operation to control emissions and exposures in accordance with the provisions of this Section. This includes, but is not limited to, rigging, scaffolding, planking, tarpaulins, dust collectors and vacuums. Verify that all materials are free of lead, chromium, loose dust and debris when brought onto the Owner's property and upon removal from the site.

2.0 MATERIALS

2.01 GENERAL

- A. Materials specified are those which have been evaluated for the specific service. Products are listed to establish a standard of quality. Standard products of manufacturers other than those specified will be accepted when proven to the satisfaction of the ENGINEER they are equal in composition, durability, usefulness and convenience for the purpose intended. Substitutions will be considered provided the following minimum conditions are met:

1. The proposed coating system shall have a dry film thickness equal to or greater than that of the specified system.
 2. The proposed coating system shall employ an equal or greater number of separate coats.
 3. The proposed coating system shall employ coatings of the same generic type.
 4. All requests for substitution shall carry full descriptive literature and directions for application, along with complete information on generic type, non-volatile content by volume and a list of 10 similar projects, all at least three years old, where the coatings have been applied to similar exposure. Substitutions shall be endorsed in writing from the materials manufacturer that these substituted materials will provide equivalent performance as those specified.
 5. If the above-mentioned data appears to be in order, the ENGINEER may require that the Contractor provide certified laboratory data sheets showing the results of complete spectrographic and durability tests accomplished on the proposed substitute. An independent testing laboratory satisfactory to the ENGINEER shall accomplish tests and all costs incurred in the testing program shall be borne by the Contractor. In any case, the ENGINEER shall be sole and final judge of the acceptability of any proposed substitution. Requests for substitution must be approved in writing.
- B. All materials shall be brought to the jobsite in the original sealed containers. They shall not be opened or used until ENGINEER has physically inspected contents and obtained necessary data from information printed on containers or labels. Materials exceeding storage life recommended by the manufacturer shall be rejected.
- C. Flammability, toxicity, allergenic properties, and any other characteristic requiring field precautions shall be identified, and specific safety practices shall be stipulated.
- D. All coating and disinfection materials shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable coatings must be stored to conform with local, county, state and federal safety codes for flammable coating materials. At all times coatings shall be protected from freezing.
- E. Contractor shall use products of the same manufacturer for all coats.

2.02 EXTERIOR PAINT MATERIALS

- A. Paint materials shall consist of an epoxy/urethane system and conform to the regulations and applicable requirements of applicable local, state and federal air pollution regulatory agencies.
 - 1. Prime coat shall be similar or equal to that defined in AWWA Standard D102-21, Outside Coating No. 5 Materials listed herein as standards of quality.
 - 2. Finish coat shall be equal or similar to that defined in AWWA Standard D102-21, Outside Paint System No. 5.

3.0 EXECUTION

3.01 GENERAL

- A. All surface preparation and coating application shall conform to applicable standards of SSPC and the manufacturer's printed instructions. Material applied prior to approval of the surface by the ENGINEER shall be removed and reapplied to the satisfaction of the ENGINEER at the expense of the Contractor.
- B. All work shall be performed by skilled craftsmen qualified to accomplish the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be maintained and transfer of key personnel shall be coordinated with the ENGINEER.
- C. The Contractor shall provide a supervisor to be at the work site during cleaning, application and disinfection operations. The supervisor shall have the authority to sign any change orders, coordinate work and make other decisions pertaining to the fulfillment of their contract.
- D. Contractor shall provide approved sanitary facilities for all project personnel, as no existing facilities will be available to the Contractor. Facilities shall be maintained during the project to complete standards established by Owner and shall be removed prior to Contractor's departure from the site at completion of the project.
- E. Dust, dirt, oil, grease or any foreign matter which will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved commercial cleaning solvent, rinsed with clean water and wiped dry with clean rags.
- F. The Contractor's coating equipment shall be designed for application of materials specified and shall be maintained in first class working condition.

Compressors shall have suitable traps and filters to remove water and oils from the air. Blotter test shall be accomplished at each start-up period and as deemed necessary by the ENGINEER. Contractor's equipment shall be subject to approval of the ENGINEER.

1. Cleanliness of compressed air supply shall be verified daily, and as deemed necessary by ENGINEER, by directing a stream of air, without abrasive, from the blast nozzle onto a white blotter or cloth for twenty seconds in accordance with ASTM D4285. If air contamination is evident, change filters, clean traps, add moisture separators or filters, or make adjustments as necessary to achieve clean, dry air.
- G. Application of the first coat shall follow immediately after surface preparation and cleaning within an eight-hour working day. Any cleaned areas not receiving first coat within an eight-hour period shall be recleaned prior to application of first coat.
- H. Because of the presence of moisture and possible contaminants in the working atmosphere, care shall be taken to ensure previously coated surfaces are protected or recleaned prior to application of subsequent coat(s). The ENGINEER shall approve methods of protection and recleaning.
1. The project is subject to intermittent shutdown if, in the opinion of the ENGINEER, cleaning, coating operations are creating a localized condition detrimental to ongoing facility activities, personnel, or adjacent property.
 2. In the event of emergency shutdown by the ENGINEER, Contractor shall immediately correct deficiencies. All additional costs created by shutdown shall be borne by Contractor.
- I. The Contractor shall provide, at his own expense, all necessary power for his operations under the contract.
- J. Inspection: all operations will be monitored 100% by an Owner-appointed quality assurance inspector. All additional costs incurred by off-site inspection shall be borne by the Contractor. These include, but are not limited to travel, lodging, food, auto rental (where applicable) and any other expenses directly related to the inspection.

3.02 WORKER PROTECTION AND EXPOSURE MONITORING

- A. Compliance Program

1. Implement a worker protection compliance program to protect Contractor personnel from exposure to toxic metals in the paint that will be disturbed during abrasive blasting activities. The CalOSHA Lead in Construction Standard, Title 8, 1532.1, is the basis for the requirements of this specification, but make certain that the workers are protected from harmful exposures to all toxic metals in the paint.

3.03 ENVIRONMENTAL PROTECTION AND CONTROL OF EMISSIONS

A. Control of Dry Abrasive Blasting Emissions and Debris

1. Dry unconfined abrasive blasting will be permitted provided that only abrasive currently certified by the California Air Resources Board for dry unconfined blasting is used. Submit the abrasive manufacturer's current CARB certification, product identification, packaging information, and shipping documentation before commencing abrasive blasting.
2. Perform abrasive blasting in accordance with South Coast AQMD Rule 1140, applicable permit or registration requirements, and all other applicable federal, state, and local air-quality regulations.
3. Provide partial containment and debris-collection controls generally consistent with SSPC-Guide 6, Class 4A, as applicable to the active abrasive blasting area. At a minimum, provide:
 - a Protection of adjacent structures, equipment, roads, drainage facilities, and undisturbed soil from abrasive and coating debris.
4. Do not permit visible dust, spent abrasive, or coating debris to cross the Project Site boundary shown on the Drawings. Immediately suspend abrasive blasting when:
 - a Visible emissions or debris cross the Project Site boundary.
 - b Wind conditions render the installed controls ineffective.
5. The abrasive blasting nozzle operator shall not serve as the sole observer responsible for determining the effectiveness of emission controls. Provide an attendant or competent person capable of communicating immediately with the nozzle operator and stopping the operation.

B. Bulk Collection:

1. Collection of debris from ground covers, floor, deck, or structure

components, either during or after surface preparation. Collection may include the use of brooms, magnetic brooms, brushes, shovels, wheelbarrows, bucket loaders, vacuums, vacuum trucks, conveyors, or other suitable means. Note that in the case of hazardous paint removal, OSHA regulations place restrictions on the use of some of these methods.

C. Air Quality and Ambient Air Monitoring

1. Visible airborne emissions and debris are prohibited from escaping the limits of the property and are cause for immediate project shutdown. If visible emissions are observed encroaching the limits of the project site. The ENGINEER reserves the right to require additional containment methods at no additional cost.
2. The contractor shall be responsible for monitoring the amount of dust or debris that escapes the immediate work area during all abrasive cleaning or other operations in which emissions may be produced. Monitoring shall be in accordance all applicable OSHA, EPA, federal, state and local regulations.
3. When visible emissions and debris escape the work area, the contractor will suspend operations and reconfigure its containment effort to prevent wind-blown debris from leaving the property and collect and contain any fugitive emissions.

D. Ground Protection

1. Conduct all activities so that release of paint debris onto the unprotected soil does not occur.
2. Protect the soil surrounding the work area with air and dust impenetrable materials to capture dislodged paint chips. Extend the ground covers at a minimum of 15 feet in all directions around the perimeter of the project to avoid losing debris through rips, tears, or breaks in the coverings. Remove paint chips and debris from the ground covers at the end of each day together with any paint chips or debris that is not captured by the ground covers.

E. Paint Waste Sampling, Testing, and Classification

1. Sampling of Paint Debris
 - a. Collect representative samples of the paint debris generated by project activities. Collect all samples under the observation of the ENGINEER.

- b. Collect samples in accordance with SW-846, "Test Methods for Evaluating Solid Waste – Physical/Chemical Methods". Describe the sampling methods in the Waste Handling Plan.
- c. Complete the initial sampling of each waste stream immediately upon filling the first container, but do not allow waste to accumulate for longer than 30 days before sampling. After the representative samples are collected, send them immediately to the laboratory for analysis.
- d. Unless otherwise directed by the ENGINEER or required by state regulations or the waste recycling or disposal facility, once each waste stream is sampled, tested, and classified, additional sampling and analysis are not required for subsequent shipments unless the waste stream changes.

2. Testing of Paint Debris

- a. Have all testing performed by a qualified laboratory acceptable to the ENGINEER. Direct the laboratory to test the waste in accordance with individuals collecting the samples and conducting the laboratory tests, and an interpretation of the results. Include copies of the chain-of-custody forms in the documentation.
- b. Copies of the test results shall be sent to the ENGINEER prior to removal from the site.
- c. All copies of documentation including manifests, chain of custody forms, and test results shall be submitted to the ENGINEER prior to final payment.

3. Handling, Packaging, and Storage of Waste

- a. Comply with 40 CFR 262 and State regulations for the on-site handling, packaging, and storage of all hazardous waste generated by the project.
- b. Comply with State and County regulations as applicable for the handling, packaging, and storage of non-hazardous construction waste.
- c. Do not place hazardous waste on the unprotected ground (e.g., cover the ground with impervious tarpaulins). Locate hazardous waste in a secure area with signs around the

perimeter and shielded adequately to prevent dispersion of the waste by wind or water. Contact the ENGINEER for approval of the storage location. If the ENGINEER identifies a separate location at the project site as the secure storage area, when the quantity of waste at the satellite storage area exceeds 55 gallons, move the debris to the designated storage area within three days.

- d. At minimum, collect and store the waste at the end of each working day in the storage drums or containers such that no waste is left exposed overnight. Use DOT-approved containers for hazardous waste storage.
- e. Cover all containers immediately upon filling and confirm that all lids are attached except when filling. Verify that all labels remain intact.
- f. Store non-hazardous waste separately from hazardous waste. Do not co-mix hazardous waste with non-hazardous waste. Do not mix different types of hazardous waste together unless specifically approved by ENGINEER and the disposal facility.
- g. Arrange containers in the storage area for easy accessibility. Stage the containers together in lots no greater than two rows of five containers each. Maintain a minimum lane clearance of 36 inches between each lot of ten containers.
- h. Verify that all waste is transported to the appropriate recycling or disposal facility within 60 days after waste is first placed into the container.
- i. Improper waste storage is cause for immediate project shut down until appropriate corrective action is completed.
- j. Train all personnel in the proper handling of the hazardous waste at the work site in accordance with 40 CFR 265.16. Include procedures in the Waste Handling Plan that will follow in the event of a release or spill, required notification, and methods to be used for cleanup. Maintain all training records on-site.
- k. Do not fill any container or roll-off in excess of the capacity marked on the container. If delays during pick-up are caused by overfilled containers, remediate the situation at no additional cost to the ENGINEER.

- I. If soil remediation is required as a result of Contractor activities, place the soil into separate containers, and assume all costs for its disposal.

F. Labeling of Waste Containers

1. Immediately label all containers of project waste and debris to identify the contents.
2. After the TTLC/TCLP test results are received, immediately apply hazardous waste labels, if the waste tests hazardous. Label each container or roll-off of hazardous waste in accordance with 40 CFR 262, 49 CFR 147-179, and State and County regulations. Include the following minimum information:
 - a. Hazardous Waste. Federal law prohibits improper disposal. If found, contact the nearest police, or public safety authority, or the U.S. Environmental Protection Agency.
 - b. Proper DOT Shipping Name
 - c. Manifest Document Number
 - d. Generator Name, Address, and EPA ID Number
 - e. Date of Accumulation
 - f. EPA Waste Number
3. Apply non-hazardous waste classification labels on all other project waste in accordance with City and state regulations.
4. Enter the above information using permanent marking material, printed in English, and displayed on a background of contrasting color unobscured by other labels or attachments. Locate labeling away from other markings that could substantially reduce its effectiveness.
5. Complete the labeling, marking, and placarding activities under the observation of the ENGINEER, prior to storing or transporting any container or roll-off.
6. Separate labeling requirements for scrap steel are provided later in this Specification.

G. Transportation and Disposal of all Waste

1. Hazardous Waste

- a. Prepare the hazardous waste manifest for each shipment and provide to the ENGINEER for review.
- b. Arrange for the transportation of all hazardous waste by a licensed transporter in accordance with 40 CFR 263, 49 CFR 171-179, and state regulations. Also comply with applicable City or County regulations. Waste must be completely covered during transportation. Provide the name, address, and qualifications of the licensed waste transporter to ENGINEER for acceptance.
- c. Arrange for the recycling or disposal of all hazardous waste in accordance with 40 CFR 264, 40 CFR 268, and County and state regulations. Verify that only licensed TSD facilities are used. Provide the name, address, qualifications, and letter of commitment from the recycling or TSD facility to ENGINEER for acceptance.
- d. Provide a certification for each manifest shipment that the waste was accepted by the recycling or disposal facilities and was properly treated and disposed. If the manifest is not returned to ENGINEER within 30 days, contact the disposal facility and/or transporter to track the shipment.
- e. Comply with all of the manifesting, certifications, and reporting requirements for hazardous waste in accordance with 40 CFR 262, 40 CFR 268, and County and State regulations, including certificates of final disposal for each shipment.

2. Non-Hazardous Construction Waste

- a. Transport and dispose of all residual and non-hazardous construction waste in accordance with County and State regulations.
- b. Waste must be completely covered during transport.
- c. Comply with additional City and County regulations where applicable.

H. Special Handling and Disposal Conditions for Waste Water.

1. Provide containers for the collection and retention of all waste water, including but not limited to the water used for hygiene purposes, laundering of clothing if done on site, and cleanup activities.
 2. Filter visible paint chips and particulate from the water prior to placing it into the containers. Prior to disposal, test the water for total toxic metals and provide ample filtration (e.g., through a multi-stage filtration system ending in 5 microns or better if needed) until the water is not classified as hazardous.
 3. Make disposal arrangements with the local publicly owned treatment works (POTW), Sanitation Company, or other appropriate permitted facility. Provide ENGINEER with documentation signed by an official of the facility stating that the facility will accept the waste, and that the levels of any toxic metals remaining in the water is acceptable.
 4. Provide ENGINEER with the name and address of the transporter and disposal facility for acceptance prior to use.
- I. Recordkeeping – Provide the following information to ENGINEER for a retention period of a minimum of 5 years; all manifests, a listing of the type and quantity of all waste generated, and the transportation and disposal facilities used for all waste.
- J. Contractor Materials and Equipment
1. Upon completion of project activities, remove all Contractor equipment and materials. Thoroughly HEPA vacuum, wash, or otherwise decontaminate reusable items until they are visually clean prior to removal from the project site. The use of compressed air for cleanup activities is prohibited unless used in conjunction with a ventilation system designed to capture the airborne particulate. The items to be cleaned include, but are not limited to, demolition equipment, containment materials, ground covers, and scaffolding.
 2. If adequate cleaning is not possible, treat materials as waste and dispose of in accordance with the requirements of this specification.
 3. Collect water used for cleaning and dispose of in accordance with the requirements of this specification.
 4. The Contractor shall conduct work area clearance testing at such time as the paint removal operations are complete and prior to the removal of work area containment structures. Prior to any clearance testing, the Contractor shall package and remove all debris, residue, and waste materials and clean all surfaces free of visible dust and

paint debris. Clearance testing will be performed after the final clean-up has been completed and all surfaces are dry, and after the area has passed a visual inspection by the ENGINEER.

K. Cleaning of Surrounding Property and Surfaces

1. Upon completion of project activities, and after all Contractor equipment and materials have been removed, conduct an inspection of the project site and surrounding property and surfaces located within the likely dispersion zone of project dust and debris.
2. Thoroughly inspect the property and surfaces for the presence of project-generated debris including, but not limited to, spent paint removal media, paint chips, materials of construction, fuel, and other litter. Remove all visible paint chips, and debris from the project site, even if the paint chips and debris were a pre-existing condition. Use HEPA vacuums as needed for the cleaning.
3. After all cleanup activities are completed, conduct a final inspection with the ENGINEER. Conduct any additional cleaning identified by the ENGINEER.
4. Include procedures for project cleanup in the Environmental compliance Plan, including the type of testing and analysis that will be employed to verify that the cleanliness complies with the acceptance criteria identified in this item.
5. Collect water used for cleaning and dispose of in accordance with the requirements of this specification.
6. Remediation of Surrounding Property – If directed by the ENGINEER, conduct the necessary remediation of soil if impacted by project activities as described earlier in this specification

3.04 SURFACE PREPARATION, GENERAL

- A. The latest revision of the following surface preparation specifications of AMPP (Formerly SSPC) shall form a part of this specification. (Note: An element of surface area is defined as any given 9 square inches of surface).
1. Solvent Cleaning (SSPC-SP1): Removal of oil, grease, soil and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning or similar materials and methods, which involve a solvent or cleaning action.
 2. Commercial Blast Cleaning (SSPC-SP 6): Removal of all visible

coatings and contaminants, allowing only tightly adherent staining. At least 66 percent of each unit area shall be free of all visible residues.

3. SSPC-SP 6 (WAB)/NACE WAB-3, Commercial Wet Abrasive Blast Cleaning. A commercial WAB-cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, corrosion products, and other foreign matter. Random staining shall be limited to no more than 33% of each unit area of surface and may consist of light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied coating. Flash rust shall be inhibited.
4. Powertool Cleaning to Commercial Grade (SSPC-SP15): Powertool cleaning to bare metal cleanliness, until thirty-three percent of each element of surface area is free of all visible residues and has minimum of 1 mil profile.
5. Thorough Spot and Sweep Blast Cleaning for Industrial Coating Maintenance (SSPC-SP18); Thorough spot and sweep blast cleaning is designed to subject the entire surface being prepared to abrasive impact. Coating that cannot withstand the abrasive blasting process is removed, while the remaining existing coating is suitably prepared and deglossed for application of an additional layer of coating. Areas of exposed steel are prepared to the level of SSPC-SP 10

- B All exterior surfaces of the tank and its accessories shall be abrasively blast cleaned to "Commercial Blast Cleaning" in conformance to SSPC's Surface Preparation Specification No. 6 (SSPC-SP6) and this effort shall provide a resultant surface profile or anchor pattern of 2 to 3 mils (0.002" - 0.003") when measured in accordance with ASTM D4417.

3.05 SURFACE PREPARATION, SPECIFIC

- A. Slag, weld spatter, or sharp edges such as those created by flame cutting and shearing not previously removed by the tank fabricator, erector or installer shall be removed by chipping and grinding. All sharp edges shall be peened, ground or otherwise blunted as required by the ENGINEER in accordance with NACE SP0-178. The rolled edges of angles, channels, and wide flange beams do not normally require further rounding unless specifically directed by the ENGINEER.
- B. Abrasive blasting nozzles shall be equipped with "deadman" emergency shut-off nozzles. Blast nozzle pressure shall be a minimum of 95 P.S.I. and shall be verified by using an approved nozzle pressure gage at each start-

up period or as directed by the ENGINEER. Number of nozzles used during all blast cleaning operations must be sufficient to insure timely completion of project as approved and directed by ENGINEER.

- C. All blast hose connections shall be connected with external couplings. These connections shall be taped with duct tape prior to pressurizing. All taped connections shall be visually inspected for leaks within five minutes after start of blast cleaning operations and at the end of blast cleaning operations. Leaking connections shall be immediately repaired to prevent further damage.
- D. Particle size of abrasives used in blast cleaning shall be that which will produce a surface profile or anchor pattern specified herein, or in accordance with recommendations of the manufacturer of the specified coating system to be applied, subject to approval of the ENGINEER.
- E. Abrasive used in blast cleaning operations shall be new, washed, graded and free of contaminants which would interfere with adhesion of coatings and shall not be reused unless specifically approved by the ENGINEER. Abrasives shall be certified for unconfined dry blasting pursuant to the California Administrative Code, Section 92520 of Subchapter 6, title 17, and shall appear on the current listing of approved abrasives.
- F. The Contractor shall select an abrasive media that is proper for the quality of surface preparation specified. Should it be determined that the production rate and quality of the surface preparation is less than specified, it shall be the Contractor's responsibility to use other types and/or sizes of abrasive to meet the requirements of this contract. At no time shall considerations of extra-effort be considered by the Owner unless, in the opinion of the ENGINEER the Contractor has explored all alternative means of abrasive blasting during their operations.
- G. Blast cleaning from rolling scaffolds shall only be performed within the confines of the interior perimeter of the scaffold. Reaching beyond the limits of the perimeter will be allowed only if blast nozzle is maintained in a position, which will produce a profile acceptable to the ENGINEER.
- H. The Contractor shall keep the area of work in a clean condition and shall not permit blasting materials to accumulate as to constitute a nuisance or hazard to the prosecution of the work or the operation of the existing facilities. Spent abrasives and other debris shall be removed at the Contractor's expense as directed by the ENGINEER. If waste is determined to be hazardous, disposal by Contractor shall meet requirements of all regulatory agencies for handling such wastes.
- I. Blast cleaned surfaces shall be cleaned prior to the application of specified

coatings through a combination of blowing with clean dry air, brushing/brooming and/or vacuuming as directed by the ENGINEER. Air hose for blowing shall be at least 1/2" in diameter and shall be equipped with a shut-off device.

- J. The surfaces of any non-carbon steel substrates, or specialty items (i.e. galvanized, anodized, etc.) shall be properly treated and prepared prior to any coating operations in accordance with the coating manufacturer's written recommendations, subject to approval of the ENGINEER.
- K. All spent abrasive, removed coating, and any other residual debris shall be collected, removed from the site, and disposed of at an approved legal disposal site in accordance with the approved disposal plan. Said material shall be collected and directly moved from site. When existing paints have been determined by laboratory analysis to be toxic or hazardous, handling shall be in accordance with Paragraph 3.03.E herein.

3.06 APPLICATION, GENERAL

- A. Coating application shall conform to the requirements of the SSPC's Paint Application Specification No. 1 (SSPC-PA1), latest revision, for "Shop, Field and Maintenance Painting," the manufacturer of the coating materials printed literature, and as specified herein.
- B. No coating shall be applied under the following conditions:
 - 1. When the surrounding air temperature or the temperature of the surface to be coated or painted is below 55 degrees F for epoxy coatings, below 45 degrees F for epoxy low temperature cure coatings, or above 110 degrees F for all materials.
 - 2. Wet or damp surfaces or in rain, fog or mist.
 - 3. When the temperature is less than 5 degrees F above the dewpoint.
 - 4. When it is expected the air temperature will drop below 55 degrees F for epoxy coating, below 45 degrees F for epoxy low temperature cure coatings, or less than 5 degrees F above the dewpoint within two hours after application of coatings or paints.
 - a. Dewpoint shall be measured by use of an instrument such as a sling psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables or equivalent. If dehumidification is used, equipment must run continuously during all phases of contract, except disinfection phase.

5. When wind speed exceeds fifteen miles per hour
 - a. If above conditions are prevalent, coating application shall be delayed or postponed until conditions are favorable. The day's application shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.
- C. Thinning shall only be permitted as recommended by the manufacturer and approved by the ENGINEER and shall not exceed the limits set by applicable regulatory agencies.
 1. If the Contractor applies any coatings which have been modified or thinned to such a degree as to cause them to exceed established maximum VOC levels, Contractor shall be responsible for any fines, costs, remedies, or legal action and costs which may result.
- D. Each application of coating shall be applied evenly with a uniform appearance. The system shall be free of brush marks, unfeathered edges, sags, runs, and evidence of poor workmanship, or any aesthetic defects, as defined by SSPC. Care should be exercised to avoid lapping on glass or hardware. Coating shall be sharply cut to clean, defined lines. Finish surfaces shall be uniform in appearance and shall be free from defects or blemishes.
- E. Protective coverings or drop cloths shall be used to protect floors, concrete, fixtures, equipment, prepared surface and applied coatings. Personnel entering tank or walking on exterior roof of tank shall take precautions to prevent damage or contamination of coated surfaces. Care shall be exercised to prevent coating from being spattered onto surfaces, which are not to be coated. Surfaces from which such material cannot be removed satisfactorily shall be replaced or recoated as required to produce a finish satisfactory to the ENGINEER.
- F. All welds and irregular surfaces, as defined by the ENGINEER shall receive a brush coat of the specified product prior to application of each complete coat. Coating shall be brushed in multiple directions to ensure penetration and coverage, as directed by the ENGINEER. These areas include, but are not limited to welds, roof lap seams, nuts, bolts, ends, and flanges of rafters, etc. Stripe coating shall be dry before full applications.
- G. At the conclusion daily abrasive blasting and coating operations, a 6" wide strip of blast cleaned substrate shall remain uncoated to facilitate locating the point of origin for successive blast cleaning/priming operations.

- H. Coating which has endured an excessive time element beyond manufacturer's recommended recoat cycle, shall be deglossed and scarified by Sweep Blast Cleaning (SSPC-SP18) or methods approved by the ENGINEER, prior to application of additional coating. Scarified coating shall have sufficient depth to assure a mechanical bond of subsequent coat.
- I. All attachments, accessories, and appurtenances to be coated shall be prepared and finished in the same manner as specified for adjacent vessel sections.
- J. All coating components shall be mixed in exact proportions specified by the manufacturer in the presence of the ENGINEER. Care shall be exercised to ensure all material is removed from containers during mixing and metering operations.
- K. All coatings shall be thoroughly mixed, utilizing an approved slow-speed power mixer until all components are thoroughly combined and are of a smooth consistency. Coatings shall not be applied beyond pot-life limits or recoat cycles specified by manufacturer.
- L. Thinners shall be added to coating materials only as required in accordance with manufacturer's printed literature and in the presence of the ENGINEER. Quantities of thinner shall not exceed limits set by applicable regulatory agencies.
- M. Application shall be by airless spray method, except as otherwise specified. Drying time between coats shall be strictly observed as stated in manufacturer's printed instructions, except there shall be a minimum of 12 hours between coats
- N. When two or more coats are specified, each coat shall contain sufficient approved color additive to act as an indicator of coverage or the coats must be of contrasting color. A fine bristle broom and air shall be used to remove dust and other matter from each coat prior to application of any additional coats.
- O. All mixing, thinning, application, and holiday detection of coatings shall be accomplished in the presence of the ENGINEER.
- P. Care shall be exercised during spray operations to hold the spray nozzle perpendicular and sufficiently close to surfaces being coated to avoid excessive evaporation of volatile constituents and loss of material into the air or the bridging of cracks and crevices. Reaching beyond limits of scaffold perimeter will not be permitted. All dryspray or overspray shall be removed as directed by ENGINEER and the area recoated.

3.07 PAINT APPLICATION, EXTERIOR SURFACES

- A. After completion of surface preparation as specified, all bare metal surfaces shall receive two complete coats of the coatings specified under 2.03 "EXTERIOR PAINT MATERIALS." The total system shall include one of the following manufacturers:
 - 1. Sherwin Williams
 - a. 4-6 mils Macropoxy 646-100 – Full Prime Coat
 - b. 4-6 mils Sher-Loxane 800 – Full Finish coat
 - c. 8 mils (.008") shall be the minimum dry film thickness of the completed new system.
 - 2. Tnemec Company
 - a. 4-6 mils Series 4-6 L140F PotaPox – Full Prime Coat
 - b. 4-6 mils Series 1095 – Full Finish Coat
 - c. 8 mils (.008") shall be the minimum dry film thickness of the completed new system.
- B. It will be the responsibility of the Contractor to obtain the minimum thickness and visual uniformity of each part of the system(s) above. More than one coat of the primer or finish coat may be required if the total thickness specified for each coat is not achieved or the coat fails to provide adequate hide of the underlying coats.
- C. Color Scheme: The Owner shall select exterior finish coat colors for the project. The Contractor shall submit a current chart of the manufacturer's available colors to the Owner's representative ten days prior to start of painting operations.
- D. Coating System Identification: unless otherwise directed by the ENGINEER, stencil the following information on the completed exterior system. Location will be selected by the ENGINEER. Use a black urethane coating and provide lettering that is 2 to 3 inches in height.
 - 1. Month and Year of Completion
 - 2. Identification of Coating System

3.8 QUALITY CONTROL

- A. Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces," SSPC-Vis 1 and as described herein. Anchor profile for prepared surfaces shall be measured by using a nondestructive instrument such as a Testex Press-0-Film System in accordance with ASTM D4417. Temperature and dewpoint requirements shall apply to all surface preparation operations, except low and high

temperature limits.

- B. Dry film thickness verification shall be performed by the Contractor in the presence of the ENGINEER. Contractor shall provide all inspection equipment and scaffolding to perform the inspections. All areas not meeting the specified dry film thickness shall be recoated and repaired by Contractor as directed by ENGINEER.
- C. Film Thickness Testing: thickness of coatings and paint shall be checked with a non- destructive film thickness gauge in accordance with ASTM D1186 and/or ASTM D7091. An instrument such as Tooke Gage should be used in accordance with ASTM D4138 if a destructive tester is deemed necessary. The sampling of film thickness of flat (e.g. plate) surfaces shall be tested in accordance with SSPC-PA2. The sampling of structural members or irregular surfaces shall be tested in frequency and locations, as directed by the ENGINEER.
- D. Inspection Devices: Contractor shall furnish, until final acceptance of coating and painting, inspection devices in good working condition for measurement of dry-film thickness of coatings. They shall also furnish National Institute of Standards and Technology/National Bureau of Standards (NIST/NBS) certified thickness calibration plates to test accuracy of thickness gauges. Dry film thickness gauges shall be available at all times until final acceptance of application. Inspection devices shall be operated by, or in the presence of the ENGINEER with location and frequency basis determined by the ENGINEER. The ENGINEER is not precluded from furnishing its own inspection devices and rendering decisions based solely upon their tests.
- E. Acceptable Inspection Devices: acceptable devices for ferrous metal surfaces include but are not limited to Tinker-Razor Models AP and AP-W holiday detectors, and SSPC Type II units for dry film thickness gauging. Inspection devices shall be calibrated and operated in accordance with the manufacturer's instructions and SSPC-PA2.

3.9 CLEAN-UP

- A. Upon completion of the work, all staging, scaffolding and containers shall be removed from the site or destroyed in a manner approved by the ENGINEER. Coating spots upon adjacent surfaces shall be removed and the entire jobsite cleaned. All damage to surfaces resulting from the work of this section shall be cleaned, repaired, or refinished to the complete satisfaction of the ENGINEER at no cost to the Owner.

3.10 OMISSIONS

- A. Care has been taken to delineate herein those surfaces to be coated. However, if coating requirements have been inadvertently omitted from this section or any other section of the specifications, it is intended that all metal surfaces, unless specifically exempted herein, shall receive a first-class protective coating equal to that given the same type surface pursuant to these specifications.

END OF SECTION

**TECHNICAL SPECIFICATIONS
EXTERIOR REPAINTING OF THE OLYMPIAN 4 WATER STORAGE TANK
SANTA CLARITA VALLEY WATER**



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July 2026

**TECHNICAL SPECIFICATIONS
EXTERIOR REPAINTING OF THE OLYMPIAN 4 WATER STORAGE TANK
SANTA CLARITA VALLEY WATER**

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TECHNICAL SPECIFICATIONS
EXTERIOR REPAINTING OF THE OLYMPIAN 4 WATER STORAGE TANK
SANTA CLARITA VALLEY WATER

PART 1.0 - GENERAL

1.01 PURPOSE

- A. The purpose of this specification is to establish the requirements for the removal and replacement of the exterior paint system on Olympian Tank 4, which is owned and operated by Santa Clarita Valley Water (SCV Water).

1.02 SCOPE OF WORK

- A. Provide and pay for all labor, equipment, materials, machinery, facilities, and services necessary to complete the work in accordance with these specifications.
- B. Work to be accomplished on the exterior roof, shell and appurtenances includes the repair of all exterior paint through spot repair and full overcoating and shall include powertool cleaning and high-pressure water cleaning. The newly installed paint system shall be an epoxy and urethane. As part of this effort the contractor shall apply caulking to the crevice between the tank and concrete ring wall.
- C. All work includes all costs for the containment of debris during all surface preparation and coating application activities and all costs associated with the handling, removal, transportation, and disposal of all waste generated on the project in accordance with federal, state, and local regulations.

1.03 BACKGROUND

- A. The Olympian Tank No. 4 (Formerly North Oaks No. 4) is a welded steel, above ground water storage tank built by Matrix Service, Inc. in 2000. The tank is approximately 73 feet in diameter by 32 feet high, providing a nominal capacity of one million gallons. It is the newest of the four water storage tanks on site. It is located adjacent to Olympian Court, Canyon Country, CA

The exterior of the structure is painted with what appears to be the original epoxy and a polyurethane enamel finish coat from 2000.

- B. A sample of the existing exterior paint system has been analyzed and found to contain relatively low levels of heavy metals at the exterior surfaces. The result of this testing is reported in the following table:

Sample	Description	Element (ppm)		
		Cadmium (Cd)	Chromium (Cr)	Lead (Pb)
CSI-7	Olympian 4 Shell	<6.31	<15.8	<6.31
CSI-8	Olympian 4 Roof	<90.9	<228	<90.9

- C. The above information is provided for bidding purposes only. The results of this testing shall be taken into consideration when providing an environmental protection, worker protection, and waste disposal plan. No responsibility is assumed by the owner for the actual toxic metal content of the coating system. The Contractor is responsible to conduct appropriate testing of their own and comply with local, state and federal health, safety and environmental regulations.

1.04 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Without limiting the general aspects or other requirements of this specification, work and equipment shall conform to applicable requirements of municipal, state and federal codes, laws and ordinances governing the work, American Water Works Association, SSPC: The Society of Protective Coatings, and the manufacturer's printed instructions, subject to ENGINEER's approval.
- B. The ENGINEER's decision shall be final as to interpretation and/or conflict between any of the referenced codes, laws, ordinances, specifications, and standards contained herein.
- C. The latest edition of standards and regulations herein form a part of this specification.
- D. American Society for Testing and Materials (ASTM)
1. ASTM D4138, Standard Test Method for Measurement of Dry Paint Thickness of Protective Coating Systems by Destructive Means
 2. ASTM D4285, Standard Test Method for Indicating Oil or Water in Compressed Air
 3. ASTM D4414, Standard Practice for Measurement of Wet Film Thickness by Notch Gages
 4. ASTM D4417, Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
 5. ASTM D5402, Standard Test Methods for Assessing the Solvent

Resistance of Organic Coatings Using Solvent Rubs

6. ASTM D7091, Standard Test Method for Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to Ferrous Metals and Nonmagnetic, Nonconductive Coatings Applied to Non-Ferrous Metals
7. ASTM E337, Standard Test Method for Measuring Humidity with a Psychrometer

E. American Water Works Association (AWWA)

1. AWWA D102, AWWA Standard for Coating Steel Water Storage Tanks
2. AWWA M42, AWWA Manual of Water Supply Practices, Steel Water Storage Tanks

F. Code of Federal Regulations (CFR)

1. 29 CFR 1910, Occupational Safety and Health Regulations for General Industry
2. 29 CFR 1926, Occupational Safety and Health Regulations for the Construction Industry
3. Health and Safety Code, Div. 20, Chapter 6.5, 6.67, 6.7, 6.95, Hazardous Waste Control Law, Health and Safety Code
4. 40 CFR 263, Standards Applicable to Transporters of Hazardous Waste
5. 40 CFR 264, Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
6. 40 CFR 265, Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
7. 40 CFR 268, Land Disposal Restrictions
8. 40 CFR 302, Designation, Reportable Quantities and Notification
9. 49 CFR 171-179, Hazardous Materials Regulations

G. International Standard Organization (ISO)

1. ISO 8502-3, Preparation of Steel Substrates before Application of Paints and Related Products

H. SSPC: Society for Protective Coatings (SSPC)

1. SSPC-AB1, Mineral and Slag Abrasive
2. SSPC-AB2, Specification for Cleanliness of Recycled Ferrous Metallic Abrasives
3. SSPC-SP 1, Solvent Cleaning
4. SSPC-SP 2/3, Hand/Power Tool Cleaning
5. SSPC-SP 6, Commercial Blast Cleaning
6. SSPC-SP 15, Power Tool Cleaning to Commercial Grade
7. SSPC-SP 18, Thorough Spot and Sweep Blast Cleaning.
8. SSPC-SP WJ4-HP WC, High-pressure water cleaning: Water cleaning performed at pressures from 5,000 to 10,000 psig.
9. SSPC-PA 2, Measurement of Dry Film Thickness with Magnetic Gages
11. SSPC-VIS 1, Visual Standard for Abrasive Blast Cleaned Steel
12. SSPC-VIS 3, Visual Standard for Hand and Power Tool Cleaned Steel
13. SSPC Publication No. 91-12, Coating and Lining Inspection Manual
14. SSPC-SSPC Visual Comparison Manual SSPC Technology Guide No. 12 for Illumination of Industrial Painting Projects

I. NACE International (NACE)

1. NACE SP0188-24, Standard Practice for Discontinuity (Holiday) Testing of Protective Coatings
2. NACE SP0178-89, Standard Recommended Practice for Fabrication Details, Surface Finish Requirements, and Proper Design Considerations for Tanks and Vessels to be Lined for Immersion Service.

- J. California Code of Regulations (CCR)
 - 1. California Code of Regulations, Title 8, Section 1532.1 Lead (T8 CCR 1532.1)
- K. General Industry Safety Orders (GISO)
- L. Construction Safety Orders (CSO)
- M. EPA Methods
 - 1. SW 846, Test Methods for Evaluating Solid Waste - Physical/Chemical Methods
 - 2. Method 1311, Toxicity Characteristic Leaching Procedure (TCLP)
 - 3. Method 3050, Acid Digestion of Sediment, Sludge, and Soils
- N. Equipment and Coating Manufacturers' Published Instructions.

1.05 SUBMITTALS

- A. The successful Contractor must submit the following plans and programs for ENGINEER review and acceptance prior to the Pre-Job Conference.
 - 1. The Contractor shall submit Manufacturers' Product Data Sheets and Material Safety Data Sheets on all materials to be used including, but not limited to coatings, thinners, solvents, inhibitors, and abrasive media.
 - 2. The Contractor shall submit its Safety Compliance Program – A written, project-specific compliance program.
 - 3. Personnel Qualifications – Provide the name, experience, and qualifications of the competent person who will be assigned to the project along with any craftworker training.
 - 4. The Contractor shall submit its Public and Environmental Protection Program which shall include the following elements:
 - a. Provide a written description of the visual assessment that will be undertaken by the Contractor to ensure that the public and the environment are not impacted from project activities, and that emissions are controlled in accordance with the requirements of this specification.

- b. Include statements that appropriate corrective action which will be implemented if the results of any sampling and analysis that will be undertaken show that violations of emissions criteria are occurring. Corrective action includes making changes to the work practices to achieve compliance and undertaking the necessary clean up or remediation of the ground (soil) when directed by the ENGINEER. Clean up of the media to pre-project levels is required.
- 5. The Contractor shall submit its Waste Handling, Transportation, and Disposal Program which shall include the following elements:
 - a. Provide a written program that addresses the proper handling and disposal of all waste, including but not limited to, removed paint, paint chips, and scrap steel. Include the procedures that will be followed for collecting representative samples of the paint waste for testing; the testing and analytical procedures that will be used, the procedures for the site handling, storage, and packaging of all waste including scrap steel; and the contingency plans that will be implemented in the event of a spill.
 - b. Transporter Information – Provide the names, addresses, license or permit numbers, and qualifications of the proposed haulers of hazardous waste, scrap steel, non-hazardous waste, and waste water. Transporter to provide EPA ID number at time of submittal.
 - c. Submit the name and address of the permitted landfill that will accept non-hazardous waste, and the disposal of waste water. Include a letter from the permitted waste water disposal facility stating that it will be accepting the waste water generated from hygiene and cleaning activities. The letter must be signed by a legally authorized representative of the facility. Provide permitted landfill/disposal facility EPA ID number at time of submittal.
 - d. Include procedures that will be followed to ensure that all reusable items such as equipment, ground covering materials and scaffolding are cleaned of loose dust and debris prior to removal from the site.
- B. Acceptance of the submittal does not relieve the Contractor from the responsibility to conduct the work in strict accordance with the requirements of this Specification, or to adequately protect the environment, health and safety of all workers involved in the project including any members of the public who may be affected by the project.
- C. Contractor shall maintain copies of submittal data at the jobsite at all times and shall furnish a complete set of submittal data for use by the Inspector.

1.06 CONTRACTOR

- A. The contractor shall be a licensed Painting and Decorating Contractor in the State of California (C-33 Classification). They shall have a minimum of five (5) years practical experience and successful history in the application of specified products to surfaces of steel water storage tanks.
- B. All coating and surface preparation work shall be performed by skilled personnel demonstrating experience, as listed above. Resumes of personnel shall be submitted to the Owner for approval, if requested. Continuity of personnel shall be maintained throughout the duration of the cleaning and coating work and any changes in key personnel shall be subject to the approval of the Owner.
- C. Applicator Training: Application of coating is considered specialized work. Personnel performing this work shall be trained in proper methods of application.
- D. Product Qualifications: Any proposed substitution coating systems shall have been successfully used on 10 similar projects, at least five years old, where the coating has been applied in a similar exposure and application.
- E. Contractor Qualifications: The Contractor shall provide 5 references, which show that they have previous successful experience with coating system applications on similar projects. Include the name, address, and the telephone number for the owner of each installation for which the contractor provided the coating.

1.07 DEFINITIONS

- A. "Lining" refers to protective materials used or applied to interior surfaces. "Paint" refers to protective materials used or applied on exterior surfaces. "Coating" refers to protective materials used or applied on interior surfaces, or any protective material in general.
- B. "ENGINEER" refers to the Owner or his designated representative.

1.08 HOURS OF WORK

- A. Work areas will be available for performance of the contract work between 7:30 A.M. and 5:30 P.M. excluding Saturdays, Sundays and holidays. No work shall be accomplished during hours or on days other than specified above, unless approved in advance by the Owner.
- B. Inspections requested by or made necessary as a result of actions of the

Contractor on Saturdays, Sundays or holidays must be scheduled and approved in writing by Engineer. The contractor shall bear all additional fees or expenses of Owner's personnel and Inspection services created by extraordinary work hours including standby time or overtime.

1.09 PRE-JOB CONFERENCE

- A. A Pre-Job Conference shall be scheduled prior to start of project. The Owner, Contractor and ENGINEER shall be present. A schedule of work to be accomplished and a list of labor, material and equipment rates for additional work will be established and maintained throughout the project. Contractor shall furnish a complete set of submittal data for use by Inspector. Resumes of personnel to be used on the project shall be also submitted.

1.10 QUALITY ASSURANCE

- A. General: Quality assurance procedures and practices shall be used to monitor all phases of surface preparation, application, and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be used provided they meet recognized and acceptable professional standards and are approved by the ENGINEER.
- B. All materials furnished, and all work accomplished under the Contract shall be subject to inspection by the ENGINEER. The Contractor shall be held strictly to the true intent of the Specifications regarding quality of materials, workmanship, and diligent execution of the Contract.
- C. Work accomplished in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection. The entire cost of removal and replacement, including the cost of all materials which may be furnished by the Owner and used in the work thus removed, shall be borne by the Contractor regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the ENGINEER, shall, upon order of the ENGINEER, be uncovered to the extent required. The Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, as directed and approved by the ENGINEER. Except as otherwise provided herein, the Owner will pay the cost of inspection.
- D. The ENGINEER will make, or have made, such tests as deemed necessary to assure the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified, the cost of such testing will be borne by the Owner. In the event such tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear

the cost of such corrective measures deemed necessary by the ENGINEER, as well as the cost of subsequent retesting. It is understood and agreed the making of tests shall not constitute an acceptance of any portion of the work, nor relieve the Contractor from compliance with the terms of the Contract.

- E. Ambient Conditions: no coating shall be applied when the surrounding air temperature or the temperature of the surface to be coated or painted is below 50 degrees F. No coatings shall be applied at temperatures above 110 degrees F. No coatings shall be applied to wet or damp surfaces or in rain, snow, fog or mist, when the temperature is less than 5 degrees F. above the dewpoint, or when it is expected the air temperature will drop below 50 degrees F. Dewpoint shall be measured by the use of an instrument such as a Sling Psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometer Tables or equivalent in accordance with ASTM D337. If unacceptable conditions are prevalent coating or paint application shall be delayed or postponed until conditions are favorable. The day's coating or paint application shall be completed in time to permit the film sufficient drying time prior to damage though atmospheric conditions.
- F. The Contractor shall conduct all operations so as to confine abrasive blasting debris and paint overspray to within the bounds of the site. The Contractor shall take all precautions necessary to prevent adverse off-site consequences of painting operations. Any complaints received by the Owner relating to any such potential offsite problems will be immediately delivered to the Contractor. The Contractor shall immediately halt work and shall take whatever corrective action is required to mitigate any such problems. All costs associated with protection of off-site properties and/or correction of damage to property as a result of painting operations shall be borne directly by the Contractor at no additional expense to the Owner.
- G. Inspection Devices: Contractor shall furnish, until final acceptance of coating and painting, inspection devices in good working condition for detection of holidays and measurement of dry-film thickness of coatings and paints. They shall also furnish National Institute of Standards and Technology/National Bureau of Standards (NIST/NBS) certified thickness calibration plates to test accuracy of thickness gauges. Dry film thickness gauges and holiday detectors shall be available at all times until final acceptance of application. Inspection devices shall be operated by, or in the presence of the ENGINEER with location and frequency basis determined by the ENGINEER. The ENGINEER is not precluded from furnishing his own inspection devices and rendering decisions based solely upon these quality assurance tests. Should in the opinion of the ENGINEER a 24-hour, continuous reading surface temperature gauge be required to assure that

maximum recoat windows are observed, the contractor shall provide a working calibrated instrument to meet this need. The gauge shall be digital and capable of providing instantaneous average measurements of the temperatures recorded.

- H. Warranty Inspection: warranty inspection shall be conducted between the eleventh and seventeenth months following acceptance of all coating and painting work. All personnel present at the Pre-Job Conference should be present at this inspection. All defective work shall be repaired in strict accordance with this specification and to the satisfaction of the ENGINEER.
1. Notification: The Owner shall establish the date for the inspection and shall notify the Contractor at least 30 days in advance. The Owner will drain the tank and Contractor shall provide, at his own expense, suitable lighting and ventilation for the inspection. At the Owner's option, warranty inspection may be accomplished by diving operations.
 2. Inspection: all surfaces of the coating systems shall be visually inspected. All defective coatings, as well as damage or rusting spots of the tank, shall be satisfactorily repaired by and at the sole expense of the Contractor. Defective coating shall be any of those defined by SSPC's Visual Comparison Manual.
 3. Inspection Report: The ENGINEER shall prepare and deliver to the Contractor an inspection report covering the warranty inspection. The report shall set forth the number and type of failures observed, the percentage of the surface area where failure has occurred, and the names of the persons making the inspection.
 4. Schedule: upon completion of the inspection and receipt of Inspection Report as noted herein, Owner shall establish a date for Contractor to proceed with remedial work. Any delay on part of Contractor to meet schedule established by Owner shall constitute breach of this Contract and Owner may proceed to have defects remedied through other means, and these costs may be charged to the Contractor.
 5. Remedial Work: any location where coating or paint is defined as defective shall be considered to be a failure of the system at that location. The Contractor shall make repairs at all points where failures are observed by removing the deteriorated coating, cleaning the surface, and recoating or repainting with the same system specified herein. Any spot repairs to defective areas will require feathering at least 3 inches into sound adjacent coating. If an area of failure exceeds 25 percent of a specific coated surface, the entire

coating system from that specific area may be required to be removed and recoated in accordance with the original specification.

a. Specific coated or painted surfaces are defined as follows:

- (1) Tank - Exterior Roof & Shell
- (2) Attachments, accessories, and appurtenances
- (3) Piping and mechanical elements to the limits defined herein.

1.10 SAFETY AND HEALTH REQUIREMENTS

- A. General: ventilation, electrical grounding, and care in handling coatings, paints, solvents and equipment are important safety precautions during coating and painting projects. Contractor shall conform with safety requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals. The Contractor shall provide and require use of personal protective life saving equipment for all persons working in or about the project site.
- B. Access Facilities: all ladders, scaffolding and rigging shall be designed for their intended uses. Ladders and scaffolding shall be erected where requested by ENGINEER to facilitate inspection and be moved by the Contractor to locations requested by the ENGINEER.
- C. Ventilation: where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof, of industrial design and shall be approved by the ENGINEER. Ventilation shall reduce the concentration of air contaminant to the degree a hazard does not exist by educting air, vapors, etc. from the confined space. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured. Forced air eduction during blast cleaning and coating application operations is mandatory 24 hours per day until coatings have fully cured. If dehumidification equipment is used, equipment must be operated on a continuous basis during all blasting and coating operations, including shifts during which no work is being accomplished. Only ventilation, not dehumidification is required during final curing phases.
 1. Ventilation system shall be furnished and installed by the Contractor in accordance with these specifications. The Contractor shall make modifications to the ventilation system as directed by the ENGINEER to insure a safe working environment and complete removal of all solvent vapors. Upon completion of the final curing period, as determined by the ENGINEER, the Contractor shall remove the ventilation system.

2. The exhaust blower capacity shall be sufficient to maintain air changes within tank interiors in accordance with OSHA, the coating manufacturer's recommendations, and the local Air Pollution Control ENGINEER regulations.
 3. If Contractor uses dehumidification equipment, or any other alternative ventilation systems, Contractor must submit, in advance, for approval by the ENGINEER, a complete list of equipment and procedures for its use.
- D. Head and Face Protection and Respiratory Devices: equipment shall include protective helmets, which shall be worn by all persons while in the vicinity of the work. During abrasive blasting operations, nozzle-men shall wear U.S. Bureau of Mines approved air-supplied helmets and all other persons who are exposed to blasting dust shall wear approved filter-type respirators and safety goggles. When coatings are applied in confined areas all persons exposed to toxic vapors shall wear approved respiratory protection.
- E. Grounding: blasting, spray and air hoses shall be grounded to prevent accumulation of charges of static electricity.
- F. Illumination: spark proof artificial lighting shall be provided for all work in confined spaces. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70 "National Electric Code" for the atmosphere in which they will be used. Whenever required by the ENGINEER, the Contractor shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination shall be in accordance with SSPC Technology Guide No. 12 for Illumination of Industrial Painting Projects.
- G. Toxicity and Explosiveness: the solvents used with specified protective coatings are explosive at low concentrations and are highly toxic. The maximum allowable concentration of vapor shall be kept below the maximum safe concentration for eight-hour exposure, plus Lower Explosive Limit must be strictly adhered to. If coatings contain lead or other hazardous materials, all regulations related to safety of personnel and handling of such materials shall be strictly adhered to.
- H. Protective Clothing: coating materials may be irritating to the skin and eyes. When handling and mixing coatings workmen shall wear appropriate covering gloves and eye shields.
- I. Fire: during mixing and application of coatings, all flames, welding and smoking shall be prohibited in the vicinity. Appropriate type fire extinguishers shall be provided by Contractor and kept at the jobsite during

all operations.

- J. Sound Levels: whenever the occupational noise exposure exceeds the maximum allowable sound levels, the Contractor shall provide and require the use of approved ear protective devices. General sound levels for project shall be those that will not affect routine facility or neighborhood activities. Whenever any levels are objectionable, they shall be adjusted as directed by the ENGINEER. Adjustments to noise levels required may include the relocation of equipment or the installation of a sound barrier, as required by the ENGINEER.
- K. Compliance with California Code of Regulations: Contractor shall submit a notarized letter signed by a principal officer of the Corporation certifying the Contractor fully complies with California Code of Regulations pertaining to the work including, but not limited to, the following:
- | | | | |
|----|-------------------------------------|----------|-----------|
| 1. | Illness Injury Prevention Program | CSO/GISO | 1508/3203 |
| 2. | Confined Space Plan | GISO | 5156/5159 |
| 3. | Respiratory | CSO/GISO | 1531/5144 |
| 4. | Hazard Communication | GISO | 5194 |
| 5. | Rolling Scaffolds | CSO | 1646 |
| 6. | Employee Safety Instruction | CSO | 1510 |
| 7. | Emergency Medical Service | CSO | 5112 |
| 8. | Dusts, Fumes, Mists, Vapors & Gases | CSO | 1528 |
- L. Protective Coverings, Containment, and Ventilation Materials/Equipment: The Contractor shall Provide all protective coverings needed to protect those surfaces that are not designated to be prepared or coated. Provide all materials needed for the implementation of a containment/ventilation system around the operation to control emissions and exposures in accordance with the provisions of this Section. This includes, but is not limited to, rigging, scaffolding, planking, tarpaulins, dust collectors and vacuums. Verify that all materials are free of lead, chromium, loose dust and debris when brought onto the Owner's property and upon removal from the site.

2.0 MATERIALS

2.01 GENERAL

- A. Materials specified are those which have been evaluated for the specific service. Products are listed to establish a standard of quality. Standard products of manufacturers other than those specified will be accepted when proven to the satisfaction of the ENGINEER they are equal in composition, durability, usefulness and convenience for the purpose intended. Substitutions will be considered provided the following minimum conditions

are met:

1. The proposed coating system shall have a dry film thickness equal to or greater than that of the specified system.
 2. The proposed coating system shall employ an equal or greater number of separate coats.
 3. The proposed coating system shall employ coatings of the same generic type.
 4. All requests for substitution shall carry full descriptive literature and directions for application, along with complete information on generic type, non-volatile content by volume and a list of 10 similar projects, all at least three years old, where the coatings have been applied to similar exposure. Substitutions shall be endorsed in writing from the materials manufacturer that these substituted materials will provide equivalent performance as those specified.
 5. If the above-mentioned data appears to be in order, the ENGINEER may require that the Contractor provide certified laboratory data sheets showing the results of complete spectrographic and durability tests accomplished on the proposed substitute. An independent testing laboratory satisfactory to the ENGINEER shall accomplish tests and all costs incurred in the testing program shall be borne by the Contractor. In any case, the ENGINEER shall be sole and final judge of the acceptability of any proposed substitution. Requests for substitution must be approved in writing.
- B. All materials shall be brought to the jobsite in the original sealed containers. They shall not be opened or used until ENGINEER has physically inspected contents and obtained necessary data from information printed on containers or labels. Materials exceeding storage life recommended by the manufacturer shall be rejected.
- C. Flammability, toxicity, allergenic properties, and any other characteristic requiring field precautions shall be identified, and specific safety practices shall be stipulated.
- D. All coating and disinfection materials shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable coatings must be stored to conform with local, county, state and federal safety codes for flammable coating materials. At all times coatings shall be protected from freezing.
- E. Contractor shall use products of the same manufacturer for all coats.

2.02 EXTERIOR PAINT MATERIALS

- A. Paint materials shall consist of an epoxy/urethane system and conform to the regulations and applicable requirements of applicable local, state and federal air pollution regulatory agencies.
 - 1. Prime coat shall be similar or equal to that defined in AWWA Standard D102-21, Outside Coating No. 5 Materials listed herein as standards of quality.
 - 2. Finish coat shall be equal or similar to that defined in AWWA Standard D102-21, Outside Paint System No. 5.

3.0 EXECUTION

3.01 GENERAL

- A. All surface preparation and coating application shall conform to applicable standards of SSPC and the manufacturer's printed instructions. Material applied prior to approval of the surface by the ENGINEER shall be removed and reapplied to the satisfaction of the ENGINEER at the expense of the Contractor.
- B. All work shall be performed by skilled craftsmen qualified to accomplish the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be maintained and transfer of key personnel shall be coordinated with the ENGINEER.
- C. The Contractor shall provide a supervisor to be at the work site during cleaning, application and disinfection operations. The supervisor shall have the authority to sign any change orders, coordinate work and make other decisions pertaining to the fulfillment of their contract.
- D. Contractor shall provide approved sanitary facilities for all project personnel, as no existing facilities will be available to the Contractor. Facilities shall be maintained during the project to complete standards established by Owner and shall be removed prior to Contractor's departure from the site at completion of the project.
- E. Dust, dirt, oil, grease or any foreign matter which will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved commercial cleaning solvent, rinsed with clean water and wiped dry with clean rags.
- F. The Contractor's coating equipment shall be designed for application of

materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air. Blotter test shall be accomplished at each start-up period and as deemed necessary by the ENGINEER. Contractor's equipment shall be subject to approval of the ENGINEER.

1. Cleanliness of compressed air supply shall be verified daily, and as deemed necessary by ENGINEER, by directing a stream of air, without abrasive, from the blast nozzle onto a white blotter or cloth for twenty seconds in accordance with ASTM D4285. If air contamination is evident, change filters, clean traps, add moisture separators or filters, or make adjustments as necessary to achieve clean, dry air.
- G. Application of the first coat shall follow immediately after surface preparation and cleaning within an eight-hour working day. Any cleaned areas not receiving first coat within an eight-hour period shall be recleaned prior to application of first coat.
- H. Because of the presence of moisture and possible contaminants in the working atmosphere, care shall be taken to ensure previously coated surfaces are protected or recleaned prior to application of subsequent coat(s). The ENGINEER shall approve methods of protection and recleaning.
1. The project is subject to intermittent shutdown if, in the opinion of the ENGINEER, cleaning, coating operations are creating a localized condition detrimental to ongoing facility activities, personnel, or adjacent property.
 2. In the event of emergency shutdown by the ENGINEER, Contractor shall immediately correct deficiencies. All additional costs created by shutdown shall be borne by Contractor.
- I. The Contractor shall provide, at his own expense, all necessary power for his operations under the contract.
- J. Inspection: all operations will be monitored 100% by an Owner-appointed quality assurance inspector. All additional costs incurred by off-site inspection shall be borne by the Contractor. These include, but are not limited to travel, lodging, food, auto rental (where applicable) and any other expenses directly related to the inspection.

3.02 WORKER PROTECTION AND EXPOSURE MONITORING

- A. Compliance Program

1. Implement a worker protection compliance program to protect Contractor personnel from exposure to toxic metals in the paint that will be disturbed during abrasive blasting activities. The CalOSHA Lead in Construction Standard, Title 8, 1532.1, is the basis for the requirements of this specification, but make certain that the workers are protected from harmful exposures to all toxic metals in the paint.

3.03 ENVIRONMENTAL PROTECTION, AND CONTROL OF EMISSIONS

A. Containment of Overspray and Debris

1. When exterior surfaces of a tank contain hazardous materials, all overspray, dust emissions, and removed coating particles shall be confined to the structure where paint disturbance activities are being accomplished.
2. Provide partial containment and debris-collection controls generally consistent with SSPC-Guide 6, Class 3P, as applicable to the active power tool cleaning area. At a minimum, provide:
 - a. Protection of adjacent structures, equipment, roads, drainage facilities, and undisturbed soil from abrasive and coating debris.
3. Do not permit visible dust, spent abrasive, or coating debris to cross the Project Site boundary shown on the Drawings. Immediately suspend abrasive blasting when:
 - a. Visible emissions or debris cross the Project Site boundary.
 - b. Wind conditions render the installed controls ineffective.

B. Air Quality and Ambient Air Monitoring

1. Visible airborne emissions and debris are prohibited from escaping the limits of the property and are cause for immediate project shutdown. If visible emissions are observed encroaching the limits of the project site. The ENGINEER reserves the right to require additional containment methods at no additional cost.
2. The contractor shall be responsible for monitoring the amount of dust or debris that escapes the immediate work area during all abrasive cleaning or other operations in which emissions may be produced. Monitoring shall be in accordance all applicable OSHA, EPA, federal, state and local regulations.

3. When visible emissions and debris escape the work area, the contractor will suspend operations and reconfigure its containment effort to prevent wind-blown debris from leaving the property and collect and contain any fugitive emissions.

C. Ground Protection

1. Conduct all activities so that release of paint debris onto the unprotected soil does not occur.
2. Protect the soil surrounding the work area with air and dust impenetrable materials to capture dislodged paint chips. Extend the ground covers at a minimum of 15 feet in all directions around the perimeter of the project to avoid losing debris through rips, tears, or breaks in the coverings. Remove paint chips and debris from the ground covers at the end of each day together with any paint chips or debris that is not captured by the ground covers.

D. Paint Waste Sampling, Testing, and Classification

1. Sampling of Paint Debris
 - a. Collect representative samples of the paint debris generated by project activities. Collect all samples under the observation of the ENGINEER.
 - b. Collect samples in accordance with SW-846, "Test Methods for Evaluating Solid Waste – Physical/Chemical Methods". Describe the sampling methods in the Waste Handling Plan.
 - c. Complete the initial sampling of each waste stream immediately upon filling the first container, but do not allow waste to accumulate for longer than 30 days before sampling. After the representative samples are collected, send them immediately to the laboratory for analysis.
 - d. Unless otherwise directed by the ENGINEER or required by state regulations or the waste recycling or disposal facility, once each waste stream is sampled, tested, and classified, additional sampling and analysis are not required for subsequent shipments unless the waste stream changes.
2. Testing of Paint Debris
 - a. Have all testing performed by a qualified laboratory acceptable to the ENGINEER. Direct the laboratory to test the

waste in accordance with individuals collecting the samples and conducting the laboratory tests, and an interpretation of the results. Include copies of the chain-of-custody forms in the documentation.

- b. Copies of the test results shall be sent to the ENGINEER prior to removal from the site.
- c. All copies of documentation including manifests, chain of custody forms, and test results shall be submitted to the ENGINEER prior to final payment.

3. Handling, Packaging, and Storage of Waste

- a. Comply with 40 CFR 262 and State regulations for the on-site handling, packaging, and storage of all hazardous waste generated by the project.
- b. Comply with State and County regulations as applicable for the handling, packaging, and storage of non-hazardous construction waste.
- c. Do not place hazardous waste on the unprotected ground (e.g., cover the ground with impervious tarpaulins). Locate hazardous waste in a secure area with signs around the perimeter and shielded adequately to prevent dispersion of the waste by wind or water. Contact the ENGINEER for approval of the storage location. If the ENGINEER identifies a separate location at the project site as the secure storage area, when the quantity of waste at the satellite storage area exceeds 55 gallons, move the debris to the designated storage area within three days.
- d. At minimum, collect and store the waste at the end of each working day in the storage drums or containers such that no waste is left exposed overnight. Use DOT-approved containers for hazardous waste storage.
- e. Cover all containers immediately upon filling and confirm that all lids are attached except when filling. Verify that all labels remain intact.
- f. Store non-hazardous waste separately from hazardous waste. Do not co-mix hazardous waste with non-hazardous waste. Do not mix different types of hazardous waste together unless specifically approved by ENGINEER and the disposal

facility.

- g. Arrange containers in the storage area for easy accessibility. Stage the containers together in lots no greater than two rows of five containers each. Maintain a minimum lane clearance of 36 inches between each lot of ten containers.
- h. Verify that all waste is transported to the appropriate recycling or disposal facility within 60 days after waste is first placed into the container.
- i. Improper waste storage is cause for immediate project shut down until appropriate corrective action is completed.
- j. Train all personnel in the proper handling of the hazardous waste at the work site in accordance with 40 CFR 265.16. Include procedures in the Waste Handling Plan that will follow in the event of a release or spill, required notification, and methods to be used for cleanup. Maintain all training records on-site.
- k. Do not fill any container or roll-off in excess of the capacity marked on the container. If delays during pick-up are caused by overfilled containers, remediate the situation at no additional cost to the ENGINEER.
- l. If soil remediation is required as a result of Contractor activities, place the soil into separate containers, and assume all costs for its disposal.

E. Labeling of Waste Containers

- 1. Immediately label all containers of project waste and debris to identify the contents.
- 2. After the TTLC/TCLP test results are received, immediately apply hazardous waste labels, if the waste tests hazardous. Label each container or roll-off of hazardous waste in accordance with 40 CFR 262, 49 CFR 147-179, and State and County regulations. Include the following minimum information:
 - a. Hazardous Waste. Federal law prohibits improper disposal. If found, contact the nearest police, or public safety authority, or the U.S. Environmental Protection Agency.
 - b. Proper DOT Shipping Name

- c. Manifest Document Number
 - d. Generator Name, Address, and EPA ID Number
 - e. Date of Accumulation
 - f. EPA Waste Number
- 3. Apply non-hazardous waste classification labels on all other project waste in accordance with City and state regulations.
 - 4. Enter the above information using permanent marking material, printed in English, and displayed on a background of contrasting color unobscured by other labels or attachments. Locate labeling away from other markings that could substantially reduce its effectiveness.
 - 5. Complete the labeling, marking, and placarding activities under the observation of the ENGINEER, prior to storing or transporting any container or roll-off.
 - 6. Separate labeling requirements for scrap steel are provided later in this Specification.

F. Transportation and Disposal of all Waste

- 1. Hazardous Waste
 - a. Prepare the hazardous waste manifest for each shipment and provide to the ENGINEER for review.
 - b. Arrange for the transportation of all hazardous waste by a licensed transporter in accordance with 40 CFR 263, 49 CFR 171-179, and state regulations. Also comply with applicable City or County regulations. Waste must be completely covered during transportation. Provide the name, address, and qualifications of the licensed waste transporter to ENGINEER for acceptance.
 - c. Arrange for the recycling or disposal of all hazardous waste in accordance with 40 CFR 264, 40 CFR 268, and County and state regulations. Verify that only licensed TSD facilities are used. Provide the name, address, qualifications, and letter of commitment from the recycling or TSD facility to ENGINEER for acceptance.

- d. Provide a certification for each manifest shipment that the waste was accepted by the recycling or disposal facilities and was properly treated and disposed. If the manifest is not returned to ENGINEER within 30 days, contact the disposal facility and/or transporter to track the shipment.
- e. Comply with all of the manifesting, certifications, and reporting requirements for hazardous waste in accordance with 40 CFR 262, 40 CFR 268, and County and State regulations, including certificates of final disposal for each shipment.

2. Non-Hazardous Construction Waste

- a. Transport and dispose of all residual and non-hazardous construction waste in accordance with County and State regulations.
- b. Waste must be completely covered during transport.
- c. Comply with additional City and County regulations where applicable.

G. Special Handling and Disposal Conditions for Waste Water.

- 1. Provide containers for the collection and retention of all waste water, including but not limited to the water used for hygiene purposes, laundering of clothing if done on site, and cleanup activities.
- 2. Filter visible paint chips and particulate from the water prior to placing it into the containers. Prior to disposal, test the water for total toxic metals and provide ample filtration (e.g., through a multi-state filtration system ending in 5 microns or better if needed) until the water is not classified as hazardous.
- 3. Make disposal arrangements with the local publicly owned treatment works (POTW), Sanitation Company, or other appropriate permitted facility. Provide ENGINEER with documentation signed by an official of the facility stating that the facility will accept the waste, and that the levels of any toxic metals remaining in the water is acceptable.
- 4. Provide ENGINEER with the name and address of the transporter and disposal facility for acceptance prior to use.

H. Recordkeeping – Provide the following information to ENGINEER for a retention period of a minimum of 5 years; all manifests, a listing of the type

and quantity of all waste generated, and the transportation and disposal facilities used for all waste.

I. Contractor Materials and Equipment

1. Upon completion of project activities, remove all Contractor equipment and materials. Thoroughly HEPA vacuum, wash, or otherwise decontaminate reusable items until they are visually clean prior to removal from the project site. The use of compressed air for cleanup activities is prohibited unless used in conjunction with a ventilation system designed to capture the airborne particulate. The items to be cleaned include, but are not limited to, demolition equipment, containment materials, ground covers, and scaffolding.
2. If adequate cleaning is not possible, treat materials as waste and dispose of in accordance with the requirements of this specification.
3. Collect water used for cleaning and dispose of in accordance with the requirements of this specification.
4. The Contractor shall conduct work area clearance testing at such time as the paint removal operations are complete and prior to the removal of work area containment structures. Prior to any clearance testing, the Contractor shall package and remove all debris, residue, and waste materials and clean all surfaces free of visible dust and paint debris. Clearance testing will be performed after the final clean-up has been completed and all surfaces are dry, and after the area has passed a visual inspection by the ENGINEER.

J. Cleaning of Surrounding Property and Surfaces

1. Upon completion of project activities, and after all Contractor equipment and materials have been removed, conduct an inspection of the project site and surrounding property and surfaces located within the likely dispersion zone of project dust and debris.
2. Thoroughly inspect the property and surfaces for the presence of project-generated debris including, but not limited to, spent paint removal media, paint chips, materials of construction, fuel, and other litter. Remove all visible paint chips, and debris from the project site, even if the paint chips and debris were a pre-existing condition. Use HEPA vacuums as needed for the cleaning.
3. After all cleanup activities are completed, conduct a final inspection with the ENGINEER. Conduct any additional cleaning identified by the ENGINEER.

4. Include procedures for project cleanup in the Environmental compliance Plan, including the type of testing and analysis that will be employed to verify that the cleanliness complies with the acceptance criteria identified in this item.
5. Collect water used for cleaning and dispose of in accordance with the requirements of this specification.
6. Remediation of Surrounding Property – If directed by the ENGINEER, conduct the necessary remediation of soil if impacted by project activities as described earlier in this specification

3.04 SURFACE PREPARATION, GENERAL

- A. The latest revision of the following surface preparation specifications of AMPP (Formerly SSPC) shall form a part of this specification. (Note: An element of surface area is defined as any given 9 square inches of surface).
 1. Solvent Cleaning (SSPC-SP1): Removal of oil, grease, soil and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning or similar materials and methods, which involve a solvent or cleaning action.
 2. Hand Tool Cleaning (SSPC-SP2): Hand Tool Cleaning for steel substrates. It specifies the manual removal of all loose rust, loose mill scale, loose paint, and other non-adherent foreign matter using non-powered hand tools. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife.
 3. Powertool Cleaning to Commercial Grade (SSPC-SP15): Powertool cleaning to bare metal cleanliness, until thirty-three percent of each element of surface area is free of all visible residues and has minimum of 1 mil profile.
 4. Low Pressure Water Cleaning (SSPC-SP12, WJ-4): Light Cleaning (WJ-4) degree of surface cleanliness of coated or uncoated metallic substrates. It specifies the requirements for preparing a metal substrate using pressurized water before applying protective coatings or linings.
- B All exterior shell surfaces where active rust sites or bare steel is found on the tank and its accessories shall be spot power tool cleaned in conformance to SSPC's Surface Preparation Specification No. 15 (SSPC-SP15) and this effort shall provide a resultant surface profile or anchor pattern of 1 to 2 mils (0.001" - 0.002") when measured in accordance with

ASTM D4417. All spot repair areas shall be feathered into sound coating a minimum of 3 inches in each direction so that no edges can be identified/probed with a dull putty knife.

- C All exterior surfaces and appurtenances shall be pressure water cleaned in accordance with SSPC-SP12, HPWC, WJ-4 (5000 psi). This work will include the scrubbing of all surfaces with a stiff bristle brush using a solution of trisodium phosphate (TSP). All scrubbed surfaces shall then be fresh water rinsed. It is the requirement of this preparation work to not only clean all remaining intact coatings of any chalk or other residues, but to also remove any films with marginal adhesion. All shell surfaces shall be scarified by pole sanded to roughen the existing finish coat prior to overcoating.

3.05 SURFACE PREPARATION, SPECIFIC

- A. Slag, weld spatter, or sharp edges such as those created by flame cutting and shearing not previously removed by the tank fabricator, erector or installer shall be removed by chipping and grinding. All sharp edges shall be peened, ground or otherwise blunted as required by the ENGINEER in accordance with NACE SP0-178. The rolled edges of angles, channels, and wide flange beams do not normally require further rounding unless specifically directed by the ENGINEER.
- B. The Contractor shall keep the area of work in a clean condition and shall not permit blasting materials to accumulate as to constitute a nuisance or hazard to the prosecution of the work or the operation of the existing facilities. Spent abrasives and other debris shall be removed at the Contractor's expense as directed by the ENGINEER. If waste is determined to be hazardous, disposal by Contractor shall meet requirements of all regulatory agencies for handling such wastes.
- C. Power tool cleaned surfaces shall be cleaned prior to the application of specified coatings through a combination of blowing with clean dry air, brushing/brooming and/or vacuuming as directed by the ENGINEER. Air hose for blowing shall be at least 1/2" in diameter and shall be equipped with a shut-off device.
- D. The surfaces of any non-carbon steel substrates, or specialty items (i.e. galvanized, anodized, etc.) shall be properly treated and prepared prior to any coating operations in accordance with the coating manufacturer's written recommendations, subject to approval of the ENGINEER.
- K. All removed coating, and any other residual debris shall be collected, removed from the site, and disposed of at an approved legal disposal site in accordance with the approved disposal plan. Said material shall be

collected and directly moved from site. When existing paints have been determined by laboratory analysis to be toxic or hazardous, handling shall be in accordance with Paragraph 3.03.E herein.

3.06 APPLICATION, GENERAL

- A. Coating application shall conform to the requirements of the SSPC's Paint Application Specification No. 1 (SSPC-PA1), latest revision, for "Shop, Field and Maintenance Painting," the manufacturer of the coating materials printed literature, and as specified herein.
- B. No coating shall be applied under the following conditions:
 - 1. When the surrounding air temperature or the temperature of the surface to be coated or painted is below 55 degrees F for epoxy coatings, below 45 degrees F for epoxy low temperature cure coatings, or above 110 degrees F for all materials.
 - 2. Wet or damp surfaces or in rain, fog or mist.
 - 3. When the temperature is less than 5 degrees F above the dewpoint.
 - 4. When it is expected the air temperature will drop below 55 degrees F for epoxy coating, below 45 degrees F for epoxy low temperature cure coatings, or less than 5 degrees F above the dewpoint within two hours after application of coatings or paints.
 - i. Dewpoint shall be measured by use of an instrument such as a sling psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables or equivalent. If dehumidification is used, equipment must run continuously during all phases of contract, except disinfection phase.
 - 5. When wind speed exceeds fifteen miles per hour
 - i. If above conditions are prevalent, coating application shall be delayed or postponed until conditions are favorable. The day's application shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.
- C. Thinning shall only be permitted as recommended by the manufacturer and approved by the ENGINEER and shall not exceed the limits set by applicable regulatory agencies.
 - 6. If the Contractor applies any coatings which have been modified or thinned to such a degree as to cause them to exceed established

maximum VOC levels, Contractor shall be responsible for any fines, costs, remedies, or legal action and costs which may result.

- D. Each application of coating shall be applied evenly with a uniform appearance. The system shall be free of brush marks, unfeathered edges, sags, runs, and evidence of poor workmanship, or any aesthetic defects, as defined by SSPC. Care should be exercised to avoid lapping on glass or hardware. Coating shall be sharply cut to clean, defined lines. Finish surfaces shall be uniform in appearance and shall be free from defects or blemishes.
- E. Protective coverings or drop cloths shall be used to protect floors, concrete, fixtures, equipment, prepared surface and applied coatings. Personnel entering tank or walking on exterior roof of tank shall take precautions to prevent damage or contamination of coated surfaces. Care shall be exercised to prevent coating from being spattered onto surfaces, which are not to be coated. Surfaces from which such material cannot be removed satisfactorily shall be replaced or recoated as required to produce a finish satisfactory to the ENGINEER.
- F. All welds and irregular surfaces, as defined by the ENGINEER shall receive a brush coat of the specified product prior to application of each complete coat. Coating shall be brushed in multiple directions to ensure penetration and coverage, as directed by the ENGINEER. These areas include, but are not limited to welds, roof lap seams, nuts, bolts, ends, and flanges of rafters, etc. Stripe coating shall be dry before full applications.
- G. Coating which has endured an excessive time element beyond manufacturer's recommended recoat cycle, shall be deglossed and scarified by Sweep Blast Cleaning (SSPC-SP18) or methods approved by the ENGINEER, prior to application of additional coating. Scarified coating shall have sufficient depth to assure a mechanical bond of subsequent coat.
- H. All attachments, accessories, and appurtenances to be coated shall be prepared and finished in the same manner as specified for adjacent structure sections.
- I. All coating components shall be mixed in exact proportions specified by the manufacturer in the presence of the ENGINEER. Care shall be exercised to ensure all material is removed from containers during mixing and metering operations.
- J. All coatings shall be thoroughly mixed, utilizing an approved slow-speed power mixer until all components are thoroughly combined and are of a smooth consistency. Coatings shall not be applied beyond pot-life limits or recoat cycles specified by manufacturer.

- K. Thinners shall be added to coating materials only as required in accordance with manufacturer's printed literature and in the presence of the ENGINEER. Quantities of thinner shall not exceed limits set by applicable regulatory agencies.
- L. Application shall be by airless spray method, except as otherwise specified. Drying time between coats shall be strictly observed as stated in manufacturer's printed instructions, except there shall be a minimum of 12 hours between coats
- M. When two or more coats are specified, each coat shall contain sufficient approved color additive to act as an indicator of coverage or the coats must be of contrasting color. A fine bristle broom and air shall be used to remove dust and other matter from each coat prior to application of any additional coats.
- N. All mixing, thinning, application, and holiday detection of coatings shall be accomplished in the presence of the ENGINEER.
- O. Care shall be exercised during spray operations to hold the spray nozzle perpendicular and sufficiently close to surfaces being coated to avoid excessive evaporation of volatile constituents and loss of material into the air or the bridging of cracks and crevices. Reaching beyond limits of scaffold perimeter will not be permitted. All dryspray or overspray shall be removed as directed by ENGINEER and the area recoated.

3.07 PAINT APPLICATION, EXTERIOR SURFACES

- A. After completion of surface preparation as specified, all bare metal surfaces shall receive two complete coats of the coatings specified under 2.03 "EXTERIOR PAINT MATERIALS." The total system shall include one of the following manufacturers:
 - 1. Sherwin Williams
 - a. 4-6 mils Macropoxy 646-100 – Spot Prime Coat
 - b. 4-6 mils Sher-Loxane 800 – Full Finish coat
 - c. 8 mils (.008") shall be the minimum dry film thickness of the completed new system.
 - 2. Tnemec Company
 - a. 4-6 mils Series L140F PotaPox – Spot Prime Coat
 - b. 4-6 mils Series 1095 – Full Finish coat
 - c. 8 mils (.008") shall be the minimum dry film thickness of the completed new system.
- B. It will be the responsibility of the Contractor to obtain the minimum thickness

and visual uniformity of each part of the system(s) above. More than one coat of the primer or finish coat may be required if the total thickness specified for each coat is not achieved or the coat fails to provide adequate hide of the underlying coats.

- C. Color Scheme: The Owner shall select exterior finish coat colors for the project. The Contractor shall submit a current chart of the manufacturer's available colors to the Owner's representative ten days prior to start of painting operations.
- D. Coating System Identification: unless otherwise directed by the ENGINEER, stencil the following information on the completed exterior system. Location will be selected by the ENGINEER. Use a black urethane coating and provide lettering that is 2 to 3 inches in height.
 - 1. Month and Year of Completion
 - 2. Identification of Coating System
- E. Following the removal of any existing sealant or protrusions between the exterior floor plate and concrete ring wall, apply caulking to the gap in accordance with the manufacturer's written recommendations. Exterior caulking shall have a smooth clean finish that is applied to clean, sharp lines. Sealant color shall be selected and approved by the owner.

3.08 QUALITY CONTROL

- A. Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces," SSPC-Vis 1 and as described herein. Anchor profile for prepared surfaces shall be measured by using a nondestructive instrument such as a Testex Press-0-Film System in accordance with ASTM D4417. Temperature and dewpoint requirements shall apply to all surface preparation operations, except low and high temperature limits.
- B. Dry film thickness verification shall be performed by the Contractor in the presence of the ENGINEER. Contractor shall provide all inspection equipment and scaffolding to perform the inspections. All areas not meeting the specified dry film thickness shall be recoated and repaired by Contractor as directed by ENGINEER.
- C. Film Thickness Testing: thickness of coatings and paint shall be checked with a non- destructive film thickness gauge in accordance with ASTM D1186 and/or ASTM D7091. An instrument such as Tooke Gage should be used in accordance with ASTM D4138 if a destructive tester is deemed necessary. The sampling of film thickness of flat (e.g. plate) surfaces shall be tested in accordance with SSPC-PA2. The sampling of structural

members or irregular surfaces shall be tested in frequency and locations, as directed by the ENGINEER.

- D. Inspection Devices: Contractor shall furnish, until final acceptance of coating and painting, inspection devices in good working condition for measurement of dry-film thickness of coatings. They shall also furnish National Institute of Standards and Technology/National Bureau of Standards (NIST/NBS) certified thickness calibration plates to test accuracy of thickness gauges. Dry film thickness gauges shall be available at all times until final acceptance of application. Inspection devices shall be operated by, or in the presence of the ENGINEER with location and frequency basis determined by the ENGINEER. The ENGINEER is not precluded from furnishing its own inspection devices and rendering decisions based solely upon their tests.
- E. Acceptable Inspection Devices: acceptable devices for ferrous metal surfaces include but are not limited to Tinker-Rasor Models AP and AP-W holiday detectors, and SSPC Type II units for dry film thickness gauging. Inspection devices shall be calibrated and operated in accordance with the manufacturer's instructions and SSPC-PA2.

3.9 CLEAN-UP

- A. Upon completion of the work, all staging, scaffolding and containers shall be removed from the site or destroyed in a manner approved by the ENGINEER. Coating spots upon adjacent surfaces shall be removed and the entire jobsite cleaned. All damage to surfaces resulting from the work of this section shall be cleaned, repaired, or refinished to the complete satisfaction of the ENGINEER at no cost to the Owner.

3.10 OMISSIONS

- A. Care has been taken to delineate herein those surfaces to be coated. However, if coating requirements have been inadvertently omitted from this section or any other section of the specifications, it is intended that all metal surfaces, unless specifically exempted herein, shall receive a first-class protective coating equal to that given the same type surface pursuant to these specifications.

END OF SECTION

APPENDIX A

LETTER RE FINAL PAYMENT
AND
AFFIDAVIT RE BILLS FOR LABOR AND MATERIALS ASSOCIATED WITH THE
OLYMPIAN TANKS 1 AND 4 EXTERIOR REPAINTING PROJECT

CONTRACTOR: If not otherwise defined herein, all capitalized terms in the attached letter and affidavit shall have the meaning given to them in the Contract Documents. The attached letter and affidavit must be signed and submitted to the Agency after your receipt of the last partial payment. The letter must be signed and submitted to the Agency prior to acceptance of the Work by the Agency. The affidavit must be signed and submitted to the Agency before final payment is made.

OLYMPIAN TANKS 1 AND 4 EXTERIOR REPAINTING PROJECT

LETTER RE FINAL PAYMENT

Date: _____

To: Agency's Representative

As required by GC-79 of the Contract Documents for this Project, OLYMPIAN TANKS 1 AND 4 EXTERIOR REPAINTING PROJECT, the undersigned Contractor states that upon Contractor's receipt of the final payment under the Contract, Contractor will consider the sum of the payments made to Contractor by the Agency as full and just compensation for the whole amount of Work done according to the terms of the Contract, and Contractor will not make any more demands upon the Agency or the Representative for any further payments.

Contractor Name: _____

By: _____
(Signature)

(Print Name)

Its: _____
(Title)

(Date, City and State)

Signing of Letter RE Final Payment

If the Contract was executed by an individual, the letter shall be signed by him/her; if executed by a partnership, the letter shall be with the partnership name by a partner, who shall also sign his/her name and list all other partners; and if executed by a corporation, it shall be signed by a duly authorized officer or officers, with their titles specified, and with the corporation's state of incorporation listed.

OLYMPIAN TANKS 1 AND 4 EXTERIOR REPAINTING PROJECT

AFFIDAVIT RE BILLS FOR LABOR AND MATERIALS

Per GC-79 of the Contract Documents, on behalf of the Contractor, the undersigned affiant hereby states that all bills for labor and material for this Project, OLYMPIAN TANKS 1 AND 4 EXTERIOR REPAINTING PROJECT, have been paid. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Contractor Name: _____

By: _____
(Signature)

(Print Name)

Its: _____
(Title)

(Date, City and State)

Signing of Affidavit RE Bills for Labor and Materials

If the Contract was executed by an individual, the affidavit shall be signed by him/her; if executed by a partnership, the affidavit shall be with the partnership name by a partner, who shall also sign his/her name and list all other partners; and if executed by a corporation, it shall be signed by a duly authorized officer or officers, with their titles specified, and with the corporation's state of incorporation listed.

APPENDIX B



Santa Clarita Valley Water Agency
RELEASE OF LIABILITY FORM

By execution of this Release of Liability the UNDERSIGNED, agree to indemnify, defend, and hold harmless the Santa Clarita Valley Water Agency for any liability, claims, damages, or injuries, which may result from my presence on any Santa Clarita Valley Water Agency, Newhall Water Division, Santa Clarita Water Division and/or Valencia Water Division property, including but not limited to, Rio Vista Water Treatment Plant, Rio Vista Intake Pump Station, Earl Schmidt Intake Pump Station, Earl Schmidt Filtration Plant, Santa Clarita Water Division Warehouse, Newhall Water Division facility, Valencia Water Division facility, Devil's Den Water District facility and any well site, pump site, etc. Visitors to the Santa Clarita Valley Water Agency are hereby notified of the following:

1. The Santa Clarita Valley Water Agency "AGENCY" grants permission to the UNDERSIGNED, to enter the (AGENCY'S Property") at

_____ for purpose of _____
(Address/Location) (Brief Description)
in a manner consistent herewith and will take approximately _____ (hours/days/month).

2. In consideration for being granted such permission, the UNDERSIGNED agrees:
- (a) That UNDERSIGNED acknowledges that the AGENCY does not carry nor will provide medical coverage for any incidents sustained on AGENCY Property.
 - (b) That UNDERSIGNED acknowledges that no Visitor(s) to the Agency will be allowed to operate AGENCY equipment.
 - (c) That UNDERSIGNED will be strictly liable for all equipment, tools, and personal property brought onto or left on AGENCY'S Property.
 - (d) That UNDERSIGNED acknowledges while on the AGENCY Property, Visitor(s) shall be required to wear all safety equipment applicable to the task they are performing.
 - (e) That UNDERSIGNED will not undertake any activity that will in any way compromise the safety of Agency employees and to themselves while on Agency Property.
 - (f) That UNDERSIGNED has no right whatsoever to compensation or reimbursement of expenses or costs against the AGENCY as a result of any act performed by UNDERSIGNED on AGENCY'S Property or elsewhere in connection with this Release of Liability;
 - (g) That UNDERSIGNED shall be responsible for any damage caused to the AGENCY'S Property as a result of its activities and shall restore those portions of AGENCY'S Property affected to the same condition as that which existed prior to UNDERSIGNED'S access.
 - (h) That UNDERSIGNED will abide by all directives of AGENCY'S officer's and management with regard to UNDERSIGNED'S activities on AGENCY'S Property, safety of persons and property and use of UNDERSIGNED'S vehicles and equipment.

That UNDERSIGNED: (read and check mark box)

Will indemnify, hold harmless, protect and defend the AGENCY, its officials, officers, directors, employees, and volunteers, from and against any and all claims, costs or liabilities in any manner arising from the entry, presence or activities on AGENCY'S Property by the UNDERSIGNED, its employees, agents or persons coming onto AGENCY Property with the UNDERSIGNED'S consent.

Will indemnify, hold harmless, protect and defend AGENCY, its officials, officers, directors, employees, and volunteers, from and against any and all claims, costs or liabilities in any manner arising from the negligent acts, errors or omissions or willful misconduct of the UNDERSIGNED, its employees, agents or persons coming onto AGENCY Property with the UNDERSIGNED'S consent, while on AGENCY Property.

Hereby specifically and knowingly waives any and all claims he/she may have against the AGENCY and its officers, employees, agents and board members for any property damage, personal injury, accident, illness or death incurred by them or any member of their family, company or agency as a result of removing or using the items/equipment taken. He/she further agrees to defend, indemnify and hold the Agency harmless from any and all liability they may incur to any person as a result of their removal and or/use of the property taken.

☐ I have READ and AGREE to the Terms and Conditions stated above. Please **PRINT**:

Visitor Name & Company: _____

Address & Phone: _____

Emergency Contact Name & Phone: _____

Signature & Date: _____