

**Contract Specifications for Construction  
of  
MID Electric Meter Room**

**MID-IFB-2019-01**



744 W. 20<sup>th</sup> Street  
Merced, CA 95340  
(209) 722-5761

January 22, 2019

## **TABLE OF CONTENTS**

### **MID Electric Meter Room**

#### Invitation to Bidders

- 0.1 Project Title
- 0.2 Project Description
- 0.3 Work Location
- 0.4 Notice
- 0.5 Copies
- 0.6 Site Walk-Through
- 0.7 Prevailing Wage
- 0.8 Registered with DIR
- 0.9 Work Completion
- 0.10 Pre-Construction Meeting
- 0.11 Miscellaneous

#### Section 1 - Instruction to Bidders

- 1.01 Bid Documents
- 1.02 Proposal Forms
- 1.03 Approximate Estimate
- 1.04 Contractor's Responsibility
- 1.05 Addenda and Interpretations
- 1.06 Rejection of Proposals
- 1.07 Bidders Security
- 1.08 Designation of Subcontractors and Suppliers
- 1.09 Withdrawal of Proposals
- 1.10 Relief of Bidders
- 1.11 Disqualification of Bidders
- 1.12 Competency of Bidder
- 1.13 Power of Attorney
- 1.14 Award of Contract
- 1.15 Execution of Contract
- 1.16 Notice to Proceed
- 1.17 Failure to Execute Contract
- 1.18 Return of Bidders Securities

#### Section 2 - General Specifications

- 2.01 Definitions
- 2.02 Intentionally omitted
- 2.03 Contract Bonds
- 2.04 Workers' Compensation Insurance

## TABLE OF CONTENTS

### MID Electric Meter Room

- 2.05 Indemnification
- 2.06 Laws, Regulations and Permits
- 2.07 Safety
- 2.08 Commercial General Liability and Automobile Insurance
- 2.09 Coverage
- 2.10 Limits
- 2.11 Required Provisions
- 2.12 Deductibles and Self-Insured Retentions
- 2.13 Acceptability of Insurers
- 2.14 Workers' Compensation and Employer's Liability Insurance
- 2.15 Responsibility for Work
- 2.16 Evidences of Insurance
- 2.17 Continuation of Coverage
- 2.18 Sub-Contractors
- 2.19 Safety Orders
- 2.20 General Guaranty
- 2.21 Payment and Completion
- 2.22 Work Not Listed in Proposal
- 2.23 Changes in Work
- 2.24 Abandonment of Work
- 2.25 Scope of Work
- 2.26 Permits
- 2.27 Order of Work
- 2.28 Scheduling of Work
- 2.29 Relevant Legal Provisions
- 2.30 Plans

### Section 3 -Bid Proposal Forms

- Bidder's References
- Bid Proposal
- Bid Items
- Substitution Request Form
- Public Contract Code
- Public Contract Code and Questionnaire & Statement
- Safety Provisions
- Noncollusion Affidavit
- List of Subcontractors
- Contractors Certificate Regarding Workers Comp
- Certification of Contractor
- Certification of Liquidated Damages

## TABLE OF CONTENTS

- Bid Bond

### Appendix A – Sample Contract Forms

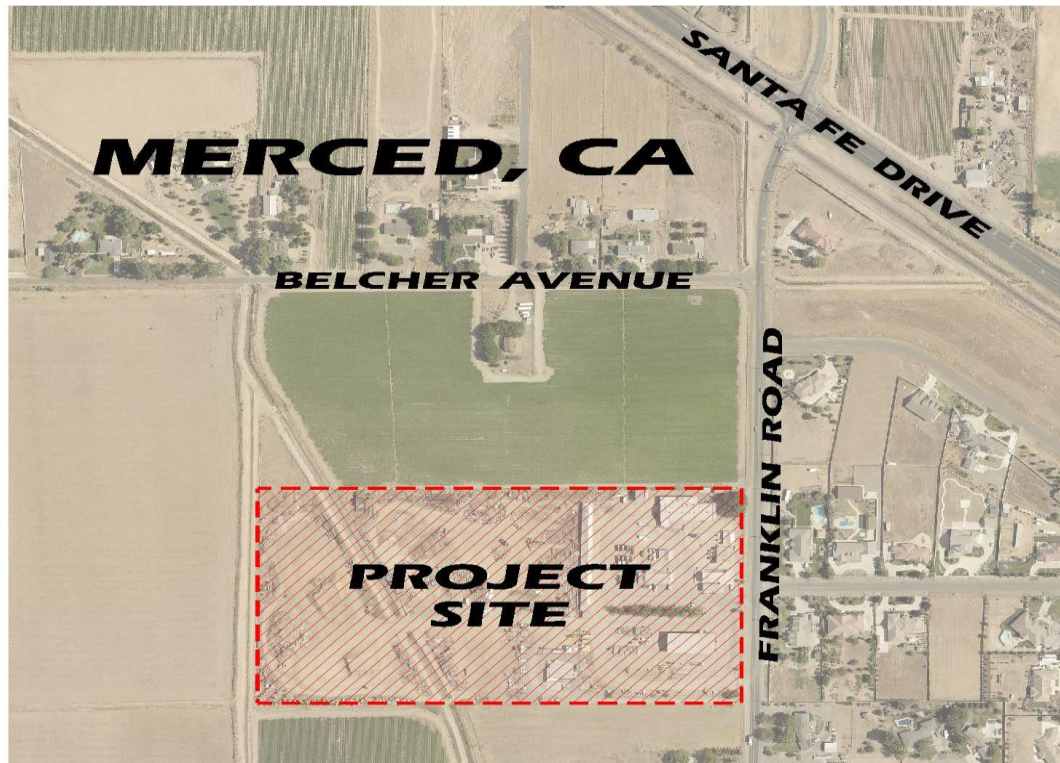
- Performance Bond
- Payment Bond
- Notice of Award
- Notice to Proceed
- Sample Contract

# **INVITATION TO BIDDERS**

# INVITATION TO BIDDERS

MERCED IRRIGATION DISTRICT  
MERCED, CALIFORNIA  
NOTICE TO CONTRACTORS INVITING BIDS

- 0.1 **Project Title** - MID Electric Meter Room
- 0.2 **Project Description** - A 380 +/- sq ft. wood framed office and 100 +/- sq ft. wood framed, restroom, and all other associated work. (See attached improvement plans)
- 0.3 **Work Location** - 3321 N. Franklin Road, Merced CA 95348



- 0.4 **Notice** - Notice is hereby given that sealed bids will be received at the office of Merced Irrigation District until 2:00 p.m., Pacific Standard Time, **Tuesday, February 12<sup>th</sup>** at the following address, at which time and place they will be publicly opened and read. Bid envelopes must be clearly marked with, project name “MID Electric Meter Room” and solicitation number “MID-IFB-2019-01.” Bids received after that time will be returned unopened without consideration.

**Send Bids To:**

Merced Irrigation District  
744 W. 20<sup>th</sup> Street - Merced, CA 95340  
Attn: Chris Cuttone

## INVITATION TO BIDDERS

---

- 0.5 **Copies:** All bid documents and plans may be downloaded from the District’s website at [www.mercedid.org/](http://www.mercedid.org/) by going to the RFP tab to the right and hovering to see the link, “**MID-IFB-2019-01 MID Electric Meter Room.**”
- 0.6 **Pre-Bid Meeting -** A Pre-Bid meeting is scheduled for **Tuesday, January 29, 2019 at 10:00 a.m.** at the project site (3321 N. Franklin Road, Merced CA 95348). Please have a representative of your company present at the Pre-Bid Meeting.
- 0.7 **Prevailing Wage -** Attention of bidders is particularly called to the requirements as to conditions of employment to be observed, and minimum wage rates to be paid under the contract. This is a prevailing wage project. Copies of payroll submittals to Contractor employees shall be submitted to District upon request. The Contractor shall pay not less than the wage rates established by the Director of Industrial Relations, State of California. A copy of this wage scale may also be obtained at the following Web Site: [www.dir.ca.gov/dlsr](http://www.dir.ca.gov/dlsr).
- The Contractor shall comply with the requirements of the California Labor Code and specific attention is called to Section 1777.5 regarding Apprenticeship Standards. No bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of Section 7000 through 7145, inclusive and as amended to date, of the Business and Professions Code of the State of California.
- 0.8 **Registered with DIR –** Labor Code Section 1771.1(a) A 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, as defined in this chapter, unless currently registered and qualified to perform Public Work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 0.9 **Work Completion -** Work shall be completed in 70 calendar days from the Notice to Proceed has been issued.
- 0.10 **Pre-Construction Meeting -** A pre-construction meeting will be mandatory after the Notice to Proceed has been issued.
- 0.11 **Miscellaneous -** The Contract shall be signed within 10 days, not including Sundays and legal holidays, after receipt of the Notice of Award.

For purposes of having an alternate pool of contractors, no bidder may withdraw his bid within 45 days after the actual date of the opening thereof.

No interpretation or correction of the plans or any other pre-bid document will be made orally.

## **INVITATION TO BIDDERS**

---

For any moneys earned by the Contractor and withheld by the District to ensure the performance of the contract, the Contractor may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Sections 2230 and 10263 of the Public Contracts Code.

**END OF SECTION**

---



# **SECTION 1 - INSTRUCTIONS TO BIDDERS**

## **SECTION 1 - INSTRUCTION TO BIDDERS**

---

- 1.01 **Bid Documents** - The Bid Documents consist of: the invitation to Bidders, the instruction to Bidders, General Specifications; the Project Drawings (Drawings or Plans), Bid proposal forms, and sample contract documents.
- 1.02 **Proposal Forms**
- A. The District may consider non-responsive, any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals.
  - B. All proposals must be made upon the blank forms contained in Section 3, Bid Proposal, herein. All proposals must give the proposed prices, both in writing and figures, and must be signed by the bidder. In case of disagreement between the written prices and the figures, the written prices will be used, and in case of disagreement between the unit prices and the total amounts, the unit prices and corrected totals will be considered as representing the bidder's intentions. All proposals must be completely filled out, incomplete bid proposals will not be accepted. Each bid must be submitted in a sealed envelope, bearing on the outside, the name of the bidder, their address, and the name of the project for which the bid is submitted.
- 1.03 **Approximate Estimate** - The quantities given in the notice inviting bids and the proposal are approximate only, being as a basis for the comparison of bids, and the District does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Project Manager.
- 1.04 **Contractor's Responsibility**
- A. It shall be the Contractor's responsibility to become familiar with the project site, and to compare his examination of the site with the Plans. The Contractor shall satisfy himself as to the nature and extent of the work, and all pertinent conditions under which the work is to be performed. The submission of a bid shall be conclusive evidence that the bidder has satisfied himself through his own investigation as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric power, roads and uncertainties of weather, or similar physical conditions at the site; the conformation and condition of the ground, the character and quality and quantity of surface and subsurface materials, including groundwater, to be encountered; the character of equipment and facilities needed preliminary to and during prosecution of the work; all the requirements of the Plans; and all other matters which can in any way affect the work or the cost thereof under this contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating proper difficulty or cost of successfully performing the work.

## **SECTION 1 - INSTRUCTION TO BIDDERS**

---

- B. Contractor shall be held to have visited the site (See Paragraph 0.6 - "Invitation For Bidders, Site Walk-Through") prior to submitting proposal to determine existing conditions, nature of materials to be encountered and to evaluate other information concerning or affecting the work to be performed under the contract.
- C. No payment shall subsequently be made to the Contractor because of error on his part or of negligence or failure to acquaint himself with the existing conditions, limitations, or features of the site or requirements of the Contract Document; or by reason of any estimates, tests, or representation of any officer, employee or agent of the District.
- D. The Contractor shall also be responsible for informing the Project Manager of any discrepancies or omissions in the Plans that would adversely affect the intended outcome of the finished product.
- 1.05 **Addenda and Interpretations** - Every request for interpretation or correction of any ambiguity, inconsistency, or error, should be in writing, addressed to: "**Attention Chris Cuttone,**" Merced Irrigation District, 744 W. 20<sup>th</sup> Street, Merced, CA 95340 (209) 354-2816 OR email requests may be sent to **CCUTTONE@MERCEDID.ORG**. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. Only a written interpretation or correction by Addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method. All addenda shall become a part of the contract documents. Last day to submit RFI is Wednesday, Feb. 6<sup>th</sup>, 2019. All addenda will be posted on the District's website by Friday, February 8<sup>th</sup>, 2019. Bidders are responsible for checking the website for addenda before submitting their bids. Failure to acknowledge addenda may disqualify the Bidder.
- 1.06 **Rejection of Proposals** - Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, obviously unbalanced prices, erasures or irregularities of any kind. The District reserves the right to reject any and all proposals.
- 1.07 **Bidders Security** - All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security: certified check or bidder's bond. Bonds shall be duly executed by a responsible corporate surety, authorized to insure such bonds in the State of California, and secured through an authorized agent with an office in California. The Bidders Security shall be equal to at least 10% of the bid. A bid will not be considered unless one of the forms of bidder's security is enclosed with it. Bidders Securities will be held for a minimum of 45 calendar days after bid due date. Bid Security will be forfeited to the Merced Irrigation District if awarded bidder fails to; execute contract; provide Payment and/or Performance Bonds; or provide evidence of adequate insurance within 10 days of bid award.
- 1.08 **Designation of Subcontractors and Suppliers** - Any sub-contractors or suppliers doing work shall be designated in the proposal.

## **SECTION 1 - INSTRUCTION TO BIDDERS**

---

### **1.09 Withdrawal of Proposals**

- A. Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids only by written request for the withdrawal of the bid filed with the Project Manager. The request shall be executed by the bidder or his duly authorized representative. The withdrawal of the bid does not prejudice the right of the bidder to file a new bid.
- B. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed in the public notice for the opening of bids.

**1.10 Relief of Bidders** - Attention is directed to the provisions of Public Contracts Code Sections 5100 to 5108 inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in his bid, the bidder shall give the District written notice within 5 days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

**1.11 Disqualification of Bidders** - More than one proposal from an individual, firm, partnership, corporation or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof has submitted more than one proposal under separate cover, name, or number for the work contemplated in this solicitation may cause the rejection of all proposals in which such individual, firm, partnership, corporation or combination thereof has submitted. If there is reason for believing that collusion exists among the bidders, any or all proposals may be rejected.

**1.12 Competency of Bidder** – All bidders required to submit company information/history with bid package. Submittal to also include information of work completed on similar projects and provide the required references. (Section 3-Bid Proposal Forms)

**1.13 Power of Attorney** - 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.

### **1.14 Award of Contract**

- A. The District reserves the right to waive any informalities in the bidding and to reject any and all proposals.
- B. All bids will be compared on the basis of the Design Engineer's estimate of the quantities of work to be done.
- C. The District reserves the right to select any proposal that in its sole determination best meets the requirements of the District, regardless of bid price, or to reject any and all proposals. Bidders will be notified if additional information from them is requested, if they were not successful, and if they were chosen for one or more sections of the proposed scope of work, if more than one section exists.

## **SECTION 1 - INSTRUCTION TO BIDDERS**

---

- D. Such award, if made, will be made approximately within 14 calendar days after the opening of proposals. If the most responsible and responsive bidder refuses or fails to execute the Construction Contract, the District may award the contract to the second most responsible and responsive bidder. Such award, if made, will be made approximately 24 days after the opening of proposals. If the second most responsible and responsive bidder refuses or fails to execute the contract, the District may award the contract to the third most responsible and responsive bidder. Such award, if made, will be made approximately 34 days after the opening of proposals.
- E. The periods of time specified above, within which the award of contract may be made, shall be subject to extension for further period as may be agreed upon in writing between the District and the bidder concerned.

### **1.15 Execution of Contract**

- A. The Construction Contract (two originals) shall be signed by the successful bidder and returned, together with the Performance and Payment bonds and satisfactory evidence of insurance, as designated in Section 2 herein, within 10 calendar days.
- B. Failure to provide required documents within the required time period may result in . annulment of the award and the forfeiture of the bidder's security.

1.16 **Notice to Proceed** - The Notice to Proceed will be issued upon receipt of the signed Construction Contract, bonds and evidence of insurance, as required in Section 1.15, herein.

1.17 **Failure to Execute Contract** - Failure of the bidder awarded the contract to execute said contract and/or provide required documents shall be just cause for the annulment of the award and the forfeiture of the bidder's security. The successful bidder may file with the District a written notice, signed by the bidder or his authorized representative, specifying that the bidder will refuse to execute the contract presented to him. The filing of such notice shall have the same force and effect as the failure of the bidder to execute the contract, furnish acceptable bonds, and/or evidence of adequate insurance within the time hereinbefore prescribed.

1.18 **Return of Bidder's Securities** - Within 10 days after the Notice to Proceed has been issued to the most responsible and responsive bidder, the District will return all bidder's securities (except bidder's bonds and any securities which have been forfeited).

---

**END OF SECTION**

---

# **SECTION 2 - GENERAL SPECIFICATIONS**

## **SECTION 2 - GENERAL SPECIFICATIONS**

---

2.01 **Definitions** - Whenever used in the Standard Specifications, in these Contract Specifications and Contract Documents or on the Plans, the following terms shall have the primary meaning given herein:

- A. *Board* - Board of Directors of the Merced Irrigation District
- B. *Contract* - The written agreement covering performance of the work including, but not limited to, the formal contract, notice inviting bids, proposal, specifications, bonds, plans/drawings/specifications, supplemental agreements between the Contractor and the District, and approved change orders.
- C. *Project Manager* – Lead agent for Merced Irrigation District, acting either directly or through properly authorized agents, such agents, acting within the scope of the particular duties entrusted to them.
- D. *Design Engineer* – Golden Valley Engineering staff.
- E. *District* - Merced Irrigation District or M. I. D.
- F. *Plans* - All plans, maps and other drawings (including standard plans or drawings), together with all printed or written explanatory matter thereof, as listed in these Contract Documents.
- G. *Specifications* - Standard Specifications, reference specifications, Contract Specifications and any specifications in change orders or supplemental agreements between the Contractor and the District. Other terms defined in the Standard Specifications shall have the intent and meaning specified therein.

2.02 **Intentionally omitted**

2.03 **Contract Bonds**

- A. The Contractor will be required to execute the Performance and Payment Bonds within ten calendar days from the date when the Notice of Award is mailed to the Contractor. The Performance and Payment Bonds must be in the amount of 100 percent of the Contract price with a corporate surety approved by the District and authorized to do business in the state where the Contract is to be performed. Failure to execute the bonds within the time specified shall allow the District to consider that the bidder has abandoned the Contract, in which case the check or bidder's bond accompanying the proposal shall be the property of the District
- B. The bond covering performance shall be conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract. The bond covering payment shall be conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials to be used in the performance of the Work. Such bond(s) shall also run in favor of any other person or entities required by law and shall be in the form(s) required by applicable statutes, if any, and acceptable to District Evidence of authority of any attorney, in fact, acting for the corporate surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect

## SECTION 2 - GENERAL SPECIFICATIONS

---

on the date of the bond. The expense of such bond(s) shall be borne by the Contractor. If at any time a surety on such bond(s) becomes irresponsible or loses its right to do business in the aforementioned State, the District may require another surety, which the Contractor shall furnish within ten calendar days after receipt of written notice to do so.

- C. The performance bond shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the Contractor. This guarantee shall remain in effect for a period of one year after the date of final acceptance of the job by the District
  - D. All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract, may be made without securing the consent of the surety or sureties of the contract bonds.
- 2.04 **Workers' Compensation Insurance** - By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code 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 he/she will comply with such provisions before commencing the performance of the work of this agreement.
- 2.05 **Indemnification** - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend Merced Irrigation District, its directors, officers, employees, or authorized volunteers, and each of them from and against:
- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Merced Irrigation District and/or Contractor, or any directors, officers, employees, or authorized volunteers of Merced Irrigation District or Contractor, and damages to or destruction of property of any person, including but not limited to, Merced Irrigation District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of Merced Irrigation District or its directors, officers, employees, or authorized volunteers, except the sole negligence or willful misconduct or active negligence of Merced Irrigation District or its directors, officers, employees, or authorized volunteers;
  - B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
  - C. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and



## **SECTION 2 - GENERAL SPECIFICATIONS**

---

- damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.
- D. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Merced Irrigation District or its directors, officers, employees, or authorized volunteers.
  - E. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Merced Irrigation District or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.
  - F. Contractor shall reimburse Merced Irrigation District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
  - G. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Merced Irrigation District, or its directors, officers, employees, or authorized volunteers.
- 2.06 **Laws, Regulations and Permits** - The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the drawings are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify Merced Irrigation District Project Manager in writing and any necessary changes shall be made by written instruction or change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to Merced Irrigation District Project Manager, the Contractor shall bear all costs arising therefrom.
- 2.07 **Safety** - The Contractor shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of safety measures applicable in particular operations or kinds of work.
- A. In carrying out his/her work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life-saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are

## **SECTION 2 - GENERAL SPECIFICATIONS**

---

necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

- B. The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before performing any excavations, the Contractor shall call the Underground Service Alert (USA) in order to determine the location underground utilities. The Contractor shall immediately notify Merced Irrigation District and the utility owner if he/she disturbs, disconnects, or damages any utility.
- C. In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to Merced Irrigation District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by Merced Irrigation District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to Merced Irrigation District before work begins.

2.08 **Commercial General Liability and Automobile Liability Insurance** - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

2.09 **Coverage** - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
- 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

2.10 **Limits** - The Contractor shall maintain limits no less than the following:

- 1. **General Liability** - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability

## **SECTION 2 - GENERAL SPECIFICATIONS**

---

**Insurance or other form with a general aggregate limit (\$2,000,000) or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Merced Irrigation District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.**

- 2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.**

**2.11 Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Merced Irrigation District, its directors, officers, employees, and authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) 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. The coverage shall contain no special limitations on the scope of protection afforded to Merced Irrigation District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects Merced Irrigation District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by Merced Irrigation District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Merced Irrigation District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to Merced Irrigation District.
6. Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

## **SECTION 2 - GENERAL SPECIFICATIONS**

---

7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.
  8. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.
  9. All of the insurance shall be provided on policy forms and through companies satisfactory to Merced Irrigation District.
- 2.12 **Deductibles and Self-Insured Retentions** - Any deductible or self-insured retention must be declared to and approved by Merced Irrigation District. At the option of Merced Irrigation District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
- 2.13 **Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by Merced Irrigation District.
- 2.14 **Workers' Compensation and Employer's Liability Insurance** - The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.
- 2.15 **Responsibility for Work** - Until the completion and final acceptance by Merced Irrigation District of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever.
- A. The Contractor shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Merced Irrigation District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. Merced Irrigation District, its directors, officers, employees, and authorized volunteers shall be named insureds on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Merced Irrigation District or be construed as relieving the Contractor or his/her sub-contractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Merced Irrigation District.

## **SECTION 2 - GENERAL SPECIFICATIONS**

---

- B. The Contractor shall waive all rights of subrogation against Merced Irrigation District, its directors, officers, employees, or authorized volunteers.
- 2.16 **Evidences of Insurance** - Prior to execution of the agreement, the Contractor shall file with Merced Irrigation District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against Merced Irrigation District (if builder's risk insurance is applicable). Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.
- A. The Contractor shall, upon demand of Merced Irrigation District, deliver to Merced Irrigation District such policy or policies of insurance and the receipts for payment of premiums thereon.
- 2.17 **Continuation of Coverage** - If 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 Merced Irrigation District (if builder's risk insurance is applicable) to Merced Irrigation District at least ten (10) days prior to the expiration date.
- 2.18 **Sub-Contractors** - In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.
- 2.19 **Safety Orders** - The Contractor shall comply with all applicable provisions within Subchapter 7 of Title 8, California Code of regulations, Standard Specifications for General Industry Safety Orders (GISO). The Contractor shall comply with all applicable provisions of the California Occupational Safety and Health Act of 1973, including any amendments thereto, and the rules, standards, orders and regulations prescribed by the Occupational Safety and Health Standards Board and the Division of Industrial Safety in the California Department of Industrial Relations. Thou shall further comply with all other applicable safety laws, ordinances and regulations.
- 2.20 **General Guaranty**
- A. Should any of the materials installed pursuant to the Plans and Contract Documents, except existing materials or materials furnished by the District, prove defective or should any of the work prove defective due to faulty workmanship, materials furnished or methods of construction within one year from the date of acceptance of the work by the District, the Contractor shall reimburse the District, upon demand, for its expenses incurred in restoring the work to the condition contemplated in said Plans and Contract Documents, including the cost of any materials replaced or, upon demand by the

## **SECTION 2 - GENERAL SPECIFICATIONS**

---

- District, shall replace any such materials and repair the work completely without cost to the District.
- B. The District shall have the unqualified option to make any needed repairs or replacements done by the Contractor. In the event the District elects to have said work performed by the Contractor, the Contractor shall furnish all necessary materials and make the required repairs and installations within a reasonable time after receipt of notice from the District. The District will give notice of observed defects with reasonable promptness. The performance bond required by (Section 2.03 C) hereof shall remain in full force and effect during the period covered by this guaranty, except that, instead of the faithful performance bond remaining in effect during the guaranty period, the District may allow the Contractor to provide for this guaranty to be secured by a surety bond in the amount of 10 percent of the contract price or \$5,000.00, whichever is greater. Said surety bond, if furnished, shall be on a form satisfactory to the District, shall be executed by a surety company or companies satisfactory to the District, and shall remain in full force and effect during the period covered by this guaranty. Said bond, if furnished, shall be delivered to the District prior to the date of final acceptance of the work.

### **2.21 Payments and Completion**

- A. The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.
- B. Cost Breakdown - On forms or software programs (e.g., Microsoft Project or Primavera) approved by the District, the Contractor shall furnish the following:
- (a) Within ten (10) days of execution of the Contract, a detailed breakdown of the Contract Price (hereinafter "Schedule of Values") for each Project or Site;
  - (b) Within ten (10) days of execution of the Contract, a schedule of estimated monthly payment requests due the Contractor showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the District may require;
  - (c) Within ten (10) days of execution of the Contract, the name, address, telephone number, telecopier number, California State Contractors License number, classification and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for completion of the Project.
- C. The District shall review all submissions received pursuant to Section 2.21(B) in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.
- D. Progress Payments - Payments to Contractor.
- (a) Within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor)

## SECTION 2 - GENERAL SPECIFICATIONS

---

up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract including but not limited to the Performance Bond and Payment Bond. The District shall have the right to subsequently correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the final payment to the Contractor. No Surety upon any bond shall be relieved, released or exonerated of its obligations under this Contract or any applicable bond when the District is unable to correct an overpayment to the Contractor due to any abandonment by the Contractor or termination by the District.

- (b) The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.
- (c) Notwithstanding anything to the contrary stated above, the Contractor may include in its Request for Payment the value of any structural steel, mail order materials and other custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:
  - (i) The aggregate cost of materials stored off-site shall not exceed Twenty-Five Thousand Dollars (\$25,000) at any time without the written approval of the District to be given or withheld in the District's sole discretion;
  - (ii) Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;
  - (iii) With each Contractor Request for Payment, the Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;
  - (iv) The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;
  - (v) Representatives of the District shall have the right to make inspections of the storage areas at any time; and
  - (vi) Such materials shall be (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

## **SECTION 2 - GENERAL SPECIFICATIONS**

---

### **E. Purchase of Materials and Equipment**

- (a) The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from the District to assure that there will be no delays.

### **F. No Waiver.**

- (a) No payment by the District hereunder shall be interpreted so as to imply that the District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract which includes, but is not limited to, the Performance Bond and Payment Bond. The District may correct any error subsequent to any payment. In no event shall the Contractor or the Surety be released or exonerated from performance under this Contract when the District overpays the contractor based upon any mistake, inaccuracy, error or falsification in any estimate that is included in any Request for Payment.

### **G. Issuance of Certificate of Payment.**

- (a) The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in Section 2.21 (I) The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents, (2) results of subsequent tests and inspections, (3) minor deviations from the Contract Documents correctable prior to completion, and (4) specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

### **F. Payment of Undisputed Contract Payments.**

- (a) In accordance with Public Contract Code section 7100, payments by the District to the Contractor for any and all undisputed amounts (including all progress or final payments) is contingent upon the Contractor furnishing the District with a release of all claims against the District related to such undisputed amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. If, however, the Contractor specifically excludes any claims, the Contractor shall provide details such as a specific number of disputed days or costs of any such exclusion.

### **G. Applications for Progress Payments**

- (a) Application for Progress - On or before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the Architect an itemized Application for Progress Payment for operations completed in



## SECTION 2 - GENERAL SPECIFICATIONS

accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or such portion thereof as Architect requires:

- (i) The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
- (ii) The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
- (iii) The balance that will be due to each of such entities after said payment is made;
- (iv) A certification that the Record Drawings and Annotated Specifications are current;
- (v) Itemized breakdown of work done for the purpose of requesting partial payment;
- (vi) An updated construction schedule;
- (vii) The additions to and subtractions from the Contract Price and Contract Time;
- (viii) A summary of the retentions held;
- (ix) Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time.
- (x) The percentage of completion of the Contractor's Work by line item; and
- (xi) An updated Schedule of Values form the preceding Application for Payment.

### H. Warranty of Title

- (a) The Contractor warrants title to all work. The Contractor further warrants that all work is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Failure to keep work free of liens, claims, security interests or encumbrances is grounds to make a claim against Contractor's payment and performance bond to immediately remedy and defend.
- (b) If a lien or stop notice of any nature should at any time be filed against the Work or any District property, by any entity which has supplied material or services at the request of the Contractor, Contractor and Contractor's surety shall promptly, on demand by the District and at Contractor's and surety's own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately therefrom.
- (c) If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then the District may discharge such indebtedness and deduct the amount required therefor, together with any and all

## **SECTION 2 - GENERAL SPECIFICATIONS**

---

losses, costs, damages, and attorney's fees and expense incurred or suffered by the District from any sum payable to Contractor under the Contract.

### **I. Decisions to Withhold Payment**

(a) The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required by Section 2.21(G) cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

1. Defective Work not remedied;
2. Stop Notices served upon the District;
3. Liquidated damages assessed against the Contractor;
4. The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of any Contract Price or by the completion date;
5. Damage to the District or other contractor;
6. Unsatisfactory prosecution of the work by the Contractor;
7. Failure to store and properly secure materials;
8. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Directives, and verified reports;
9. Failure of the Contractor to maintain record drawings;
10. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
11. Unauthorized deviations from the Contract Documents;
12. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedule and completion dates.
13. Failure to properly maintain or clean up the Site;
14. Payments to indemnify, defend, or hold harmless to the District;
15. Any payments due to the District including but not limited to payments for failed tests, or utilities changes or permits;
16. Failure to submit an acceptable schedule or
17. Failure to pay Subcontractor or supplier
18. Failure to provide release from material suppliers or subcontractors when requested to do so.

### **J. Reallocation of Withhold Payment**

## SECTION 2 - GENERAL SPECIFICATIONS

---

- (a) The District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in Sections 2021 (I) and (H). In so doing, the District shall make such payments on behalf of Contractor. If any payment is so made by the District, then such amount shall be considered as a payment made under Contract by the District to Contractor and the District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. The District will render Contractor an accounting of such funds disbursed on behalf of Contractor.
- (b) If Contractor defaults or neglects to carry out the Work in accordance with the contract documents or fails to perform any provision thereof, the District may, after five (5) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If the District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming work) shall be made therefor.

### K. Payment After Cure

- (a) When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

### L. Nonconforming Work

- (a) Contractor shall promptly remove from premises all Work identified by the District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- (b) If Contractor does not remove such Work which has been identified by the District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, the District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, the District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

### M. Subcontractor Payments

- (a) No later than ten (10) days after receipt, or pursuant to Business and Professions Code Section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on

## SECTION 2 - GENERAL SPECIFICATIONS

---

account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

- (b) No Obligation of the District for Subcontractor Payment
- (c) An approved Request for Payment, a progress payment, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work not in accordance with the Contract Documents.

### N. Joint Checks

- (a) The District shall have the right, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District.

### O. Completion and Final Payment

- (a) Contractor shall comply with Punch List procedures under Section 017700, and maintain the presence of project superintendent and project manager until the punch list is complete to ensure proper and timely completion of the punch list. Under no circumstances shall Contractor demobilize its forces prior to completion of the punch list. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect shall inspect the Work and shall submit to Contractor and the District a final inspection report noting the work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.
- (b) Upon completion of the Work contained in the final inspection report, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect and the District finds the Work contained in such final inspection report acceptable under the Contract Documents and, therefore, the Work fully completed, it shall notify Contractor, who shall then submit to the Architect its final Application for Payment.
- (c) Upon receipt and approval of such final Application for Payment, the Architect shall issue a final District shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor

## SECTION 2 - GENERAL SPECIFICATIONS

shall, upon receipt of payment from the District, pay the amounts due Subcontractors.

### P. Retainage

- (a) The retainage, less any amounts disputed by the District or which the District has the right to withhold, shall be paid after approval of the District by the Architect's Certificate of Payment, after the satisfaction of the conditions set forth in Section 2.23, and after thirty-five (35) days after the acceptance of the Work and recording of the Notice of Completion by the District. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor pursuant to Public Contract Code § 22300.

### Q. Procedures for Application for Final Payment.

- (a) The following conditions must be fulfilled prior to Final Payment:
  1. A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Contractor, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.
  2. The Contractor shall have made all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of the District required under the Contract Documents.
  3. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.
  4. Contractor must have completed all requirements set forth in Section 017700 Closet-Out Procedure.
  5. Architect shall have issued a Final Certificate of Payment.
  6. The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.
  7. The Contractor shall have completed final clean up.

2.22 **Work Not Listed In Proposal** - It is the intent of the Plans and Contract Documents to provide for the construction of complete and finished facilities and works of improvement unless otherwise specifically provided. Except for authorized changes, improvements will be made only on the basis of the contract items of work listed in the proposal. All other work, including the furnishing of plant, labor, materials, tools, equipment and incidentals, provided for in the Plans and Contract Documents, or required for the proper completion of the work as a whole, for which no separate payment has been provided shall be a supplementary obligation of the Contractor and payment therefore shall be considered included in the prices paid for the various contract items of work listed in the proposal.

## **SECTION 2 - GENERAL SPECIFICATIONS**

---

### **2.23 Changes In Work**

#### **A. No Changes Without Authorization.**

There shall be no change whatsoever in the drawings or in the Work without an executed Change Order, Construction Change Directive, or order by the Architect for a minor change in the Work as herein provided. The District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings unless the District has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings. Notwithstanding anything to the contrary in this Section 2.23, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the District, the Architect and the Contractor.

Should any Change Order result in an increase in the Contract price, the cost of such Change Order shall be agreed to, in writing, in advance by Contractor and the District and be subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that Contractor proceeds with any change in Work without first notifying the District and obtaining the Architect's and the District's consent to a Change Order, Contractor waives any claim of additional compensation for such additional work.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT THE DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY.

#### **B. Architect Authority**

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Sum, or an extension of the Contract Time, or when a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Change Order and shall be binding on the District and the Contractor. The Contractor shall carry out such written orders promptly.

#### **C. CHANGE ORDERS ("CO")**

A CO is a written instrument prepared by the Architect and signed by the District, the Contractor and the Architect, stating their agreement upon all of the following:

- (a) A description of a change in the Work;
- (b) The amount of the adjustment in the Contract Sum, if any; and
- (c) The extent of the adjustment in the Contract Time, if any

## SECTION 2 - GENERAL SPECIFICATIONS

---

### D. CONSTRUCTION CHANGE DIRECTIVE

A Construction Change Directive is a written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. In the case of a Construction Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform Construction Change Directive shall be the responsibility of Contractor.

- (a) A Construction Change Directive shall be used in the absence of agreement on the terms of a CO. A copy of a proposed form is provided at the end of this Section.

### E. REQUEST FOR INFORMATION (“RFI”)

An RFI is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the drawings or to address problems which have arisen under field conditions.

- (a) The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents.
- (b) The Architect must respond to a RFI within a reasonable time after receiving such request. If the Architect’s response results in a change in the Work, then such change shall be effected by a written CO or Construction Change Directive, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.
- (c) The Contractor shall be responsible for any costs incurred for professional services, which shall be deducted from the next progress payment, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. The District, at its sole discretion, shall invoice Contractor for all such professional services arising from this Section.

### F. REQUEST FOR PROPOSAL (“RFP”)

An RFP is a written request prepared by the Architect requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change on the Contract Price and the Contract Time.

## SECTION 2 - GENERAL SPECIFICATIONS

---

- (a) An RFP shall contain adequate information, including any necessary drawings to enable Contractor to provide the cost breakdowns required by Cost of Change Orders. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

### G. CHANGE ORDER REQUEST (“COR”)

A COR is a written request prepared by the Contractor requesting that the District and the Architect issue a CO based upon a proposed change called for in an RFP.

- (a) A COR shall include breakdowns to validate any change in Contract Price due to proposed change or claim.
- (b) A COR shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule. Any changes in time will be granted only if there is an impact to the critical path. If contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

### H. COST OF CHANGE ORDERS

- (a) Within ten (10) days after a request is made for a change that impacts the Contract Sum, the critical path, or the Contract Time the Contractor shall provide the District and the Architect, with a written estimate of the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, and wage rates required for the change, and the effect upon the Contract Time of such CO. Changes may be made by District by an appropriate written CO, or, at the District’s option, such changes shall be implemented immediately upon the Contractor’s receipt of an appropriate written Construction Change Directive.
- (b) The District may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written CO or Construction Change Directives from time to time during the progress of the Project, contract sum being adjusted accordingly. All such work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. The District has discretion to order changes on a “time and material” basis with adjustments to time made after Contractor has justified through documentation the impact on the critical path of the Project.
- (c) The amount of the increase or decrease in the Contract Price from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:
  - (i) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of



## SECTION 2 - GENERAL SPECIFICATIONS

---

Contractor's proposal, Contractor may submit pursuant to Section 2.23 (I). Submission of sums which have no basis in fact are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code Section 12650 et seq.);

- (ii) By unit prices contained in Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between the District and Contractor;
- (iii) Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of disagreement, Contractor must utilize the procedure under Section 2.23 (I); or
- (iv) By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:  
Basis for Establishing Costs.

- (i) Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
- (ii) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery.
- (iii) The District reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the District.
- (iv) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$250 or less.
- (v) Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed.
- (vi) The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

**SECTION 2 - GENERAL SPECIFICATIONS**

- (vii) Necessary loading and transportation costs for equipment used on the extra Work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the District than holding it at the Work Site, it shall be returned unless the Contractor elects to keep it at the Work Site at no expense to the District.
- (viii) All equipment shall be acceptable to the Inspector, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer’s ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
- (ix) Other Items. The District may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.
- (x) Invoices. Vendors’ invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.
- (xi) Overhead. Overhead, including direct and indirect costs, shall be submitted with the COR and include: home office overhead, off-site supervision, CO preparation/negotiation/research, time delays, project interference and disruption, additional guaranty and warranty durations, on-site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

I. Format for Proposed Cost Change.

The following format shall be used as applicable by the District and the Contractor to communicate proposed additions and deductions to the Contract. A copy of a proposed Construction Change Directive form is provided at the end of this Article.

	<u>EXTRA</u>	<u>CREDIT</u>
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b) Labor (attach itemized hours and rates)	_____	_____
(c) Equipment (attach invoices)	_____	_____
(d) Subtotal	_____	_____

**SECTION 2 - GENERAL SPECIFICATIONS**

---

	<u>EXTRA</u>	<u>CREDIT</u>
(e)	If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Sub-contractor, not to exceed fifteen percent (15%) of item (d).	_____
(f)	Liability and Property Damage Insurance, Worker's, Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ <b>6.2%</b> - with a wage ceiling of \$84,900; Medicare @ <b>1.45%</b> - no wage ceiling; FUTA @ <b>.8%</b> - with a wage ceiling of \$7,000; ETT and SUI @ <b>2.3%</b> - with a wage ceiling of \$7,000; Workers' Compensation @ <b>5.94%</b> ; Liability and Property Damage @ <b>2.5%</b> . <b>Total not-to-exceed is 19.19%</b> . <i>(Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations).</i>	_____
(g)	Subtotal	_____
(h)	General Contractor's Overhead and Profit: Not to exceed fifteen percent (15%) of Item (g) if Contractor performed the work. No more than five percent (5%) of Item (g) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed fifteen percent (15%) if Item (g), and portions performed by Subcontractor shall not exceed five percent (5%) of Item (g)	_____
(i)	Subtotal	_____
(j)	Bond not to exceed one percent (1%) of Item (g)	_____

**SECTION 2 - GENERAL SPECIFICATIONS**

---

		<u>EXTRA</u>	<u>CREDIT</u>
(k)	TOTAL	_____	_____
(l)	Time	_____	_____

The undersigned Contractor approves the foregoing Change Order or Construction Change Directive as to the changes, if any, and the contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order or Construction Change Directive, and agrees to furnish all labor, materials and service and perform all work necessary to complete any additional work specified therein, for the consideration stated herein. It is understood that said Change Order or Construction Change Directive shall be effective when approved by the District.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

**J. Deductive Change Orders**

- (a) All deductive Change Order(s) must be prepared pursuant to Section 2.23 (I). Contractor will be allowed a maximum of 5% total profit and overhead. If subcontractor work is involved, subcontractors shall be entitled to a maximum of 5% profit and overhead on the deducted work. Any deviation from this Article shall not be allowed.

**K. Discounts, Rebates, and Refunds.**

- (a) For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein.

**L. Accounting Records.**

- (a) With respect to portions of the Work performed by COs and Construction Change Directives on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the District, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

## **SECTION 2 - GENERAL SPECIFICATIONS**

---

M. Notice Required.

- (a) If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District per this Section. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a CO.

N. Applicability to Subcontractors.

- (a) Any requirements under this Section shall be equally applicable to COs or Construction Change Directives issued to Subcontractors by the Contractor to the same extent required by the Contractor.

O. Alteration to Change Order Language.

- (a) Contractor shall not alter or reserve time in Change Orders or Construction Change Directives. Contractor shall execute finalized Change Orders and proceed under Paragraph 2.23(I). If Contractor intends to reserve time, without an approved Critical Path Method (CPM) schedule prepared then Contractor may be prosecuted pursuant to the False Claim Act.

**SECTION 2 - GENERAL SPECIFICATIONS**

---

**CONSTRUCTION CHANGE DIRECTIVE NO.**

---

PROJECT: \_\_\_\_\_

TO: \_\_\_\_\_

You are hereby directed to provide the extra work necessary to comply with this Construction Change Directive.

DESCRIPTION OF CHANGE: \_\_\_\_\_

---

NOTE:

Contractor agrees to furnish all labor and materials and perform all of the above-described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges under this Construction Change Directive is limited to the charges allowed under Section 2.23. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Construction Change Directive shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Construction Change Directive, unless otherwise provided in this Construction Change Directive.

**SECTION 2 - GENERAL SPECIFICATIONS**

**CHANGE ORDER NO.**

PROJECT: \_\_\_\_\_

TO: \_\_\_\_\_

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: \_\_\_\_\_

COST (This cost shall not be exceeded): \_\_\_\_\_

Original Contract Price: \$ \_\_\_\_\_

Change Order Amount: \$ \_\_\_\_\_

New Contract Price: \$ \_\_\_\_\_

TIME FOR COMPLETION: \_\_\_\_\_

Original Completion Date: \_\_\_\_\_

Time for Completion of CO: \_\_\_\_\_

New Completion Date: \_\_\_\_\_

NOTE:

Contractor agrees to furnish all labor and materials and perform all of the above-described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under Section 2.23. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order. It is understood that this Change Order shall be effective when approved by the District.

## **SECTION 2 - GENERAL SPECIFICATIONS**

---

### **2.24 Abandonment of Work**

- A. Should the Contractor abandon the work called for under the Plans and Contract Documents, or assign his contract, or if the Contractor unnecessarily and unreasonably delays the work, or if the Contractor willfully violates any of the conditions of the work in bad faith, the District shall have the power to notify the Contractor to discontinue all work or any part thereof under this contract, and thereupon the Contractor shall cease to continue said work or such part thereof as the District may designate, and the owner shall thereupon have the power to employ such persons as it may consider desirable, and to obtain by contract, purchase, hire or otherwise, such implements, tools or materials as the owner may deem advisable to work at and be used to complete the work herein described, or such part thereof as shall not have been completed, and to use such material as it may find on the site of said work, and to charge the expense of such labor and materials, implements and tools to the Contractor and the expense so charged shall be due, or may at any time thereafter become due to the Contractor hereunder and by virtue of the contract.
- B. In the case such expense is less than the sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the last said amount, then the Contractor or his bondsman shall pay the amount of such excess to the District on notice to either from the District of the excess so due.

### **2.25 Scope of Work**

- A. The Contractor shall furnish all labor, equipment, materials, and service necessary to construct the work shown on the drawings. All equipment and materials furnished and installed shall be new.
- B. Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the District. Contractor's "authorized representative(s)" has (have) the authority to execute such written change for Contractor.

### **2.26 Permits**

- A. The Contractor shall procure all permits and licenses, and give all notices necessary and incidental to the due and lawful prosecution of the work.
- B. Permits required by governmental authorities will be obtained at the District's expense, and Contractor will comply with local, state and federal regulations and statutes including the Cal/OSHA requirements.



## SECTION 2 - GENERAL SPECIFICATIONS

---

### 2.27 Order Of Work

- A. Contractor shall submit proposed schedule and order of work for project construction to Project Manager for review prior to pre-construction meeting.
- B. Contractor shall establish communication with property owners affected by construction and shall cooperate with them to minimize disruption of their operations due to construction.

### 2.28 Scheduling of Work

#### A. Beginning Of Work And Time Of Completion

1. The Contractor shall begin work on or before the contract starting date, which will be specified in a Notice to Proceed issued by the District, and shall diligently prosecute the same to completion before the time indicated in the Invitation to Bidders Section, Paragraph 0.9, "Work Completion".
2. Preconstruction Meeting: A preconstruction meeting will be held at the time and date specified in the Invitation to Bidders Section, Paragraph 0.10, "Pre-Construction Meeting". The purpose will be to review various requirements of the specifications and the Contractor's responsibilities with regard to process control, schedule, submittals, and safety.

#### B. Liquidated Damages

1. It is agreed by the parties to the contract, that time is of the essence and that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the Contract Documents, damage will be sustained by the District, and that it is, and will be, impractical and extremely difficult to ascertain and determine the actual damage which the District will sustain in the event of, and by reason of, such delay; and it is, therefore, agreed that the Contractor will pay to the District the sum of **\$1000.00 per day** for each and every calendar day delay in finishing the work in excess of the number of days prescribed; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the District may deduct the amount thereof from any monies due, or that may become due, the Contractor under the contract.
2. It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days specified, the District shall have the right to increase the number of days, or not, as may seem best to serve the interest of the District, and if the said number of days is increased, the District shall further have the right to charge the Contractor to deduct from the final payment for the work all or any part as the District may deem proper, of the actual cost of engineering, inspection and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that cost of final surveys and preparation of final estimates shall not be included in such charges.

## SECTION 2 - GENERAL SPECIFICATIONS

---

3. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named in the contract for the completion of the work caused by acts of God or of the Public enemy, fire, floods, weather conditions that prevent access to the construction sites or conducting a work activity, or freight embargoes, provided that the Contractor shall notify the Project Manager in writing of the causes of delay within 5 days from the beginning of any such delay. The Project Manager shall ascertain the facts and the extent of the delay, and his findings thereon shall be final and conclusive.
- C. Work By Others - The Contractor will cooperate with others that may have to work within the area. Where such work has been anticipated, allowances have been made in the time of completion. The Contractor shall cooperate with said companies and allow them to complete their work without undue hindrance or hardship.

### 2.29 Relevant Legal Provisions

- A. Elimination Of Items - In case the total bid price of the project is in excess of the budgeted amount, the District reserves the right to eliminate a certain item or items prior to award of the Contract.
- B. Inspection And Access To Records - The authorized representatives and agents of the District, shall be permitted to inspect all work, materials, payroll, records of personnel, invoices of material, and other relevant data and records.
- C. Legal Relations And Responsibility - Certified payroll records to be submitted within two weeks of District acceptance to final project, or upon request by District. 10% of final payment may be withheld until certified payroll is submitted.

### 2.30 Plans - The included drawings, are referred to in these Bid and Contract documents as the "Plans or Drawings". Said Plans are attached hereto and are an integral part of the Contract.

#### A. Interpretation of Plans

1. It is the intent of these Plans that the work performed under the contract shall result in a complete operating system in satisfactory working condition in respect to the functional purposes of the installations. The prices paid for the various items in the proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and doing all work necessary to complete the finished product as provided in the Plans.
2. All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions are in all cases to be followed, though they differ from scaled measurements.
3. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Contract Specifications and Plans, the

## **SECTION 2 - GENERAL SPECIFICATIONS**

---

Contractor shall apply in writing to the Project Manager for further explanation as may be necessary and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original Specification

### **B. Supplemental Drawings**

1. In addition to the drawings incorporated in the contract at the time of signing, the Design Engineer may furnish such supplemental drawings from time to time as may be necessary to clear, or to define in greater detail, the intent of the Plans.
2. In furnishing such additional drawings and/or instructions, the Project Manager shall have the authority to make minor changes in the work, not involving extra cost, and not inconsistent with the nature of the work, and the Contractor shall have no basis for extra work claims. These supplemental drawings shall become a part of the Contract Documents, and the Contractor shall make his work conform to them.

**END OF SECTION**

---

# **SECTION 3 - BID PROPOSAL FORMS**

**BIDDER'S EXPERIENCE**

Complete and return with the submittal package. Three references are required.

**REFERENCE NO. 1 – AGENCY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_

DATE/TYPE OF PROJECT \_\_\_\_\_

**REFERENCE NO. 2 – AGENCY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_

DATE/TYPE OF PROJECT \_\_\_\_\_

**REFERENCE NO. 3 – AGENCY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_

DATE/TYPE OF PROJECT \_\_\_\_\_

**BID PROPOSAL**  
**FOR**

**MID Electric Meter Room**

**FOR THE**

**MERCED IRRIGATION DISTRICT**

FROM: CONTRACTOR

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

TO: CHRIS CUTTONE-PROJECT MANAGER

Gentlemen:

In accordance with the "Invitation to Bidders", the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, read the accompanying instructions to bidders, the contract forms, the bond forms, and agrees that if his proposal is accepted he will contract, on the required form, with the District to, at his own cost, do all of the work and furnish all of the equipment, materials, and labor necessary to complete the work in the manner and in the time described in the plans and agrees to provide all bonds and insurance certificates and to fulfill all requirements of the contract for the following prices; LUMP SUM BID.

By: \_\_\_\_\_

Bidder's Signature

**BID ITEMS**

**MID Electric Meter Room**

**MERCED IRRIGATION DISTRICT**

**BASE BID (everything included in the Contract Documents)**

**MID Electric Meter Room:           \$\_\_\_\_\_**

**FOR THE SUM OF:**

\_\_\_\_\_ **DOLLARS**

(\$ \_\_\_\_\_)

Name of Company: \_\_\_\_\_

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

Name of Bidder (Print): \_\_\_\_\_

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

Bidder's Signature

# SUBSTITUTION REQUEST FORM

Project: **MID Electric Meter Room**

Pursuant to Public Contract Code Section 3400, bidder hereby requests substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

<b>Specified Item,</b> _____	<b>Requested Substituted Item</b> _____	<b>Agree to Provide Specific Item In the Event Request is Denied<sup>1</sup> (circle one)</b>	<b>The District Decision (circle one)</b>
1. _____	_____	Yes    No	Grant    Deny
2. _____	_____	Yes    No	Grant    Deny
3. _____	_____	Yes    No	Grant    Deny
4. _____	_____	Yes    No	Grant    Deny
5. _____	_____	Yes    No	Grant    Deny
6. _____	_____	Yes    No	Grant    Deny
7. _____	_____	Yes    No	Grant    Deny
8. _____	_____	Yes    No	Grant    Deny
9. _____	_____	Yes    No	Grant    Deny

---

<sup>1</sup> Bidder must state whether bidder will provide the Specified Item in the event that The District denies the request for substitution. If bidder states that bidder will not provide the Specified Item in the event their request for substitution is denied, bidder's bid will be considered non responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for substitution is denied, bidder shall execute the Agreement and provide such Specified Item(s) and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bond will be forfeited.



This Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and (6) will require no change of the construction schedule.

The undersigned states that the following paragraph, unless modified on attachments, are correct:

1. The proposed substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

The District: \_\_\_\_\_

By: \_\_\_\_\_

## **PUBLIC CONTRACT CODE**

### **California Public Contract Code, Section 10285.1**

In accordance with Public Contract Code Section 1028.5, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term “bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1

Note: The bidder must place a check mark after “ has or “has not” in one of the blank spaces provided.

The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

**PUBLIC CONTRACT CODE QUESTIONNAIRE**

**California Public Contract Code, Section 10162**

In accordance with Public Contract Code Section 10162, the Bidder under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevent from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

YES \_\_\_\_\_ NO \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

**PUBLIC CONTRACT CODE SECTION 10232 STAEMENT**

In accordance with Public Contract Code Section 10232, the contractor hereby states, under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Contract within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of the Statement and Questionnaire.

Bidder are cautioned that making a false certification may subject the certifier to criminal prosecution.

**SAFETY PROVISIONS**

**California Labor Code, Chapter 2, Par. 6424**

The State of California requires the issuance of a permit as a condition precedent to the construction of a pipeline, sewer, private sewage disposal system, boring and jacking pits or similar trenches, or open excavations which are five feet or deeper.

The Division of Industrial Safety may conduct on-site inspections during construction of such trenches or excavations.

The Division will submit to each applicant for such permit, in writing, the division's safety orders relating to trenches and excavations, for the purpose of informing the applicant of his responsibility to provide adequate sheeting, shoring, and bracing for the protection of life or limb.

Permit shall be obtained by Contractor, at his expense, prior to commencement of any work.

Permit may be obtained from:

State of California  
Department of Industrial Relations  
Division of Industrial Safety

Name of Company: \_\_\_\_\_

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

Acknowledged by Bidder (Print): \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bidder's Signature

**NONCOLLUSION AFFIDAVIT**

" \_\_\_\_\_, being first duly sworn, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ whom is submitting the foregoing bid, that the bid is not made in the interest of, or on association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contain in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid."

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

State of California    }  
  }SS.  
County of \_\_\_\_\_}

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me  
\_\_\_\_\_  
\_\_\_\_\_ personally appeared  
\_\_\_\_\_ personally known to me

\_\_\_\_\_ 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.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's Signature



**CONTRACTOR'S CERTIFICATE**  
**REGARDING WORKERS' COMPENSATION**

Description of Contract:

Labor Code Section 3700 Provides (in part):

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

\_\_\_\_\_  
(Official Title)

(Seal)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing any work under this contract.)

**CERTIFICATE OF CONTRACTOR**

I, \_\_\_\_\_, certify that I am a/the \_\_\_\_\_ [designate sole proprietor, partner in partnership, or specify corporate office, e.g., secretary] in the entity named as CONTRACTOR in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am associated is \_\_\_\_\_; that this entity is in good standing and has complied with all applicable laws and regulations, and that I have been expressly authorized by the proper parties in this entity to execute this contract on behalf of the above-named entity.

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_  
(Please type)

Title \_\_\_\_\_

State of California )

)ss.

County of \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me

\_\_\_\_\_ personally appeared

\_\_\_\_\_ personally known to me

\_\_\_\_\_ 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.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's Signature



**CERTIFICATION OF LIQUIDATED DAMAGES**

The undersigned agrees, if this proposal is accepted, to commence said work and prosecute the name to completion within the time limits prescribed in the Specifications and Contract Documents; and further agrees to pay, as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day of delay in completing said work or any portion thereof in excess of said time limits and any authorized time extensions.

It is further understood and agreed that the District reserves the right to reject any and all proposals and to waive any informalities in the bidding; and that no verbal agreement or conversation with any officer, agent or employee of the District either before or after the execution of the Contract, shall affect or modify any of the terms or obligations of this proposal.

The undersigned acknowledges receipt of the following addenda:

---

---

---

The undersigned certifies that he and his sub-contractors are properly licensed in accordance with the laws of the State of California. The following list shows each of the sub-contractors who will perform under the contract, subject to the approval of the District, in excess of 1/2% of the total bid price:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BID BOND**

We, \_\_\_\_\_, as Principal,

and \_\_\_\_\_, as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the

(herein called District) for payment of the penal sum of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

lawful money of the United States. Principal has submitted the accompanying bid for the construction of the project. If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the District, at the price designated by his bid, and files two bonds with the District, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the District, and carries all insurance in type and amount which conforms to the contract documents and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the District from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the District is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay District's reasonable attorney's fees incurred with or without suit.

Executed on \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

**PRINCIPAL**

(Seal if Corporation)

By: \_\_\_\_\_

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

(signature must be notarized)

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

\_\_\_\_\_ (name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (name and address of Surety's agent for service of  
\_\_\_\_\_ process in California, if different from above)  
\_\_\_\_\_

\_\_\_\_\_ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

\_\_\_\_\_

SURETY

By: \_\_\_\_\_

(Attorney-in-Fact)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

# **APPENDIX A – SAMPLE CONTRACT FORMS**

**PERFORMANCE BOND**

We, \_\_\_\_\_, as Principal,

and \_\_\_\_\_, as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the Merced Irrigation District (herein called District) for payment of the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
lawful money of the United States. Principal has submitted the accompanying bid for the construction of

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things abide by and well and truly keep and perform the covenants, and agreements in the said contract, and any alteration thereof made as therein provided, on his part to be kept and performed at the time and in the manner therein specified, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall indemnify and save harmless the District, the Engineer/Architect, the District's Representative, and their consultants, and each of their directors, officers, employees, and agents, as therein stipulated, this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed there under, or the plans and specifications shall in any wise affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that if the District is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay District's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Executed in four original counterparts on \_\_\_\_\_, 20 \_\_\_\_\_

PRINCIPAL

(Seal if Corporation)

By: \_\_\_\_\_

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

(signature must be notarized)

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

\_\_\_\_\_ (name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (name and address of Surety's agent for service of  
\_\_\_\_\_ process in California, if different from above)

\_\_\_\_\_

\_\_\_\_\_ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

\_\_\_\_\_

SURETY

By: \_\_\_\_\_

(Attorney-in-Fact)

APPROVED:

\_\_\_\_\_  
Juan Sandoval,  
Deputy General Manager- Energy Resources

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

**PAYMENT BOND**

We, \_\_\_\_\_, as Principal,

and \_\_\_\_\_, as Surety,  
jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the Merced Irrigation District (herein called District) for payment of the penal sum of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
lawful money of the United States. Principal has submitted the accompanying bid for the construction of

If Principal or any of his sub-contractors fails to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

The bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed there under, or the plans and specifications shall in any wise affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should District become a party to any action on this bond that, each will also pay District's reasonable attorney's fees incurred therein in addition to the sum above set forth.

Executed in four original counterparts on

\_\_\_\_\_, 20 \_\_\_\_\_

PRINCIPAL

(Seal if Corporation)

By: \_\_\_\_\_

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

(signature must be notarized)

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

\_\_\_\_\_ (name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (name and address of Surety's agent for service of process in California, if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

\_\_\_\_\_

SURETY

By: \_\_\_\_\_

(Attorney-in-Fact)

APPROVED:

\_\_\_\_\_  
Juan Sandoval,  
Deputy General Manager- Energy Resources

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.



**NOTICE OF AWARD**

**Project:** \_\_\_\_\_

**To:** \_\_\_\_\_

The Owner represented by the undersigned has considered the proposal submitted by you for the above-described work in response to your bid for the \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_.

If you fail to execute said contract and to furnish bonds and certificates within 10 calendar days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

MERCED IRRIGATION DISTRICT  
Owner:

By: \_\_\_\_\_  
Juan Sandoval  
Deputy General Manager  
Energy Resources

**ACCEPTANCE OF NOTICE:**

Receipt of the above Notice of Award is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print Name)

**NOTICE TO PROCEED**

Project: **MID Electric Meter Room**

To:

You are hereby given Notice to Proceed with the construction of this project. This notice given this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ begins the first day of the construction period for this project, and unless amended as provided for in the specifications, work shall be completed within forty five (45) days after the date of this Notice to Proceed is executed.

Work required beyond the established date of completion for this project will be assessed liquidated damages at the rate of \$1000.00 per day in conformance with the specifications.

By: \_\_\_\_\_

Name: Annmarie Felsing

Title: Purchasing Analyst  
Finance

Date:

**CONTRACT**

This agreement, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between the Merced Irrigation District (District), party of the first part, and \_\_\_\_\_, CONTRACTOR, party of the second part.

**Article I.** Witnesseth, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds bearing even date with these presents, and hereunto annexed, said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work, and furnish all the materials except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to complete in a good, workmanlike and substantial manner the **MID Electric Meter Room** for the party of the first part, in accordance with the contract documents, specifications, plans, and per District specifications and regulations and Merced County specifications and regulations therefore which are hereby made a part hereof.

**Article II.** And the said CONTRACTOR agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the party of the first part, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications and requirements of the Design Engineer under them to wit:

**BID ITEMS**

**BASE BID (everything included in the Contract Documents)**

**MID Electric Meter Room:**            \$ \_\_\_\_\_

**FOR THE SUM OF:**

\_\_\_\_\_ **DOLLARS**  
(\$ \_\_\_\_\_)

**Article III.** The said party of the first part hereby promises and agrees with the said CONTRACTOR to employ, and does hereby employ the said CONTRACTOR, to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions above set forth; and the said parties for themselves, their heirs, executors,

administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**Article IV.** Construction of this project to begin upon the receipt of a "Notice to Proceed", and unless amended by Merced Irrigation District.

Work required beyond the established date of completion for this project will be assessed liquidated damages at the rate of \$1,000 per day.

**Article V.** It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control, and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**Article VI.** By signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Contractor and sub-Contractor will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

**Article VII.** Permits required by governmental authorities will be obtained at Contractor's expense, and Contractor will comply with local, state and federal regulations and statues including the Cal/OSHA requirements.

In Witness Whereof, the parties to these presents have hereunto set their hands the year and date first above written.

MERCED IRRIGATION DISTRICT:

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Deputy General Manager-  
Energy Resources  
\_\_\_\_\_

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

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

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

**END OF PACKET**