

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

SPECIFICATIONS FOR
RELINE AND REPAINT
INTERIOR AND EXTERIOR COATING
- WATER TANK 3

2009

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
3757 Constellation Road
Lompoc, California 93436
Phone: 805-733-3417
Fax: 805-733-2109
Email: administration@vcsd.org

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

Specifications for Reline and Repaint
Interior and Exterior Coating - Water Tank 3

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VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

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VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

3757 Constellation Road
Lompoc, California 93436
(805) 733-3417

NOTICE INVITING BIDS

For Reline and Repaint Interior and Exterior Coating - Water Tank 3

N-1 NOTICE IS HEREBY GIVEN that sealed bids will be received at the office of the General Manager of the Vandenberg Village Community Services District for the furnishing of all transportation, labor, materials, tools, equipment, services, permits, utilities, and other items necessary to accomplish the Reline and Repaint Interior and Exterior Coating - Water Tank 3, in strict accordance with the Contract Documents on file at the office of the District.

N-2 DATE OF OPENING BIDS - Bids will be received at the office of the General Manager of the Vandenberg Village Community Services District until **3:00 p.m. on Friday, January 22, 2010** at which time they will be opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside "BID FOR RELINE AND REPAINT INTERIOR AND EXTERIOR COATING - WATER TANK 3."

N-3 LOCATION OF THE WORK: The work is located on easement property owned by Vandenberg Village Community Services District at 702 Highway 1 between the unincorporated area of Vandenberg Village and the northern outskirts of Lompoc, California.

N-4 DESCRIPTION OF THE WORK: The work consists of relining, paint repair, and modification of the center vent of the Raw Water Storage Tank, also known as Water Tank No. 3 per technical specifications.

N-5 COMPLETION OF WORK: Time is of the essence. All work must be completed not later than 90 days following Notice to Proceed.

N-6 AWARD OF CONTRACT: (a) The District reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award of some or all Items of Work to the lowest responsive, responsible bidder and reject all other bids, as it may best serve the interest of the District.

(b) As a condition of award, the successful bidder will be required to submit bonds, and insurance, prior to execution of the Agreement by the District. Failure to meet this requirement shall constitute abandonment of the Bid by the Bidder and forfeiture of the Bid Bond. The Contract will then be awarded to the next lowest bidder.

N-7 BID SECURITY: Each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 10 percent of the total bid price, payable to the Vandenberg Village Community Services District, as a guarantee that the Bidder, if its Bid is accepted, will promptly obtain the required Bonds and Insurance and will prepare the required submittal documents and execute the Agreement.

N-8 BIDS TO REMAIN OPEN: The Bidder shall guarantee the Total Bid Price for a period of 60 calendar days from the date of Bid opening.

N-9 CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Public Contract Code Section 3300, the District has determined that the Contractor shall possess a valid Class A (General Engineering), Class C-33 (Painting and Designing Contractor), or equivalent Contractor's license at the time that the Contract is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of award.

N-10 WAGE RATE REQUIREMENTS: In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the Work is to be performed. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates to all workers employed by them in the execution of the Work, and shall post a copy of said wage rates at the project site.

N-11 PRE-BID VISIT TO WORK SITE: Prospective bidders are required to attend a pre-bid meeting at **11:00 a.m. on Thursday, January 7, 2010**. All interested parties shall meet at the District office at 3757 Constellation Road Lompoc, CA 93436.

N-12 OBTAINING OR INSPECTING CONTRACT DOCUMENTS: (a) A full set of Contract Documents is available for inspection without charge at the office of the General Manager of the Vandenberg Village Community Services District, 3757 Constellation Road, Lompoc, CA 93436.

(b) Complete sets of said Contract Documents are obtainable from the office of the General Manager of the District at the address given above.

N-13 ADDRESS AND MARKING BIDS: The envelope enclosing the Bid shall be sealed and addressed to the District, and shall be delivered or mailed to the Vandenberg Village Community Services District at 3757 Constellation Road, Lompoc, CA 93436. The envelope shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "BID FOR RELINE AND REPAINT INTERIOR AND EXTERIOR COATING - WATER TANK 3" followed by the date and hour of opening Bids. The certified or cashier's check or Bid Bond shall be enclosed in the same envelope with the Bid.

N-14 PROJECT ADMINISTRATION: All communications relative to this Work shall be directed to the General Manager of the Vandenberg Village Community Services District, prior to opening of Bids. All questions relating to interpretation of the Contract Documents or products must be submitted in writing, and responses will only be in the form of written addenda to the Documents.

BY THE VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

Date: December 28, 2009

By 
Operations and Maintenance Manager

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

3757 Constellation Road
Lompoc, California 93436
(805) 733-3417

INSTRUCTIONS TO BIDDERS

1. Defined Terms - Terms used in these Instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to the District, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Engineer" shall be as defined in the Supplementary General Conditions.

2. Competency of Bidders - (a) In selecting the lowest responsive, responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "Bidder's General Information," bound herein. No Bid for the Work will be accepted from a contractor who does not hold a valid contractor's license in the State of California for the classifications named in the Notice Inviting Bids at the time of opening Bids.

(b) Contractor certifies awareness by submission of a bid in response to this solicitation, that he is aware of the provisions of the Public Contract Code Section 6109, which "...prohibit(s) a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code"; and, further, that as a bidder, the

Contractor certifies that he is not barred from public works projects by Labor Code Sections 1777.1 and 1777.7.

3. Disqualification of Bidders - More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the District believes that any Bidder is interested in more than one Bid for the Work contemplated, all Bids in which such Bidder is interested will be rejected. If the District believes that collusion exists among the Bidders, all Bids will be rejected.

4. Bidder's Examination of Contract Documents and the Site - (a) It is the responsibility of each Bidder before submitting a Bid to examine the Contract Documents thoroughly; visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work; consider federal, state and local laws and regulations that may affect cost, progress, or performance of the Work; study and carefully correlate the Bidder's observations with the Contract Documents, and notify the Engineer of all conflicts, errors, or discrepancies noted in the Contract Documents.

(b) Reference is made to the Supplementary General Conditions for identification of those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Engineer in the preparation of the Contract Documents. Although such reports are not a part of

the Contract Documents, the Bidder may rely upon the accuracy of the technical data contained in such reports. However, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.

(c) Copies of such reports and drawings will be made available for inspection by the District to any Bidder upon request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in the Supplementary General Conditions may be incorporated therein by reference.

(d) Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the District and the Engineer by the owners of such underground utilities or others, and the District does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions or the Section entitled "Protection of Existing Facilities" of the technical specifications.

(e) Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Article 4.2 of the General Conditions of the Contract.

(f) Before submitting a Bid, each Bidder must at Bidder's own expense, make or

obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

(g) Where feasible, upon request in advance, the District will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submittal of a Bid. The Bidder shall fill all exploration and test holes made by the Bidder and shall clean up and restore the site to its former condition upon completion of such exploration.

(h) The lands upon which the Work is to be performed, the rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easement for permanent structures or permanent changes in existing structures will be obtained and paid for by the District unless otherwise provided in the Contract Documents.

(i) The submittal of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 4, herein, entitled: "Bidder's Examination of Contract Documents and the Site"; that without exception the Bid is premised

upon performing the Work required by the Contract Documents and such means, methods, technique, sequences, or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all the terms and conditions for performance of the Work.

5. Interpretations - All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be resolved by the issuance of Addenda mailed or delivered to all parties recorded by the Engineer or District as having received the Contract Documents. Questions received less than 7 days prior to the date of opening Bids may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

6. Bid Security, Bonds, and Insurance - Each Bid shall be accompanied by a certified or cashier's check or approved Bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the District and shall be given as guarantee that the Bidder, if awarded the Work, will enter into an Agreement with the District and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond. Each of said bonds shall be in the amount stated in the Supplementary General Conditions. In case of refusal or failure of the successful Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the District. If the Bidder elects to furnish a

Bid Bond as its security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.

7. Return of Bid Security - Within 14 days after award of the Contract, the District will return all bid securities accompanying such of the Bids that are not considered in making the award. All other Bid Securities will be held until the Agreement has been finally executed. They will then be returned to the respective Bidders whose Bids they accompany.

8. Bid Form - The Bid shall be made on the Bid Schedule sheets bound herein and the pages shall not be removed from the bound volume. In the event there is more than one Bid Schedule, the Bidder may Bid on any individual schedule or on any combination of schedules. The envelope enclosing the sealed bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words "Bid For" followed by the title of the Contract Documents for the Work, the name of the District, the address where the bids are to be delivered or mailed to, and the date and hour of opening of bids. The Bid Security shall be enclosed in the same envelope with the Bid.

9. Submittal of Bids - The Bids shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Bids will not be accepted after the appointed time for opening of bids, no matter what the reason.

10. Discrepancies in Bids - In the event that there is more than one Bid Item in the Bid Schedule, the Bidder shall furnish a price for all Bid Items in the schedule, and failure to do so will render the Bid as non-responsive and

may cause its rejection. In the event that there are unit price Bid Items in a Bid Schedule and the "amount" indicated for a unit price Bid Item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly, and the Contractor shall be bound by such correction, subject to the provisions of Section 5100 et seq. Of the California Public Contract Code. In the event that there is more than one Bid Item in a Bid Schedule and the total indicated for the schedule does not agree with the sum of prices Bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction, subject to the provisions of Section 5100 et seq. of the California Public Contract Code.

11. Quantities of Work

11.1 General: (a) The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the District does not expressly or by implication agree that the actual amount of work or material will correspond therewith.

(b) In the event of an increase or decrease in a bid item quantity of a unit price contract, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit prices established for such work under the Contract Documents provided that increases of more than 25 percent, decreases of more than 25 percent, and eliminated items shall be adjusted as provided in Article 10 of the General Conditions.

12. Withdrawal of Bid - The Bid may be withdrawn by the Bidder by means of

a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids prior to the scheduled closing time for receipt of Bids.

13. Modifications and Unauthorized Alternative Bids - Unauthorized conditions, limitations, or provisos attached to the Bid will render it informal and may cause its rejection as being non-responsive. The completed Bid forms shall be without interlineations, alterations, or erasures. Alternative Bids will not be considered unless expressly called for in the Notice Inviting Bids. Oral, telegraphic, or telephone Bids or modifications will not be considered.

14. Liquidated Damages - Provisions for liquidated damages, if any shall be as set forth in the Agreement.

15. Substitute or "Or-Equal" Items - The Work, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Technical Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by the Contractor and consideration by the Engineer is set forth in section entitled: "Contractor Submittals" of the Technical Specifications.

16. Award of Contract - Award of Contract, if it be awarded, will be based primarily on the lowest overall cost to the

District, and will be made to a responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open, unless extended by mutual agreement of the bidders.

Unless otherwise indicated, a single award will not be made for less than all the Bid Items of an individual Bid Schedule. In the event the Work is contained in more than one Bid Schedule, the District may award schedules individually or in combination. In the case of two or more Bid Schedules which are alternative to each other, only one of such alternative schedules will be awarded.

17. Execution of Agreement - The Bidder to whom award is made shall execute a written Agreement with the District on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents within 14 days after receipt of the agreement forms from the District. Failure or refusal to enter into an

Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award and forfeiture of the Bid Security. If the lowest responsive, responsible bidder refuses or fails to execute the Agreement, the District may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the District may award the Contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid Securities shall be likewise forfeited to the District.

18. Worker's Compensation Requirement - The Bidder should be aware that in accordance with laws of the State of California, the Bidder will, if awarded the Contract, be required to secure the payment of compensation to its employees and execute the Worker's Compensation Certification.

- END OF INSTRUCTIONS TO BIDDERS -

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

3757 Constellation Road
Lompoc, California 93436
(805) 733-3417

BID

1. Pursuant to and in compliance with your Invitation for Bid and the Contract Documents relating to the **RELINE AND REPAINT INTERIOR AND EXTERIOR COATING – TANK 3** including Addendum Number(s) _____, _____, _____, _____, the undersigned bidder having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the project at the place where the service is to be provided, hereby proposes and agrees to fully perform the within the time stated in and in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner) for the total sum of:

TOTAL PROPOSAL PRICE \$ _____ (excluding additional options)

Price in words: _____

ITEMIZED PROPOSAL:

Item No.	Qty	Item Description	Unit	Unit price	Amount
1	1	Mobilization/Demobilization	LS	\$	\$
2	1	Interior surface preparation and coatings work, including removal/replacement of all interior coatings and the proper disposal of all waste in accordance with plans and specifications.	LS	\$	\$
3	1	Exterior surface preparation and coatings work, including the spot repair and overcoat of entire exterior coating system and the proper disposal of all waste in accordance with plans and specifications.	LS	\$	\$
4	1	Sealing of all shell vents	LS	\$	\$
5	1	Installation of a new center roof vent.	LS	\$	\$

6	1	OWNER'S OPTION: Exterior ROOF surface preparation and coatings work, including the spot repair and overcoat of exterior coating system and the proper disposal of all waste in accordance with plans and specifications.	LS	\$	\$
7	1	OWNER'S OPTION: Exterior UPPER SHELL COURSE surface preparation and coatings work, including the spot repair and overcoat of exterior coating system and the proper disposal of all waste in accordance with plans and specifications.	LS	\$	\$

- It is understood that the foregoing quantities are approximate and are for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the completed Work whether they be more or less than those shown.

The District reserves the right to award the Work to the lowest responsible bidder based on any single schedule or combination of schedules of bid items deemed by the District, in its sole discretion, to be in District's best interest. It is understood that the District reserves the right to reject the bid and that it shall remain open and not be withdrawn for a period of 60 calendar days from the date prescribed for its opening unless otherwise required by law.

- Attached hereto and incorporated herein is the complete and entire list of any subcontractors to be employed by the undersigned and in the performance of the work.
- It is understood and agreed that if written notice of the acceptance of this bid is mailed or delivered personally to the undersigned bidder within 30 calendar days after the opening of the bid, the undersigned bidder will execute and deliver the Contract Documents to the District in accordance with the bid as accepted, and will also furnish and deliver to the District a Performance Bond and Payment Bond as required under the provisions of the California Government Code and/or California Public Contract Code within 14 calendar days after personal delivery or deposit in the mails, as the case may be, of the notification of award. The work under the contract shall be commenced by the undersigned bidder on the date stated in the notice to proceed and shall be completed within 45 calendar days.
- Notice of acceptance or invitation for additional information may be addressed to the undersigned bidder at the business address set forth below.
- I, _____, certify that the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other

bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from proposing; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

7. Wherever in this bid an amount is stated in both words and figures, in case of discrepancy between words and figures the words shall prevail; if all or any portion of the bid is required to be given in unit prices and totals and a discrepancy existing between any such unit prices and totals so given, the unit prices shall prevail.
8. In accordance with the provisions of Sections 1860 and 1861 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his or her employees. Each Contractor to whom a public works contract is awarded shall sign the following certification prior to performing the work for the contract:

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

The representations made herein are made under penalty of perjury,

Signature of Bidder: _____

Date: _____

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

3757 Constellation Road
Lompoc, California 93436
(805) 733-3417

**LIST OF SUBCONTRACTORS
TO BE SUBMITTED WITH BID**

In accordance with the requirements of Section 4104 of the Public Contracts Code, the Bidder shall list below the names and location of place of business of each subcontractor who will perform work or labor or who will render service to the prime contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime Contractor's total bid or \$10,000, whichever is greater. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. The Bidder's attention is directed to the provisions of Article 6.5 of the Supplementary General Conditions, entitle: "Concerning Subcontractors, Suppliers, and Others" which stipulates the percent of the Work to be performed with the Bidder's own forces. Failure to comply with this requirement will render the Bid as non-responsive and may cause its rejection.

Work to be Performed	Contractor License Number	Percent of Total Contract	Subcontractor's Name and Address
1	_____	_____	_____ _____ _____
2	_____	_____	_____ _____ _____
3	_____	_____	_____ _____ _____

Please attach separate sheet of paper listing any additional subcontractors.

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
3757 Constellation Road
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(805) 733-3417

**BIDDER'S LICENSING STATEMENT
TO BE SUBMITTED WITH BID**

State of California

County of _____

I, _____, certify the accuracy of the following
representations:

Contractor's License Number _____

License Expiration Date _____

Bidder _____
print or type licensee's name

By _____
Signature of licensee, RME or RMO

Title _____

Organization _____

Address _____

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**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
TO BE SUBMITTED WITH BID**

State of California

County of _____

I, _____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in 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 contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Bidder _____

By _____

Title _____

Organization _____

Address _____

Subscribed and sworn to before me this _____ day of _____

[Notarial Seal]

Notary Public in and for the State of _____

My commission expires _____

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

3757 Constellation Road
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**BIDDER'S GENERAL INFORMATION
TO BE SUBMITTED WITH BID**

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 8 will cause the Bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e. Items 1 through 8, inclusive) is provided to the District.

1. BIDDER / CONTRACTOR'S name and street address:

Name of Licensee, RMO, or RME _____

2. CONTRACTOR'S telephone number: () _____

3. CONTRACTOR'S license: Primary Classification _____

State License Number _____ Expiration Date _____

Supplemental license classifications: _____

Name of licensee and RMO or RME, if different from line (1), above

4. Name of person who inspected the site of the proposed Work for the Bidder:

Name: _____ Date of inspection: _____

5. Surety Company and Agent who will provide the required Bonds on this Contract:

Name of Surety _____

Address _____

Surety Company Agent _____

Telephone Numbers: Agent () _____ Surety () _____

6. ATTACH TO THIS BID the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor.

7. ATTACH TO THIS BID a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.

8. ATTACH TO THIS BID a list of 4 projects completed as of recent date involving work of similar type and complexity, listing the following data for each project:

(1) Project Name _____

Contract Price _____

Name, Address, and Telephone Number of Owner's Project Representative

(2) Project Name _____

Contract Price _____

Name, Address, and Telephone Number of Owner's Project Representative

(3) Project Name _____

Contract Price _____

Name, Address, and Telephone Number of Owner's Project Representative

(4) Project Name _____

Contract Price _____

Name, Address, and Telephone Number of Owner's Project Representative

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
3757 Constellation Road
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**BID BOND
TO BE SUBMITTED WITH BID**

KNOW ALL MEN BY THESE PRESENTS,

THAT _____ as Principal,
and _____ as Surety, are held
and firmly bound unto the Vandenberg Village Community Services District, hereinafter
the "District" in the sum of _____ dollars

(not less than 10 percent of the total amount of the bid)

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents pursuant to Public Contracts Code 20685.5.

WHEREAS, said Principal has submitted a bid to said District to perform the Work
required under the bidding schedule of the District's Contract Document entitled:

RELINE AND REPAINT INTERIOR AND EXTERIOR COATING - WATER TANK 3

NOW THEREFORE, if said Principal is awarded a contract by said District, and, within
the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to
Bidders" enters into a written Agreement on the form of agreement bound with said
Contract Documents, furnishes the required Performance Bond and Payment Bond,
then this obligation shall be null and void, otherwise it shall remain in full force and
effect. In the event suit is brought upon this bond by said District and District prevails,
said surety shall pay all costs incurred by said District in such suit, including a
reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, _____

_____ (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

(Surety)

(Principal)

(SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY)

By: _____
(Signature)

By: _____
(Signature)

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
3757 Constellation Road
Lompoc, California 93436
(805) 733-3417

**CERTIFICATE OF BIDDER REGARDING
AFFIRMATIVE ACTION PROGRAM
TO BE SUBMITTED WITH BID**

The Bidder hereby certifies that he or she is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, The California Fair Employment Practices Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment.

Bidder's Name _____

Address: _____

Print Name and Title of Signer _____

Signature

Date

(The above certification of the Bidder regarding its affirmative action program shall be filled out completely, signed, and submitted by each bidder and shall be a part of the Contract Documents.)

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

Specifications for Reline and Repaint
Interior and Exterior Coating - Water Tank 3

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VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

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GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS

Wherever used in these General Conditions or in other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the opening of Bids which make changes, additions, or deletions to the bid documents or the Contract Documents.

Agreement - The written agreement between the District and the Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form approved by the Engineer which is to be used by the Contractor in requesting progress or final payments and which includes such supporting documentation as is required by the Contract Documents.

Asbestos - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above the current action levels established by the United States Occupational Safety and Health Administration.

Beneficial Use or Occupancy - Placing all or any portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching completion for all of the Work.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the price or prices for the Work to be done.

Bidding Documents - Notice Inviting Bids, Instructions to Bidders, the Bid Form and the accompanying Bid Schedules or Bid Sheets, List of Subcontractors, Non-Collusion Affidavit, Equipment and Material Proposed (where required), Bidder's General Information, Bid Security or Bond, Affirmative Action Program, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids.)

Bidding Requirements - The Notice Inviting Bids, Instructions to Bidders, and the Bid Form and the accompanying Bid Schedule or Bid Sheets.

Bonds - Bid, Performance, and Payment Bonds and other instruments which protect against loss due to inability or refusal of the Contractor to perform its Contract.

Change Order - A document recommended by the Engineer which is signed by the Contractor and the District and authorizes an addition to, deletion from, or revision of the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Completion - Completion of the Work shall be the date of such acceptance of the Work by the District, as provided under California Civil Code Section 3086. Completion shall mean Substantial performance of the Contract, which shall have the definition given in Black's Law Dictionary, Revised Fourth Edition, West Publishing Company.

Contract Documents - Unless otherwise defined in the Supplementary General Conditions, the Contract Documents shall include the Notice Inviting Bids, Instructions to Bidders, the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations, the accepted Bid and Bid Schedule, the Schedule of Values or Cost-loaded CPM, List of Subcontractors, Non-collusion Affidavit, Equipment or Material Proposed, Bidder's General Information, Bid Security or Bid Bond, Affirmative Action Program, the Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Notice of Completion, General Conditions of the Contract, Supplementary General Conditions, Technical Specifications, Drawings, and all Addenda, Change Orders, and Work Directive Changes executed pursuant to the provisions of the Contract Documents. Shop Drawing submittals approved pursuant to Article 6.12d and the reports and drawings referred to in Article 4.2a are not Contract Documents.

Contract Price - The total moneys payable by the District to the Contractor under the terms and conditions of the Contract Documents.

Contract Time - The number of successive calendar days as stated in the Contract Documents for the completion of the Work.

Contract Unit Price - The price quoted by the Bidder for performing or furnishing each item of work to be paid for on the basis of unit prices.

Contractor - The person, firm, or corporation with whom the District has executed the Agreement.

Contractor's Project Representative - Contractor's representative for the project through whom all matters addressed to the Contractor regarding the project shall be directed. This individual and the District's or Engineer's Resident Project Representative shall be the only two individuals who shall have the authority to provide direction/receive authorization on matters pertaining to the Project.

Cost of Work - The term Cost of Work (determined as provided in Articles 11.2, 11.3 and 11.4, herein) shall mean the sum of all costs necessarily incurred and paid for by the Contractor for labor, materials, and equipment in the proper performance of the Work, plus the Contractor's fee for overhead and profit (determined as provided in Article 11.4, herein) (referred to in Caltrans Standard Specifications as "Force Account" work).

Day - A calendar day of 24 hours, measured from midnight to the next midnight.

Daily Work Reports - Cost isolation reports detailing all costs of extra work, disputed work, emergency work, or other work paid for on a force account basis and the cost of other operations. A record of daily costs separate and distinct from the daily costs of other work on the project for which a contract price has been established.

Defective Work - Work that is unsatisfactory, faulty, or deficient, or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or work that has been damaged prior to the Engineer's recommendation of final payment.

District - The Vandenberg Village Community Services District, a legal entity with whom the Contractor has entered into the Agreement and for whom the Work will be performed.

Drawings/Contract Drawings - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the Work to be performed.

Effective Date of the Agreement - The date indicated in the Agreement on which it was executed, but if no such date is indicated it shall mean the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

End of Contract - The End of the Contract shall be identified as being that day when the Work should be completed based upon the predefined contract period as indicated in the Contract Documents plus any time extensions granted by the District.

Engineer - The word Engineer as used in these Contract Documents shall mean Vandenberg Village Community Services District, through its General Manager, or their designated representative.

Engineer's Estimate - On unit-price contracts, the list of estimated quantities and prices of the individual line items of work to be performed as contained in the Bid Schedule (s). On lump-sum projects, the estimated contract price of the completed project.

Field Order - A written order issued by the Engineer which in the opinion of the Engineer does not involve a change in the Contract Price or the Contract Time.

General Requirements - Sections of Division 1 of the Technical Specifications.

Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 25117 et. seq. of the California Health and Safety Code. RCRA hazardous waste shall have the meaning provided in Section 25120.2 of the California Health and Safety Code.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

Liquidated Damages - The dollar amount per day specified in the Agreement that the Contractor shall pay to the District for each and every day that the Work remains incomplete following the required date of Completion of the Work or designated portions of the Work as specified in the Contract Documents.

Milestone - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

Notice of Award - The written notice by the District to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, the District will enter into an Agreement. This Notice will only be issued after District Board of Directors Approval.

Notice of Completion - The legal document filed by the District with the Santa Barbara County Clerk after the project has been accepted by the Vandenberg Village Community Services District Board of Directors. This document begins the notification period when those firms or individuals who have submitted a Preliminary Notice for the project will be on notice that the project has been accepted as complete by the District.

Notice to Proceed - A written notice issued by the District to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Contract Time.

Owner - The Vandenberg Village Community Services District, herein referred to as the District, a legal entity with whom the Contractor has entered into the Agreement and for whom the Work will be performed.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion of all the Work. A Notice of Partial Utilization will be issued to the Contractor when such occurs.

PCB's - Polychlorinated biphenyls

Petroleum - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous wastes and crude oils.

RCRA Hazardous Waste - The term RCRA hazardous waste shall have the meaning provided in Section 25120.2 of the California Health and Safety Code.

Removal - In addition to its normal meaning for excavating, detaching, loading and transporting offsite of designated earth, rubble, other materials and equipment, the word Removal shall mean that the Contractor is required to dispose of said designated items without further obligation to the owner.

Resident Project Representative - The person named in the Supplementary General Conditions as the authorized representative of the District or the Engineer, who is assigned to the site or any part thereof. All liaison between the Contractor and the District shall be directed through the Resident Project Representative.

Salvage - The word Salvage shall mean saving from destruction of items designated for removal so that said items may possibly be reused.

Samples - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Schedule of Values - Cost value of activities; A breakdown of a lump sum project into unit values to serve as a basis for estimating the value of the Work completed to facilitate the making of progress payments to the Contractor. The unit values in a schedule of values are for convenience only, and are not intended for the purpose of pricing change orders.

Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier or manufacturer and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of Part I, Notice Inviting Bids, Instructions to Bidders, Bid Forms, Agreement; Part II, General and Supplementary General Conditions of the Contract; and Part III, Technical Specifications, including the General Requirements and those Technical Sections consisting of the written technical descriptions of materials, equipment, construction systems, methods, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Standard Specifications - The Standard Specifications, where applicable, shall be as named in the Supplementary General Conditions.

Subcontractor - An individual, firm, or corporation having a direct contract with the Contractor or with any other Sub-contractor for the performance of a part of the Work at the site. A subcontractor is any individual or firm which has contracted with the prime Contractor to perform any portion of the Work on the site in an amount exceeding ½ of one percent of the total contract amount.

Substantial Completion - Refers to the Work (or a specified part thereof) that has progressed to the point where, in the opinion of the Engineer, as evidenced by the Notice of Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there is no such certificate issued, when final payment is due in accordance with the provisions of the Contract Documents, and where the Engineer can recommend that the Work be accepted by the District. The terms "Substantial Completion" and "substantially complete" and "substantially completed" as applied to any Work shall mean Substantial Performance of the Contract, hereunder. (See definition of "Completion," herein, and in Black's Law Dictionary, Revised Fourth Edition, West Publishing Company.)

Supplementary General Conditions - The part of the Contract Documents which makes additions, deletion, or revisions to these General Conditions.

Supplier - A manufacturer, fabricator, retailer, wholesaler, distributor, material man, or vendor having a direct contract with the Contractor or with any subcontractor or with the District to furnish materials or equipment to be incorporated in the Work by the Contractor or any Subcontractor.

Technical Specifications - The technical sections of the Specifications, comprising all sections contained in Part III of the Specifications defined herein.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, water, sewage and drainage removal, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic or other control systems.

Unit Price Work - Work to be paid for on the basis of unit prices.

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

Work Directive Change - A written directive to the Contractor, issued on or after the Effective Date of Agreement and signed by the District and recommended by the Engineer, ordering an addition, deletion, or revision of the Work or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies as provided in the Contract Documents. A Work Directive Change may not be used to change the Contract Price nor the Contract Time, but shall be evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in the Contract Documents.

ARTICLE 2 – PRELIMINARY MATTERS

2.1 Delivery of Bonds:

When the Contractor delivers the executed Agreements to the District, the Contractor shall also deliver to the District such Bonds and insurance policies or certificates as the Contractor may be required to furnish in accordance with the Contract Documents.

2.1.1 Legal Address of the District

The official address of the District shall be Vandenberg Village Community Services District, 3757 Constellation Road, Lompoc, CA 93436, or such other address as the District may subsequently designate in written notice to the Contractor.

2.1.2 Legal Address of the District's Resident Project Representative

The name and address of the District's Resident Project Representative shall be the General Manager, 3757 Constellation Road, Lompoc CA 93436, or such other address as the Resident Project Representative may subsequently designate in writing to the Contractor.

2.2 Copies of Documents:

The District shall furnish to the Contractor up to 3 copies (unless otherwise specified in the Supplemental Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time; Notice to Proceed:

The Contract Time shall commence to run on the date specified in the Notice to Proceed.

2.4 Starting the Work:

The Contractor shall start to perform the Work on the date when the Contract Time commences to run but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction:

- a. Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer before proceeding with any Work affected thereby; however, the Contractor shall not be liable to the District or the Engineer for failure to report any conflict, error

or discrepancy in the Contract Documents, unless the Contractor had actual knowledge thereof or should reasonably have know thereof.

- b. The Contractor shall submit to the Engineer for review and approval those documents called for under Section entitled "Contractor Submittals" in the General Requirements of the Technical Specifications.

2.6 Preconstruction Conference:

A preconstruction conference attended by the Contractor, the Engineer, and others as appropriate will be held to discuss the Work in accordance with the applicable procedures specified in the General Requirements of the Technical Specifications.

2.7 Finalizing Schedules:

At least 14 days before submittal of the first Application for Payment, a conference attended by the Contractor, the Engineer, and others as appropriate will be held to finalize the schedules submitted in accordance with the General Requirements.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Contract Documents:

- a. The Contract Documents comprise the entire agreement between the District and the Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The contract Documents will be construed in accordance with the law of the place of the Project.
- b. It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning.
- c. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the District, the Contractor, or the Engineer or any of their consultants, agents, or employees from those set forth in the Contract Documents.
- d. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, the Contractor shall so report to the Engineer in writing at once and, before proceeding with the Work affected thereby, shall obtain a written interpretation, clarification, or correction from the Engineer.
- e. The location of the Work, its general nature and extent, and the form and general dimensions of the Project and appurtenant works are as indicated in the Description of Work in The Notice Inviting Bids. The Contractor shall familiarize himself with the worksite and existing conditions prior to bidding. Drawing changes made subsequent to the date of opening bids shall only be issued under a Change Order, as provided in Article 10 of the General Conditions.

3.2 Amending and Supplementing Contract Documents:

The Contract Documents may be amended after execution of the Agreement to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. A Change Order, or
2. A Work Directive Change.

3.3 Order of Precedence of Contract Documents:

- a. In resolving disputes resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
 1. Change Orders or Work Directive Changes
 2. Agreement
 3. Addenda
 4. Contractor's Bid (Bid Forms)
 5. Supplementary General Conditions
 6. Notice Inviting Bids
 7. Instructions to Bidders
 8. General Conditions of the Contract
 9. Technical Specifications
 10. Referenced Standard Specifications
 11. Contract Drawings
 12. Referenced Standard Drawings
- b. With reference to the Drawings the order of precedence shall be as follows:
 1. Figures govern over scaled dimensions
 2. Detail drawings govern over general drawings
 3. Addenda or Change Order drawings govern over Contract Drawings
 4. Contract Drawings govern over standard drawings
 5. Contract Drawings govern over shop drawings

3.4 Reuse of Documents:

Neither the Contractor, nor any Subcontractor or Supplier, nor any other person or organization performing or furnishing any of the Work under a direct or indirect contract with the District shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the Engineer; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the District and the Engineer and specific written verification or adaptation by the Engineer.

3.5 Scope

- a. The work to be performed under this Contract shall consist of furnishings all plant, tools, equipment, materials, and manufactured articles and for furnishing all transportation services, and all fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Specifications, Drawings, Schedules, and other Contract Documents as defined in the Contract, all of which are made a part hereof and including such detail sketches as may be furnished by the Engineer from time to time during construction in explanation of said Drawings or other Contract Documents.
- b. The Work shall be complete and operable, and all work, materials, and services not expressly called for or shown in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no additional cost to the District.

ARTICLE 4 – AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands:

The District will furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the District, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the Contractor shall not enter upon nor use any property not under the control of the District until a written temporary construction easement agreement has been executed by the Contractor and the property owner, and a copy of said easement furnished to the Engineer prior to said use; and, neither the District nor the Engineer shall be liable for any claims or damages resulting from Contractor's unauthorized trespass or use of any such properties.

4.2 Physical Conditions:

- a. Explorations and Reports: Reference is made to the Article entitled "Physical Conditions" of the Supplementary General Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the Engineer in the preparation of the Contract Documents. The Contractor may rely upon the general accuracy of the "technical data" data contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary General Conditions. Except for such reliance on such "technical data," the Contractor may not rely on or make claims against the District, the Engineer, or their Consultants or Sub-consultant's with respect to:
 1. The completeness of such reports or drawings for the Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs incidental thereto; or
 2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. Any Contractor interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.
- b. Existing structures: Reference is made to the Article entitled "Physical Conditions" of the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities referred to in Article 4.4, herein) which are at or contiguous to the site that have been utilized by the Engineer in the preparation of the Contract Documents. The Contractor may rely upon the accuracy of the factual data contained in such drawings; however, the interpretation of such factual data, including any interpolation or extrapolation thereof, together with nonfactual data, interpretations, and opinions contained in such drawings or the completeness thereof is the responsibility of the Contractor.

4.3 Differing Site Conditions:

- a. The Contractor shall notify the Engineer in writing of the following unforeseen conditions, hereinafter called differing site conditions, promptly upon their discovery (but in no event later than 3 days) and before they are disturbed:

1. Subsurface or latent physical conditions at the site of the Work differing materially from those indicated, described, or delineated in the Contract Documents including those reports and documents discussed in Article 4.2; and
 2. Unknown physical conditions at the site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents including those reports and documents discussed in Article 4.2.
- b. The Contractor shall, promptly after becoming aware thereof and before further disturbing condition affected thereby or performing any Work in connection therewith (except in an emergency as permitted by Article 6.11), notify the District and the Engineer in writing about such condition. The Contractor shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written orders.
 - c. The Engineer will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the District in writing of the Engineer's findings and conclusions. If the District concludes that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change will be issued to initiate the work, pending issuance of a formal Change Order as provided in Article 10 to reflect and document the consequences of the difference.
 - d. In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the District and the Contractor are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.
 - e. The Contractor's failure to give written notice of differing site conditions within 5 days of their discovery or before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.
 - f. Nothing herein shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.

4.4 Physical Conditions – Underground Utilities:

- a. **Shown or Indicated:** The information shown or indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the District or the Engineer by the owners of such Underground Utilities or by others. Unless it is expressly provided in the Supplementary General Conditions and/or the Section "Protection of Existing Facilities" of the General Requirements, the District and the Engineer shall not be responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of which will be considered as having been included in the Contract Price.
- b. **Not Shown or Indicated:** If an Underground Utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall identify the owner of such Underground Utility and give written notice thereof to that owner and shall notify the Engineer in accordance with the requirements of the Supplementary General Conditions and Section entitled "Protection of Existing Facilities" of the General Requirements of the Technical Specifications.

4.5 Reference Points:

- a. The Engineer will provide one bench mark, near or on the site of the Work, and will provide 2 points near or on the site to establish a base line for use by the Contractor for alignment control. Unless otherwise specified in the General Requirements of the Technical Specifications, the Contractor shall furnish all other lines, grades, and bench marks required for proper execution of the Work.
- b. The Contractor shall be responsible for laying out the Work (unless otherwise specified in the General Requirements of the Technical Specifications) and shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its subcontractor's employees, the Contractor shall be responsible for the accurate replacement of such reference points by professionally qualified personnel at no additional cost to the District.

4.6 Hazardous Waste

- a. As provided in Article 18.16, herein, in any public works contract of the District which involves digging of trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- b. The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the Contract.
- c. That, in the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 5 – BONDS AND INSURANCE

5.1 Performance and Other Bonds:

- a. Upon receiving a Notice of Award, the Contractor shall furnish Performance and Payment Bonds, each in the amount set forth in the Supplementary General Conditions as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. If required under the Supplementary General Conditions, the Performance Bond and the Payment Bond shall be written to remain in effect at least until one year after the date of Notice of Completion as applicable, except as otherwise provided by Law or Regulation or by the Contract Documents; provided, that after the date of Notice of Completion, as applicable, the amount of said Performance Bond and Payment Bond, at the discretion of the District, may be reduced to

the amount set forth in the Supplementary General Conditions. The premiums upon all such bonds shall be paid by the Contractor. The Contractor shall promptly furnish such additional security as may be required by District from time to time to protect its interest and those of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

- b. The District will approve any surety company which, at the time of execution of this Contract is listed in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- c. If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the Contractor shall within 7 days thereafter substitute another Bond and Surety, which must be acceptable to the District.
- d. The Contractor shall furnish a satisfactory Performance Bond and a Payment Bond, each in the amount of 100 percent of the Contract Price. In addition, the Contractor shall furnish a separate Performance Bond to cover the one-year correction and repair period for correction or removal and replacement of defective work as required under Articles 13.5 and 13.6 of the General Conditions. Said Bond shall be in the amount of 25 percent of the Contract Price.
- e. The Contractor shall assure that its Bonding Company is familiar with all of the terms and conditions of these Specifications, and shall obtain acknowledgment, in writing addressed to the District that said Bonding Company thereby waives the right of special notification of any changes or modifications of the Contract or of extensions of time or of decreased or increased Work or of cancellation of the Contract, or any other act or acts by the District or any of its authorized representatives.

5.2 Insurance

- a. The Contractor shall purchase and maintain the insurance required under this Article. Such insurance shall include the specific coverages set forth herein and shall be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by law, whichever is greater. All insurance shall be maintained continuously during the life of the Agreement up to the date of Notice of Completion, as applicable, pursuant to acceptance of the Work by the District, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.
- b. The limits of liability for insurance and other provisions shall provide coverage as specified in the Risk Transfer and Insurance Provision, pages 1 through 4, appended to the end of these Supplementary General Conditions.
- c. The Contractor shall furnish the District with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies for each of the following listed insurance coverages. In addition, each party named as an additional insured shall be provided with an original copy of the policy endorsement naming them as an additional insured under the Contractor's policies of insurance required under the Contract. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days' prior written notice has been given to the District by Certified Mail. All such insurance shall remain in effect until the date of Substantial Completion and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work in accordance with Article 13.6 herein. In addition, the Insurance required herein (except for Worker's Compensation and Employer's Liability) shall name the District, the Engineer, and their Consultants and Sub-consultant's for the project and their officers, agents, and employees as "additional insured's" under the policies:

1. **Worker's Compensation Insurance Requirements:** This insurance shall protect the Contractor for the project against all claims under applicable state Worker's Compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation law. This policy shall include an "all states" endorsement. The Contractor shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees is not protected under the Worker's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
 2. **Comprehensive General Liability:** This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than its employees or damage to the property of the District or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions of the General Conditions. To the extent that the Contractor's work, or work under its direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusions relative to blasting, explosion, collapse of buildings, or damage to underground structures.
 3. **Comprehensive Automobile Liability:** this insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles. Said insurance shall cover the operation onsite or offsite of all motor vehicles licensed for highway use whether they are owned, non-owned or hired.
 4. **Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:** The Contractor shall either require each of its subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplementary General Conditions or insure the activities of its subcontractors in the Contractor's own policy in like amount.
 5. **Builder's Risk:** This insurance shall be of the "all risk" type, shall be written in completed value form, and shall protect the Contractor and the District for the project against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the insurable value of the Work at completion. Builder's Risk insurance shall provide for losses to be payable to the Contractor and the District as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor, the District, the Engineer and their Consultants and Sub-consultants. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external cause including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplementary General Conditions.
- d. The original or a certified copy of each insurance policy and endorsements thereto shall be deposited with the District prior to execution of the Agreement. Specific language of the policy shall be subject to approval of the District.
- e. **Policy Requirements:** The insurance provided by the Contractor hereunder shall be (1) with companies licensed to do business in the State of California, (2) with companies with a Best's Financial Rating of VII or better, and (3) with companies with a Best's General Policy Policyholders Ratings of not less than A, except that in case of Worker's Compensation Insurance, participation in the State Fund, where applicable, is acceptable.

- f. Insurance policies required hereunder to have the District, Engineer, and their Consultants and Sub-consultants for the project named as additional insured shall (1) include a provision that the policies are primary and do not participate with nor are excess over any other valid and collectible insurance, (2) include a waiver of subrogation against the District, its agents and employees, and (3) for Builders All Risk Insurance, provide for deductible amounts not exceeding 5 percent of the insurable values of the Work of the Contractor for the perils of all risks of physical loss or damage, including but not limited to fire (including arson) and associated perils, vandalism and malicious mischief, earthquake, and flood. In the event of an insured loss or damage, the Contractor agrees to pay to the District upon demand an amount equal to the deductible amount.
- g. District May Insure for Contractor: In case of the breach of any provision of this Article the District may, at the District's option, take out and maintain at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the District may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found become due to the Contractor under this Contract.

ARTICLE 6 – THE CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence:

- a. The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction but the Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method technique, sequence or procedure of construction which is indicated in and required by the contract documents. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- b. The Contractor shall designate in writing and keep on the Work at all times during its process a competent, full-time, technically qualified, English speaking superintendent, who shall not be replaced without written notice to the District and the Engineer except under extraordinary circumstances. The superintendent shall be the contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all its communication to the District through the Engineer or his or her authorized representative.
- c. The Contractor's supervisor or superintendent shall be present at the site of the Work at all times while work is in progress. Failure to observe this requirement shall be considered as suspension of the Work by the Contractor until such time as such supervisor or superintendent is again present at the site.

6.2 Labor, Materials and Equipment:

- a. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without the District's written consent given after prior written notice to the Engineer. If the Contractor performs any work after regular working hours, or on Saturday, Sunday, or any legal holiday, it shall pay the District any additional cost incurred by the District as a result of such work.
- b. Except as otherwise provided in this Article, the Contractor shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours or in any one calendar day or 40

hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the Engineer in writing. Additional compensation will be paid to the Contractor for overtime work only in the event that extra work is ordered by the Engineer, and the Change order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.

- c. All costs of inspection and testing performed by the District or its authorized representatives before 7:00 am or after 5:00 p.m. on any regular work day, or all day on Saturdays, Sundays, and legal holidays by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor at the District's standard overtime rates. The District shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due the Contractor.
- d. Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities, and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- e. All materials and equipment to be incorporated in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the Engineer, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the Engineer, nor any of the Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Articles 9.9c or 9.9d.

6.3 Adjusting Construction Schedule:

The Contractor shall submit any adjustments in the construction schedule to the Engineer for acceptance in accordance with the provisions for "Contractor Submittals" in the General Requirements of the Technical Specifications.

6.4 Substitutes or "Or-Equal" Items:

The Contractor shall submit proposed substitutes or "or-equal" items in accordance with the provisions for "Contractor Submittals" in the General Requirements of the Technical Specifications.

6.5 Concerning Subcontractors, Suppliers, and Others:

- a. The Contractor shall be fully responsible to the District and the Engineer for the acts and omissions of its subcontractors and their employees to the same extent as the Contractor is responsible for the acts and omissions of its own employees. Nothing contained in this Article shall create any contractual relationship between the District or the Engineer and any subcontractor, nor shall it relieve the Contractor of any liability or obligation under the prime Contract.
- b. The Divisions and Sections of the Specifications and identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or suppliers or in delineating the Work to be performed by any specific trade.
- c. In addition to the provisions of Article 6.5 of the General Conditions, the Contractor shall perform not less than 20 percent of the Work included in the original Contract Price with its own forces (i.e., without subcontracting), except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total Contract Price before computing the amount of work required to be performed by

the Contractor with its own forces. When items of work in the Bid Schedule are preceded by the letter "S", such items are designated as "Specialty Items". Where an entire item is subcontracted, the value of the work subcontracted will be based upon the contract item bid price. When a portion of an item is subcontracted, the value of the work subcontracted will be the estimated percentage of the contract item bid price, determined from the information submitted by the Contractor, subject to approval of the Engineer. The 20 percent requirement shall be understood to refer to the Work, the value of which totals not less than the full Contract Price.

6.6 Permits, License Fees, and Royalties:

- a. Unless otherwise provided in the Supplementary General Conditions, the Contractor shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this Contract shall not be made the basis of claims for additional compensation. The District shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids, on the Effective Date of the Agreement. The Contractor shall pay all charges of utility owners for connections to the Work.
- b. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. The Contractor shall indemnify and hold harmless the District from and against all claims, damages, losses and expenses (including attorney's fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.
- c. Permits - The Contractor shall obtain all licenses and shall obtain all permits required to perform the Work of this project. The general building permit and plan check fee, if required, shall be paid for by the Contractor. Similarly, all other permit fees, including encroachment fees and electrical, mechanical, and plumbing permit fees shall be obtained and paid for by the Contractor.
- d. Utility Fees - Utility connection fees, lateral fees, utility structure changes and tariffs, inspection fees, and similar utility-related fees will be paid for directly by the District. Annexation fees, flood control fees, pollution district fees, and similar fees will also be paid by the District. No separate payment therefore will be allowed under the Contract for any of the fees under this Article.

6.7 Laws and Regulations:

- a. The Contractor shall observe and comply with all federal, state and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the Work, the materials used in the Work or the conduct of the Work. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order, or regulation the Contractor shall report the same in writing to the Engineer. The Contractor shall indemnify, defend, and hold harmless the District, the Engineer, and their Consultants and Subconsultants for the project and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by Contractor or its employees or subcontractors. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the Contractor to comply with all other provisions of federal, state, and local laws and regulations. Where an individual state act on occupational safety and health standards has been approved by federal authority, then the provisions of said state act shall control.
- b. The Work is located in Vandenberg Village in the County of Santa Barbara, State of California. The Contractor shall comply with all ordinances, regulations, and other lawful requirements of said District, County, and State governing the work on public property

6.8 Taxes:

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.9 Use of Premises:

The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of works to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the District by any such owner or occupant because of the performance of the Work, the Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold the District harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of architects, engineers, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequently out of any action, legal or equitable, brought by any such other party against the District to the extent based on a claim arising out of the Contractor's performance of the Work.

6.10 Safety and Protection:

- a. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to the following:
 1. All employees on the Work and other persons and organizations who may be affected thereby;
 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- b. The Contractor shall comply with all applicable Laws and Regulations (whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- c. The Contractor shall designate in writing a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent or project manager unless otherwise designated in writing by the Contractor to the District.
- d. Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data Sheet as described in Section 5194 of the California Code of Regulations shall be requested by the Contractor from the manufacturer of any hazardous product used.
- e. Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

- f. The Contractor shall be responsible for coordinating any exchange or material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.
- g. The Contractor shall notify the Engineer if it considers a specified product or its intended usage to be unsafe. This notification must be given to the Engineer prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the Work.

6.11 Emergencies:

In emergencies affecting the safety or protection of persons or the Work or property at the site thereto, the Contractor, without special instructions from the Engineer or the District, is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Engineer determines that a change in the Contract Documents is required because of action taken by the Contractor in response to such emergency, a Work Directive Change or Change Order will be issued to document the consequences of such action.

6.12 Shop Drawings and Samples:

- a. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements of the Technical Specifications, the Contractor shall submit to the Engineer for review all shop Drawings in accordance with the accepted schedule of Shop Drawing submittals specified in the General Requirements of the Technical Specifications.
- b. The Contractor shall also submit to the Engineer for review all samples in accordance with the accepted schedule of sample submittals specified in the General Requirements of the Technical Specifications.
- c. Before submittal of each shop drawing or sample, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.
- d. The Engineer's review and approval of shop drawing or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Contractor has in writing called the Engineer's attention to each such variation at the time of submission and the Engineer has given written acceptance of each such variation; nor will any acceptance by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions of Article 6.12c., herein.
- e. Where a shop drawing or sample is required by the Specifications, any related Work performed prior to the Engineer's review and approval of the pertinent submission will be at the sole expense and responsibility of the Contractor.

6.13 Continuing the Work:

The Contractor shall carry on the Work and adhere to the construction schedule required to be submitted under the requirements of the Contract Documents during all disputes or disagreements with the District. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the District may otherwise agree in writing.

6.14 Indemnification:

- a. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the District, the Engineer, and their Consultants and Subconsultants for the

project and their agents, and employees from and against all claims and liability arising under or by reason of the Contract or any performance of the Work, but not from the sole negligence or willful misconduct of the District or the Engineer or their Consultants or Subconsultants for the project. Such indemnification by the Contractor shall include but not limited to the following:

1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor or its agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor or its agent;
 2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the District, the Engineer, and/or their Consultants or Subconsultants.
 3. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the Contractor or its agents;
 4. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its agents, or the District in the performance of this Contract of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Contract;
 5. Liability or claims resulting directly or indirectly from the breach of any warranties, whether express or implied, made to the District or any other parties by the Contractor or its agents;
 6. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor or its agents; and,
 7. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.
- b. The Contractor shall reimburse the District, the Engineer, and their Consultants and Subconsultants for the Project for all costs and expenses, (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals and court costs, including all costs of appeals) incurred by said District, the Engineer, and their Consultants and Subconsultants for the project in enforcing the provisions of this Article.
- c. The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor or other person or organization under the workers' compensation act, disability benefit acts, or other employee benefit acts.

6.15 Contractor's Daily Reports:

The Contractor shall complete consecutively numbered daily reports indicating manpower and narrative description of work performed, serviceable major equipment in use, serviceable major equipment idled, serviceable major equipment down for repairs, subcontractors working at the site, weather conditions, and date. In addition, when required by the Engineer, the Contractor shall complete and submit to the Engineer Daily Work Reports. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Engineer, and shall be submitted to the Engineer at the conclusion of each work day.

6.16 Assignment of Contract:

The Contractor shall not assign, sublet, sell, transfer or otherwise dispose of the Contract or any portion thereof or its right, title, or interest therein, or obligations thereunder, without written consent of the District, except as imposed by law. If the Contractor violates this provision, the Contract may be terminated at the

option of the District. In such event, the District shall be relieved of all liability and obligations to the Contractor and to its assignee or transferee, growing out of such termination.

ARTICLE 7 – OTHER WORK

7.1 Related Work at Site:

- a. The District may perform other work related to the Project at the site by the District's own forces, have other work performed by utility owners, or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the Contractor prior to starting any such other work.
- b. The Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the District, if the District is performing the additional work with the District's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. The Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work the written consent of the Engineer and the others whose work will be affected.
- c. If any part of the Contractor's work depends for proper execution or results upon the work of any such other contractor or utility owner(or the District), the Contractor shall inspect and promptly report to the Engineer in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The Contractor's failure to so report will constitute an acceptance of the other work as fit and proper for integration with the Contractor's Work except for latent or nonapparent defects and deficiencies in the other work.

7.2 Coordination:

The District or its Agent is implementing a Construction Quality Assurance Monitoring and Reporting Plan for the Project. The Contractor shall properly coordinate its operations with the On-Site Owner's Representative being provided by the District or its Agent.

ARTICLE 8 – DISTRICT'S RESPONSIBILITIES

8.1 Communications:

The District shall issue all its communications to the Contractor through the Engineer.

8.2 Payments:

The District shall make payments to the Contractor as provided in Article 14.

8.3 Lands, Easements, and Surveys:

The District's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Article 4. The District shall identify and make available to the Contractor copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by the Engineer in preparing the Drawings and Specifications.

8.4 Change Orders and Work Directive Changes:

The District shall execute Change Orders and Work Directive Changes as indicated in Article 10.1d, herein.

8.5 Inspections and Tests:

The District's responsibility in respect of certain inspections, tests and approvals is set forth in Article 13.3b, herein.

8.6 Suspension of the Work:

In connection with the District's right to stop work or suspend work, see Articles 13.4 and 15.1, herein. Articles 15.2 and 15.3 deal with the District's right to terminate services of the Contractor under certain circumstances.

ARTICLE 9 – THE ENGINEER'S STATUS DURING CONSTRUCTION

9.1 District's Representative:

The Engineer will be the District's representative during the construction period acting through the authorized Resident Project Representative. Where provided in the Supplementary General Conditions, the duties and responsibilities and the limitations of authority of the Engineer as the District's representative during construction shall be as set forth in the Supplementary General Conditions.

9.2 Visits to Site:

The Engineer will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. However, the authorized Resident Project Representative will provide continuous or intermittent observation of the Work if so specified in the Supplementary General Conditions.

9.3 Project Representation:

- a. The District or the Engineer may furnish a Resident Project Representative to assist in observing the performance of the Work. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and assistants shall be as provided in the Supplementary General Conditions.
- b. The Resident Project Representative (RPR), who is the District's onsite representative, will be the General Manager of the Vandenberg Village Community Services District, Lompoc, California, or his assigned Representative, and will confer with the Engineer and the District regarding its actions. The Resident Project Representative's dealings in matters pertaining to onsite work shall in general only be with the District through its Engineer or General Manager and the Contractor, and dealings with subcontractors shall only be through or with the full knowledge and consent of the Contractor. Written communication with the District shall only be addressed to the Engineer or the RPR and shall be submitted or delivered through the Resident Project Representative.

9.4 Clarifications and Interpretations:

The Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.5 Authorized Variations in Work:

The Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field

Order and will be binding on the District, and also on the Contractor who shall perform the Work involved promptly. If the Contractor believes that a Field Order justifies a change in the Contract Price or an adjustment of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefore as provided in Article 11 or Article 12, herein.

9.6 Rejecting Defective Work:

The Engineer will have authority to disapprove or reject Work which the Engineer believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Article 13.3g, herein, whether or not the Work is fabricated, installed or completed.

9.7 Contractor Submittals, Change Orders, and Payments:

- a. The Engineer will review all the Contractor submittals, including shop drawings, samples, substitutes, or "or equal" items, etc., in accordance with the procedures set forth in the General Requirements of the Technical Specifications.
- b. In connection with the Engineer's responsibilities as to Change Orders, see Articles 10, 11 and 12, herein.
- c. In connection with the Engineer's responsibilities in respect of Applications for Payment, see Article 14, herein.

9.8 Decisions or Disputes:

- a. The Engineer shall be, the initial interpreter of the requirements of the Contract Documents and the judge of the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work; the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work; and those claims under Articles 11 and 12, herein, in respect to changes in the Contract Price or the Contract Time will be referred initially to the Engineer in writing with a request for formal decision in accordance with this Article, which the Engineer will render in writing within 30 days of receipt of the request. Written notice of each such claim, dispute, and other matter shall be delivered by the Contractor to the Engineer promptly (but in no event later than 15 days) after the occurrence of the event giving rise thereto. Written supporting data shall be submitted to the Engineer within 60 days after such occurrence unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim.
- b. When functioning as initial interpreter and judge, the Engineer will not show partiality to the District or the Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by the Engineer with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Article 14.12) will be a condition precedent to any exercise by the District or the Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute, or other matter.

9.9 Limitations on the Engineer's Responsibilities:

- a. Neither the Engineer's authority to act under this Article 9 or other provisions of the Contract Documents nor any decision made by the Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any Supplier, any surety for any of them, or for any other person or organization performing any of the Work.
- b. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the Engineer as to the

Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Articles 9.9c or 9.9d, herein.

- c. Except as may be otherwise specified in the Technical Specifications, the Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and the Engineer will not be responsible for the Contractor's failure to perform or finish the Work in accordance with the Contract Documents.
- d. The Engineer shall not be responsible for the acts or omissions of the Contractor nor of any Subcontractor, Supplier, or any other person or organization performing any of the Work.

ARTICLE 10 – CHANGES IN THE WORK

10.1 General:

- a. Without invalidating the Agreement and without notice to any surety, the District may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by a Change Order or a Work Directive Change issued by the Engineer or the District. Upon receipt of either such document, the Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents.
- b. If the District and the Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Article 11 or Article 12, herein.
- c. The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented by Change Order, except in the case of an emergency and except in the case of uncovering Work as provided in Article 13.3, herein.
- d. The District and the Contractor shall execute appropriate Change Orders covering the following:
 - 1. Changes in the Work which are ordered by the District pursuant to Article 10.1a, herein;
 - 2. Changes required because of acceptance of defective work under Article 13.7, herein;
 - 3. Changes in the Contract Price or Contract Time which are agreed to by the parties;
 - 4. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by the Engineer pursuant to Article 9.8, herein; and
 - 5. Any other changes agreed to by the parties.
- e. If notice of any change is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly.

10.2 Allowable Quantity Variations on Unit Price Contracts:

In the event of an increase or decrease in a bid item quantity of a unit price contract, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Unit Price may be made for changes which result in an

increase or decrease in the quantity of any unit price bid item of the Work in excess of 25 percent, or for eliminated items of work.

10.3 Increases of More Than 25 Percent on Unit Price Contracts:

- a. On a unit price contract, should the total quantity of any item of work required under the Contract exceed the Engineer's Estimate therefor by more than 25 percent, the work in excess of 125 percent of such estimate and not covered by an executed contract Change Order specifying the compensation to be paid therefor will be paid for by adjusting the Contract Unit Price, as hereinafter provided, or at the option of the District, payment for the work involved in such excess will be made on the basis of force account as provided in Article 11, herein, Conditions.
- b. Such adjustment of the Contract Unit Price will be the difference between the Contract Unit Price and the actual unit cost; which will be determined as hereinafter provided, of the total pay quantity of the item. If the costs applicable to such item of work include fixed costs, such fixed costs shall be deemed to have been recovered by the Contractor by the payments made for 125 percent of the Engineer's Estimate of the quantity for such item, and in computing the actual unit cost, such fixed costs will be excluded. Subject to the above provisions, such actual unit cost will be determined by the Engineer in the same manner as if the work were to be paid for on a force account basis as provided in Article 11, herein, or such adjustment will be as agreed to by the Contractor and the District.

10.4 Decreases of More Than 25 Percent on Unit Price Contracts:

- a. On unit price contracts, should the total pay quantity of any item of work required under the contract be less than 75 percent of the Engineer's Estimate therefor, an adjustment in compensation pursuant to this Section will not be made unless the Contractor so requests in writing. If the Contractor so requests, the quantity of said item performed, unless covered by an executed contract change order specifying the compensation payable therefor, will be paid for by adjusting the Contract Unit Price as hereinafter provided, or at the option of the Engineer, payment for the quantity of the work of such item performed will be made on the basis of force account as provided in Article 11, herein; provided however, that in no case shall the payment for such work be less than that which would be made at the Contract Unit Price.
- b. Such adjustment of the contract unit price will be the difference between the contract unit price and the actual unit cost, which will be determined as hereinafter provided, of the total pay quantity of the item, including fixed costs. Such actual unit cost will be determined by the Engineer in the same manner as if the work were to be paid for on a force account basis as provided in Article 11 of the General Conditions; or such adjustment will be as agreed to by the Contractor and the District.
- c. The payment for the total pay quantity of such item of work will in no case exceed the payment which would be made for the performance of 75 percent of the Engineer's Estimate of the quantity for such item at the original Contract Unit Price.

10.5 Eliminated Items on Unit Price Contracts:

- a. On unit price contracts, should any contract item of the Work be eliminated in its entirety, in the absence of an executed contract Change Order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated contract item if incurred prior to the date of notification in writing by the Engineer of such elimination.
- b. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the Engineer, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the District and the actual cost of any further handling will be paid for by the District. If the material is returnable to the vendor and if the Engineer so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for.

- c. The actual costs or charges to be paid by the District to the Contractor as provided in this Article 10 will be computed in the same manner as if the work were to be paid for on a force account basis as provided in Article 11 of the General Conditions.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

11.1 General:

- a. The Contract Price constitutes the total compensation (subject to District-authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at its own expense without change in the Contract Price.
- b. The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to the Engineer promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by the Engineer in accordance with Article 9.8, herein, if the District and the Contractor cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Article 11.1b.
- c. The value of any Work covered by a Change Order or Work Directive Change or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - 2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Article 11.4, herein).
 - 3. On the basis of the Cost of the Work (determined as provided in Articles 11.2 and 11.3, herein), plus the Contractor's Fee for overhead and profit (determined as provided in Article 11.4, herein).

11.2 Cost of Work (Based on Time, Materials, and Equipment and Contractor's Overhead and Profit):

- a. General: The term "Cost of Work" shall mean the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, and equipment plus Contractor's overhead, and profit in the proper performance of work. Except as otherwise may be agreed to in writing by the District, such costs shall be in amounts no higher than those prevailing in the locality of the Project.
- b. Labor: The cost of labor used in performing work by the Contractor, a subcontractor, or other forces will be the sum of the following:
 - 1. The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when determined by the Engineer that the services of foremen do not constitute a part of the overhead allowance as defined in Article 11.4, herein.

2. To the actual wages, as defined in Article 11.2b.(1), herein, will be added a labor surcharge set forth in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rates, which is in effect on the date upon which the Work is accomplished and which is hereby included as a part of these General Conditions by this reference thereto. Said labor surcharge shall constitute full compensation for all payments imposed by the State and Federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined in Article 11.2b(1), herein, and subsistence and travel allowance as specified in Article 11.2b(3), herein.
 3. The amount paid for subsistence and travel required by collective bargaining agreements, or in accordance with the regular practice of the employer.
 4. At the beginning of the extra work and as later requested by the Engineer, the Contractor shall furnish the Engineer proof of labor compensation rates being paid.
- c. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:
1. Trade discounts available to the purchaser shall be credited to the District notwithstanding the fact that such discounts may not have been taken by the Contractor.
 2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Markup except for actual costs incurred in the handling of such materials will not be allowed.
 3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
 4. If in the opinion of the Engineer the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount. The District reserves the right to furnish materials for the extra work and no claim shall be made by the Contractor for costs, overhead, and profit on such materials.
- d. Equipment: The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the District for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, an equitable rental rate for the equipment will be established by the Engineer. Whenever under the terms of this Contract the Contractor is entitled to additional payment for the use of rental equipment, the Contractor will be paid for the use of the Equipment at the rental rate listed for such equipment specified in the current edition of the following reference publication: "Labor Surcharge and Equipment Rental Rates" as published by the State of California, Department of Transportation, Sacramento, CA.
1. The Contractor may furnish cost data which might assist the Engineer in the establishment of the rental rate.
 2. All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used.
 3. Before construction equipment is used on the extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall

furnish to the Engineer, in duplicate, a description of the equipment and its identifying number.

4. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 5. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
 6. Rental time will not be allowed while equipment is inoperative due to breakdowns.
- e. Equipment on the Work: The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work.
1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation.
 2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation.
 3. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the Contractor will be paid for the equipment and operator, as set forth in Subparagraphs (4), (5), and (6), following:
 4. Payment for the equipment will be made in accordance with the provisions in Article 11.2d, herein.
 5. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the Work, or in the absence of such labor, established by collective bargaining agreements for the type of workmen and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Article 11.2b, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to on behalf of workers other than actual wages.
 6. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Article 11.4, herein.

11.3 Special Services:

- a. Special work or services are defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following may be considered by the Engineer in making estimates for payment for special services:

1. When the Engineer and the Contractor, by agreement, determine that a special service or work is required which cannot be performed by the forces of the Contractor or those of any of its subcontractors, the special service or work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Engineer, invoices for special services or work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
 2. When the Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work maybe accepted without detailed itemization.
 3. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 11.4, herein, an allowance of 5 percent will be added to invoices for special services.
- b. All work performed hereunder shall be subject to all of the provisions of the Contract Documents and the Contractor's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the District for review prior to the performance of any work hereunder.

11.4 Contractor's Overhead and Profit:

- a. Work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the Engineer, plus allowances for overhead and profit. For extra work involving a combination of increases and decreases in the Work the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, office expense, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraphs 11.2b, c, and d, herein including extended overhead and home office overhead. The allowance for overhead and profit will be made in accordance with the following schedule:

ACTUAL	OVERHEAD NECESSARY AND PROFIT COST ALLOWANCE
Labor	20 percent
Materials	15 percent
Equipment	15 percent

To the sum of the costs and markups provided for in this Article, one percent shall be added as compensation for bonding.

- b. It is understood that labor, materials, and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When all or any part of the extra work is performed by a subcontractor, the allowance specified herein shall be applied to the labor, materials, and equipment costs of the subcontractor, to which the Contractor may add 5 percent of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the 5-percent increase above the subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only for each separate work transaction. No markup allowance will be made for sub-sub-contractors or below.

11.5 Records:

- a. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of each separate item of extra work, disputed work, emergency work, or other work paid for on a Cost of Work basis and the costs of other operations.

- b. From the foregoing records, the Contractor shall furnish the Engineer completed Daily Work Reports, on forms furnished by the District, for each days work or portion of each day's work to be paid for on a Cost of Work basis. The Daily Work Reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces, except for charges described in Article 11.3, "Special Services." The Daily Work Reports shall provide names or identifications and classifications of all workmen, the hourly rate of pay and hours worked by each, and also the size, type, and identification number of equipment, and the hours operated.
- c. Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the Daily Work Reports, or if not available, they shall be submitted with subsequent Daily Work Reports. Should said vendor's invoices not be submitted within 60 days after the delivery of the material or within 15 days after the acceptance of the Contract, whichever occurs first, the District reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials were available quantities concerned delivered to the location of work less any discounts as provided in Article 11.2(c), herein.
- d. Said Daily Work Reports shall be signed by the Contractor or its authorized representative.
- e. The Engineer will compare his or her records with the completed Daily Work Reports furnished by the Contractor and make any necessary adjustments. When these Daily Work Reports agreed upon and signed by both parties, said reports shall become the basis of payment for the performed, but shall not preclude subsequent adjustment base later audit by the District.
- f. The Contractor's cost records pertaining to work paid for on a Cost of Work basis open to inspection or audit by representative District, during the life of the contract and period of not less than 3 years after the acceptance thereof, and the Contractor shall such records for that period. Where payment or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives District on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

ARTICLE 12 – CHANGE OF CONTRACT TIME

12.1 General:

- a. The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to the Engineer promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Engineer in accordance with Article 9.8 if the District and the Contractor cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Article 12.1a.
- b. The Contract Time will be extended in an amount equal to time lost on the critical path due to delays beyond the control of the Contractor if a claim is made therefore as provided in Article 12.1a, herein. Such delays shall include acts by the District or others performing additional work as contemplated by Article 7, herein, or by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage, or freight embargoes.

- c. All time limits stated in the Contract Documents are of the essence of the Agreement.

12.2 Extensions of Time for Delay Due to Inclement Weather:

- a. Inclement weather is any weather condition or conditions resulting immediately there from, causing the Contractor to suspend construction operations or preventing the Contractor from proceeding with at least 75 percent of the normal labor and equipment force engaged on the Work.
- b. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which inclement weather, or the conditions resulting from the weather, or the condition of the Work prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the Contractor will not be charged for a working day whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.
- c. The Contractor's construction schedule shall be based upon the inclusion of his estimated number of days of inclement weather expected to be encountered during the specified contract term, based upon the U.S. Weather Bureau or Vandenberg Air Force Base records for the preceding 5-year period. Inclement weather shall be as defined in Article 12.2a of the General Conditions. Except for weather conditions encountered due to a delay caused by the District, which moves the construction term into a period of more severe weather, no request for an extension of contract time due to such weather delays will be considered until the actual number of such inclement weather days exceeds the number of days for a comparable time period computed from the U.S. Weather Bureau or Vandenberg Air Force Base 5-year average preceding this project. For computation of allowable inclement weather days under these provisions, comparison shall only be made on the basis of the total number of calendar days of such inclement weather encountered during the entire contract time, not on the basis of time lost in any individual month.

ARTICLE 13 – WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.1 Warranty and Guarantee:

The Contractor warrants and guarantees to the District and the Engineer that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects known to the District or the Engineer shall be given to the Contractor. Neither the right to inspect, nor the presence of inspectors, the Engineer, consultants, or testing agencies hired by the District or the Engineer, nor their general review or approval shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

13.2 Access to Work:

The Engineer and the Engineer's representatives, other representatives of the District, testing agencies, and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspections, and testing. The Contractor shall provide proper and safe conditions for such access.

13.3 Tests and Inspections:

- a. The Contractor shall give the Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals, but in no event less than 24 hours notice.
- b. If Laws or Regulations of any public body having jurisdiction other than the District require any Work (or part thereof) to specifically be inspected, tested, or approved, the Contractor shall pay all costs in connection therewith and shall furnish the Engineer the required certificates of inspection, testing, or acceptance. The Contractor shall also be responsible for and shall pay all costs in

connection with any inspection or testing required in the District's or the Engineer's acceptance of a Supplier of materials or equipment proposed as a substitution or "or equal" to be incorporated in the Work, or of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents will be paid by the District (unless otherwise specified).

- c. The Engineer will make, or have made, such inspections and tests as the Engineer deems necessary to see that the Work is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the District. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the cost of corrective measures deemed necessary by the Engineer, as well as the cost of subsequent re-inspection and retesting. Neither observations by the Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractor's obligation to perform the Work in accordance with the Contract Documents.
- d. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Engineer.
- e. If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the Engineer, it shall, if requested by the Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of the Contractor's intention to perform such test or to cover the same and the Engineer has not acted with reasonable promptness in response to such notice.
- f. If any work is covered contrary to the written request of the Engineer, it shall, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.
- g. If the Engineer considers it necessary or advisable that covered work be observed by the Engineer or inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing, as the Engineer may require, that portion of the Work in question and shall furnish all necessary labor, material, and equipment. If it is found that such work is defective, the Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals. However, if such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price for such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof the Contractor may make a claim therefor as provided in Articles 11 and 12, herein.
- h. The Contractor shall cooperate with and shall coordinate with District personnel or their authorized representatives in their efforts to carry out video taping and or photography of the project.

13.4 District May Stop the Work:

If the Work is defective, or the Contractor fails to perform the Work in such a way that the completed Work will not conform to the Contract Documents, the District may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the District to stop the Work shall not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor or any other party.

13.5 Correction or Removal of Defective Work

If required by the Engineer, the Contractor shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, the Contractor shall remove it from the site and replace it with non-defective Work. The Contractor shall bear all direct indirect,

and consequential costs of such correction or removal, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, made necessary thereby.

13.6 One Year Correction Period:

- a. If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to District and in accordance with District's written instructions, either correct such defective Work, or, if it has been rejected by District, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement, including but not limited to fees and charges of architects, engineers, attorneys and other professionals, shall be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Contract Documents.
- b. Unless otherwise provided in the Supplementary General Conditions, the Contractor shall provide a post-construction extension of the performance and payment bonds in the amount of 100 percent of the Contract Price, to cover all correction and repairs or other corrective work required hereunder, and shall maintain such Bond in full force and effect for one full year following the Notice of Completion.

13.7 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, the District prefers to accept the Work, the District may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the District's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the District shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 14 – PAYMENTS TO THE CONTRACTOR AND COMPLETION

14.1 Schedule of Values (Lump-Sum Price Breakdown):

The schedule of values or Lump-sum price breakdown established as provided for in the Contract Documents shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Engineer.

14.2 Unit Price Bid Schedule:

Progress payments on account of unit-price work will be based upon the number of units completed. rices Bid Per Unit will be paid based on final installed quantities accepted and measured by the owner.

14.3 Application for Progress Payment:

- a. Unless otherwise prescribed by law, on the 25th of each month, the Contractor shall submit to the Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- b. The Application for Payment shall identify, as a sub-total, the amount of the Contractor' s Total Earnings to Date, plus the Value of Materials at the site which have not yet been incorporated into the Work, and less a deductive adjustment for materials installed which were not previously

incorporated into the Work, but for which payment was allowed under the provisions for payment for Materials Stored at the Site, but not yet incorporated in the Work.

- c. The Net Payment Due to the Contractor shall be the above-mentioned sub-total from which shall be deducted the amount of retainage specified in the Contact Documents, and the total amount of all previous payments made to the Contractor. In addition to the provisions of Article 14.9 of the General Conditions for withholding of funds from the Final Payment, the District may retain a portion of the amount of each progress payment otherwise due to the Contractor, as follows:
 1. The District may retain 10 percent of each approved progress payment until the Work is 50 percent complete; then, the District may at its option suspend further retainment until the final progress payment.
 2. The District reserves the right to reinstate up to 10 percent retainment of the total of the Work done if the District determines, at its discretion, that the Contractor is not performing the Work satisfactorily, or there is other specific cause for such retainment.
- d. Except as otherwise provided in the Supplementary General Conditions, the value of Materials Stored at the Site shall be an amount equal to the specified percentage of value of such materials as set forth in the Supplementary General Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item of material or equipment has a value of more than \$5000 and will become a permanent part of the Work. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the Contractor has received the materials and equipment free and clear of all Stop Notice claims, charges, security interests, and other encumbrances. and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the Districts interest therein, all of which must be satisfactory to the District.
- e. For all long lead purchases of electrical and mechanical building equipment that has been delivered to the site and safely and securely stored in accordance with the requirements of Section titled, Materials and Equipment, the District will pay 100 percent of the Supplier's invoice price to the Contractor; provided that no separate payment will be made for any materials, equipment, or components thereof, whose value is less than \$5,000 dollars.

14.4 Contractor's Warranty of Title:

The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the District no later than the time of final payment free and clear of all Stop Notice claims.

14.5 Review of Applications for Progress Payments:

- a. The Engineer will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the District, or return the Application to the Contractor indicating in writing the Engineer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and promptly resubmit the Application. Thirty-five days after presentation of the Application for Payment with the Engineer's recommendation, the amount recommended will (subject to the provisions of Article 14.Sb) become due and when due will be paid by the District to the Contractor.
- b. The District may refuse to make payment of the full amount recommended by the Engineer because claims have been made against the District on account of the Contractor's performance of the Work or Stop Notices have been filed pursuant to the provisions of Section 3179 et seq. of the California Civil Code in connection with the Work, or there are other items entitling the District to a credit against the amount recommended, as provided in Article 14.9(b), herein, but the

District must give the Contractor written notice within 7 days (with a copy to the Engineer) stating the reasons for such action.

14.6 Beneficial Use or Occupancy and Partial Utilization:

- a. Partial Utilization: The District shall have the right to utilize or place into service any item of equipment or other usable portion of the Work prior to completion of the Work. Whenever the District plans to exercise said right, the Contractor will be notified in writing by the District, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service.
- b. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all items or portions of the Work to be partially utilized shall be borne by the Contractor. Upon issuance of said written notice of partial utilization, the District will accept responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice.
- c. Beneficial Use or Occupancy: The District shall have the right, at its option and convenience, to occupy or otherwise make use of all or any part of the project premises at any time prior to substantial completion, upon 14 days written notice to the Contractor. Beneficial occupancy or use shall be subject to the following conditions:
 1. The District shall use its best efforts to prevent occupancy from interfering with the conduct of the Contractor's remaining work;
 2. The Contractor shall not be required to repair damage to the premises if the same was caused by the District's occupancy or use;
 3. The one-year correction period for those portions of the premises occupied and equipment used by the District shall start as of the date of actual occupancy or use;
 4. Occupancy or use shall not constitute acceptance by the District either of the completed work or any portion thereof, nor will it relieve the Contractor from full responsibility for correcting defective work or materials found before completion and acceptance of all the work during the period specified in Article 13.6, herein;
 5. Occupancy or use shall not be deemed to be the equivalent of filing a Notice of Completion or a Cessation of Labor,
 6. There shall be no added cost to the District due to pre-completion occupancy or use;
 7. The Contractor and its surety shall execute a "No Change in Price" Change Order prepared pursuant to this Article 14.6;
 8. Effective 12:01 a.m. standard time at the project site at the date of beneficial occupancy or use stipulated in the Change Order, the Contractor shall be released from the obligations of maintaining fire and extended coverage insurance covering those portions of the premises occupied by the District pursuant to this Article 14, but shall maintain all other insurance required by the Contract in full force and effect. The District shall obtain fire and extended coverage insurance or maintain equivalent self-insurance covering those portions of the premises occupied or used pursuant to this Article 14.6.

14.7 Substantial Completion:

- a. When the Contractor considers the Work ready for its intended use, the Contractor shall notify the District and the Engineer in writing that the Work is substantially complete and request that the Engineer prepare a Notice of Completion. Within a reasonable time thereafter, the District, the Contractor, and the Engineer shall make an inspection of the Work to determine the status of completion. If the Engineer does not consider the Work substantially complete, the Engineer will

notify the Contractor in writing, giving the reasons therefor. If the Engineer considers the Work substantially complete, the Engineer will prepare and deliver to the District for its execution and recordation the Notice of Completion signed by the District, the Engineer, and the Contractor, which shall fix the date of Substantial Completion. As applicable, there shall be attached to said Notice a list of items to be completed or corrected before release of retainage or funds withheld to secure payment for such items remaining to be completed or corrected.

- b. Completion shall mean Substantial completion, which shall mean substantial performance of the Contract as defined in Black's Law Dictionary 4th Edition, by West Publishing Co., St. Paul Minn., See definition of "Completion" and "Substantial Completion" in Article 1, herein.

14.8 Final Application for Payment:

After the Contractor has completed all such correction work referred to in Article 14.7, herein, and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in the General Requirements) and other documents, all as required by the Contract Documents, and after the Engineer has indicated that the Work is acceptable, the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the District) of all liens arising out of or filed in connection with the Work.

14.9 Final Payment and Acceptance:

- a. If, on the basis of the Engineer's observation of the Work during construction and final inspection, and the Engineer's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the Engineer is satisfied that the Work has been substantially completed, and the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer will, within 14 days after receipt of the final Application for Payment, indicate in writing the Engineer's recommendation of payment and present the Application to the District for payment.
- b. After acceptance of the Work by the District's governing body, the District will make final payment to the Contractor of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
 - 1. Liquidated damages, as applicable.
 - 2. Two times the value of outstanding items of correction work or punch list items indicated on the Notice of Completion as being yet uncompleted or uncorrected, as applicable. All such work shall be completed or corrected to the satisfaction of the District within the time stated on the Notice of Completion, otherwise the Contractor does hereby waive any and all claims to all monies withheld by the District to cover the value of all such uncompleted or uncorrected items.

14.10 Release of Retainage and Other Deductions:

Within 60 days after the date of completion of the work of improvement, the retention withheld by the District shall be released. In the event of a dispute between the District and the original contractor, the District may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. For purposes of this subdivision, "completion" means any of the following:

- 1. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the District, or its agent, accompanied by cessation of labor on the work of improvement.
- 2. The acceptance by the District, or its agent, of the work of improvement.
- 3. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the contractor.

4. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the District files for record a notice of cessation or a notice of completion.
5. Subject to subdivision (e), within seven days from the time that all or any portion of the retention proceeds are received by the original contractor, the original contractor shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by the original contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.
6. The original contractor may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the original contractor. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.
7. In the event that retention payments are not made within the time periods required by this section, the District or original contractor withholding the unpaid amounts shall be subject to a charge of 2 percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

14.11 Contractor's Continuing Obligation:

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Engineer, nor the issuance of a Notice of Completion, nor any payment by the District to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the District, nor any act of acceptance by the District nor any failure to do so, nor any review and approval of a Shop Drawing or sample submittal, will constitute an acceptance of work nor in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

14.12 Final Payment Terminates Liability of the District:

Final payment is defined as the last progress payment made to the Contractor for earned funds, less retainage or other withheld funds, as applicable, including the deductions listed in Article 14.9b, herein. The acceptance by the Contractor of the final payment referred to in Article 14.9 herein, shall be a release of the District and its agents from all claims of liability to the Contractor for anything done or furnished for, or relating to, the Work or for any act or neglect of the District or of any person relating to or affecting the Work, except demand⁸ made against the District for the remainder, if any, of the amounts kept or retained under the provisions of Article 14.9, herein; and excepting all pending, unresolved claims filed prior to the date of the Notice of Completion.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.1 Suspension of Work by District:

The District, acting through the Engineer, may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to the Contractor. The Contractor shall resume the Work on receipt from the Engineer of a Notice of Resumption of Work. The Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the Contractor makes an approved claim therefor as provided in Articles 11 and 12, herein.

15.2 Termination of Agreement by District (Contractor Default):

- a. In the event of default by the Contractor, the District may give 10 days written notice to the Contractor of District's intent to terminate the Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be considered a default by the Contractor whenever the Contractor shall:

1. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;
 2. Fail to provide materials or workmanship meeting the requirements of the Contract Documents;
 3. Disregard or violate provisions of the Contract Documents or Engineer's instructions;
 4. Fail to prosecute the Work according to the approved construction schedule; or
 5. Fails to provide a qualified, full-time Superintendent or Project Manager at the site, competent workers, or materials or equipment meeting the requirements of the Contract Documents. If the Contractor fails to remedy the conditions constituting default within the time allowed, the District may then issue the Notice of Termination.
- b. In the event that the Agreement is terminated in accordance with Article 15.2a, herein, the District shall have the right to take possession of the Work and may complete the Work by whatever method or means the District may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds that balance which would have been due, the Contractor shall pay the excess amount to the District. If such cost is less than the balance which would have been due, the Contractor shall not have claim to the difference.

15.3 Termination of Agreement by District (For Convenience):

The District may terminate the Agreement at any time if it is found that reasons beyond the control of either the District or the Contractor make it impossible or against the District's interests to complete the Work. In such a case, the Contractor shall have no claims against the District except: (1), for the value of the work performed up to the date the Agreement is terminated; and (2), for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated, which would have been needed in the Work and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the Engineer in accordance with the procedure prescribed for the making of the final application for payment and payment under Articles 14.8 and 14.9, herein.

15.4 Termination of Agreement by Contractor

The Contractor may terminate the Agreement upon 14 days written notice to the District, whenever:

1. The Work has been suspended under the provisions of Article 15.1, herein, for more than 90 consecutive days through no fault or negligence of the Contractor, and notice to resume work or to terminate the Agreement has not been received from the District within this time period; or
2. The District should fail to pay the Contractor any monies due him in accordance with the terms of the Contract Documents and within 60 days after presentation to the District by the Contractor of a request therefore, unless within said 14-day period the District shall have remedied the condition upon which the payment delay was based.

In the event of such termination, the Contractor shall have no claim against the District except for those claims specifically enumerated in Article 15.3, herein, and as determined in accordance with the requirements of said Article.

ARTICLE 16 – RESOLUTION OF CONSTRUCTION CLAIMS

- a. Any question about interpretation or clarification, disagreement, or claim that has been timely referred to the Engineer in accordance with Article 9.8, except any which have been waived by the

making or accepting of final payment, shall upon timely demand of either party be subject to resolution under the following provisions and the provisions of Article 18.17, herein.

- b. No demand for arbitration or litigation may be made until the earlier of the following listed times:
 - 1. The date on which the Engineer has issued a written decision as provided in Article 9.8a.
 - 2. The sixty-first day after the date of the Engineer's receipt of a claim or dispute, or for an adjustment of contract terms, or both, if a decision has not been issued by that date.
- c. Pending a resolution of the claim or dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Engineers decision unless the parties to this contract otherwise agree in writing.

ARTICLE 17 – MISCELLANEOUS

17.1 Giving Notice:

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.2 Title to Materials Found on the Work:

The District shall have the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from excavations and other operations connected with the Work. Unless otherwise specified in the Contract Documents, neither the Contractor nor any subcontractor shall have any right, title, or interest in or to any such materials. The Contractor will be permitted to use in the Work, without charge, any such materials which meet the requirements of the Contract Documents.

17.3 Right to Audit

If the Contractor submits a claim to the District for additional compensation, the District shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plants, or such parts thereof, as may have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the District deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the District for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the District.

ARTICLE 18 – CALIFORNIA STATE REQUIREMENTS

18.1 State Wage Determinations:

- a. As required by Sections 1770 and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the District, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.

- b. The Contractor shall, as a penalty to the District, forfeit \$50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for such work or craft in which such worker is employed for any public work done under the contract by him or by any subcontractor under him.

18.2 Workers' Compensation:

- a. In accordance with the provisions of Section 3700 of the California Labor Code, the Contractor shall secure the payment of compensation to its employees.
- b. Prior to beginning work under the Contract, the Contractor shall sign and file with the District the following certification:

"I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the Work of this Contract"

- c. Notwithstanding the foregoing provisions, before the Contract is executed on behalf of the District, a bidder to whom a contract has been awarded shall furnish satisfactory evidence that it has secured in the manner required and provided by law the payment of workers' compensation.

18.3 Apprentices on Public Works:

The Contractor shall comply with all applicable provisions of Section 1777.5 and 1777.6 of the California Labor Code relating to employment of apprentices on public works.

18.4 Working Hours:

The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the District, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such work receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

18.5 Contractor Not Responsible For Damage Resulting From Certain Acts of God:

As provided in Section 7104 of the California Public Contract Code, (Chapter 694, A.B. No. 3416, Stats. of 1990), the Contractor shall not be responsible for the cost of repairing or restoring damage to the Work which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the Work damaged was built in accordance with accepted and applicable building standards and the plans and specifications of the District. The Contractor shall obtain insurance to indemnify the District for any damage to the Work caused by an act of God if the insurance premium is a separate bid item in the bidding schedule for the Work. For purposes of this section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter scale, and tidal waves.

18.6 Notice of Completion:

In accordance with the Sections 3086 and 3093 of the California Civil Code, within 10 days after date of acceptance of the Work by the District, the District will file, in the County Recorder's office, a Notice of Completion of the Work.

18.7 Unpaid Claims:

If, at any time prior to the expiration of the period for service of a Stop Notice, there is served upon the District a Stop Notice as provided in Sections 3179 through 3210 of the Civil Code of the State of California, the District shall, until the discharge thereof withhold from the moneys under its control so

much of said moneys due or to become due the Contractor under this Contract as shall be sufficient to answer the claim stated in such stop notice and to provide for the reasonable cost of any litigation there under, provided, that if the Engineer shall, in its discretion, permit the Contractor to file with the District the bond referred to in Section 3196 of the Civil Code of the State of California, said moneys shall not thereafter be withheld on account of such Stop Notice.

18.8 Concrete Forms, Falsework, and Shoring:

The Contractor shall comply fully with the requirements of Section 1717 of the Construction Safety Orders, State of California, Department of Industrial Relations, regarding the design of concrete forms, false work and shoring, and the inspection of same prior to placement of concrete. Where the said Section 1717 requires the services of a civil engineer registered in the State of California to approve design calculations and working drawings of the false work or shoring system, or to inspect such system prior to placement of concrete, the Contractor shall employ a registered civil engineer for these purposes, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents.

18.9 Retainage From Monthly Payments:

Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money withheld by the District to insure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement for in-lieu construction payment retention provided by the District between the escrow agent and the District which provides that no portion of the securities shall be paid to the Contractor until the District has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The District will not certify that the Contract has been satisfactorily completed until at least 30 days after filing by the District of a Notice of Completion. Securities eligible for investment under Public Contract Code Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit.

18.10 Public Works Contracts; Assignment to Awarding Body:

In accordance with Section 7103 of the California Public Contract Code (Stats. of 1990), the Contractor and Subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

18.11 Payroll Records; Retention; Inspection; Noncompliance Penalties; Rules and Regulations:

- a. Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- b. The payroll records enumerated under Article 18.11a shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 2. A certified copy of all payroll records enumerated in Article 18.11a, herein, shall be made available for inspection or furnished upon request to a representative of the body

awarding the contract, the Division of Labor Standards enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

3. A certified copy of all payroll records enumerated in Article 18.11a, herein, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Articles 18.11a(2), herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
- c. Each contractor shall file a certified copy of the records, enumerated in Article 18.11a, herein, with the entity that requested the records within 10 days after receipt of a written request.
 - d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.
 - e. The Contractor shall inform the body awarding the contract of the location of the records enumerated under Article 18.11a, herein, including the street address, city and county, and shall, within 5 working days, provide a notice of a change of location and address.
 - f. In the event of noncompliance with the requirements of this Section, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Section. Should noncompliance still be evident after the 10-day period, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit 25 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
 - g. A copy of all payrolls shall be submitted weekly to the Engineer. Payrolls shall contain the full name, address and social security number of each employee, his or her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employees address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or its agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. "The Statement of Compliance" shall be on forms furnished by the District or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.
 - h. If by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the District will retain an amount equal to 10 percent of the estimated value of the work performed during the month from the next monthly estimate, except that such retention shall not exceed \$10,000 nor be less than \$1,000. Retention for failure to submit satisfactory payrolls shall be additional to all other Retention provided for in the contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

18.12 Cultural Resources:

The Contractors attention is directed to the provisions of the Clean Water Grant Program Bulletin 76A which augments the National Historic Preservation Act of 1966 (16 U.S.C. 470 as specified under Section entitled. "Temporary Environmental Controls" of the General Requirements.

18.13 Protection of Workers in Trench Excavations:

As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, the Contractor shall submit for acceptance by the District or by a registered civil or structural engineer, employed by the District, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the District, Engineer, or any of their officers, agents, representatives, or employees.

18.14 Travel and Subsistence Pay:

- a. As required by Section 1773.8 of the California Labor Code the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Article.
- b. To establish such travel and subsistence payments, the representative of any craft, classification or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

18.15 Removal, Relocation, or Protection of Existing Utilities:

- a. In accordance with the provisions of Section 4215 of the California Government Code, any contract to which a public agency as defined in Section 4401 is a party, the public agency shall assume the responsibility, between the parties to the contract, for the timely removal, Relocation, or protection of existing main or trunkline utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public agency in the plans and specifications made apart of the invitation for bids. The agency will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work.
- b. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or Relocation of such utility facilities.
- c. Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunk lines in the plans and specifications.

- d. If the Contractor while performing the contract discovers utility facilities not identified by the public agency in the contract plans or specifications, he or she shall immediately notify the public agency and utility in writing.
- e. The public utility, where they are the owner, shall have the sole discretion to perform repairs or Relocation work or permit the Contractor to do such repairs or Relocation work at a reasonable price.

18.16 Contracts for Digging Trenches or Excavations; Notice on Discovery of Hazardous Waste or Other Unusual Conditions; Investigations; Change Orders; Effect on Contract

As required under Section 7104 of the Public Contracts Code (Stats. of 1989), in any public works contract of a local public entity which involves the digging trenches or other excavations that extend deeper than four feet below the surface shall be subject to the following conditions: The Contractor shall promptly, and before the conditions specified in Article 4.6, herein, are disturbed, notify the public entity in writing, of any of the conditions described in Article 4.6, herein.

18.17 Resolution of Construction Claims:

- a. As required under Section 20104, et seq., of the California Public Contract Code (Stats. of 1990), any demand of \$375,000 or less, by the Contractor for a time extension, payment of money, or damages arising from the work done by or on behalf of the Contractor pursuant to this Contract; or payment of an amount which is disputed by the District shall be processed in accordance with the provisions of said Section 20104, et. seq., relating to informal conferences, non-binding judicially-supervised mediation, and judicial arbitration.
- b. A single written claim shall be filed under this Article prior to the date of final payment for all demand resulting out of the Contract.
- c. Within 30 days of the receipt of the claim, the District may request additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within 15 days after receipt of the request. The Contractor shall respond to the request within 30 days or receipt if the amount of the claim exceeds \$50,000, but is less than \$375,000.
- d. Unless further documentation is requested, the District shall respond to the claim within 45 days if the amount of the claim is less than \$50,000, or within 60 days if the amount of the claim is more than \$50,000 but less than \$375,000. If further documentation is requested, the District shall respond within the same amount of time taken by the Contractor to respond, or 15 days, whichever is greater, after receipt of the information if the claim is less than \$50,000. If the claim is more than \$50,000 but less than \$375,000 and further documentation is requested by the District, the District shall respond within the same amount of time taken by the Contractor to respond or 30 days, whichever is greater.
- e. If the Contractor disputes the District's response, or the District fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the District within 15 days after the deadline of the District to respond or within 15 days of the District's response, whichever occurs first. The District shall schedule the meet and confer conference within 30 days of the request.
- f. If the meet and confer conference does not produce a satisfactory request, the Contractor may pursue the remedies authorized by law.

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INSURANCE PROVISIONS

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

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

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)

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 Insurance or other form with a general aggregate limit 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 the Member Water 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.

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

1. The Vandenberg Village Community Services 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 Contractors; 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 the Vandenberg Village Community Services 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 the Vandenberg Village Community Services District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the Vandenberg Village Community Services 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 the Vandenberg Village Community Services 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 the Vandenberg Village Community Services District.

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.

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.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to the Vandenberg Village Community Services District.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the Vandenberg Village Community Services District. At the option of the Vandenberg Village Community Services District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

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 the Vandenberg Village Community Services District.

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.

Responsibility for Work - Until the completion and final acceptance by the Vandenberg Village Community Services 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-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

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 the Vandenberg Village Community Services District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse.¹ The Vandenberg Village Community Services 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 the Vandenberg Village Community Services District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the Vandenberg Village Community Services District.

The Contractor shall waive all rights of subrogation against the Vandenberg Village Community Services District, its directors, officers, employees, or authorized volunteers.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the Vandenberg Village Community Services 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 the Vandenberg Village Community Services 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.

The Contractor shall, upon demand of the Vandenberg Village Community Services District, deliver to the Vandenberg Village Community Services District such policy or policies of insurance and the receipts for payment of premiums thereon.

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 the Vandenberg Village Community Services District (if builder's risk insurance is applicable) to the Vandenberg Village Community Services District at least ten (10) days prior to the expiration date.

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.

Footnote 1 - Addition of earthquake and flood should be considered if loss potential from these perils is significant.

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

Specifications for Reline and Repaint
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VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

Paint and Coating Specifications for Reline and Repaint Interior and Exterior Coating - Water Tank 3

PART 1.0 - GENERAL

1.01 PURPOSE

The purpose of this specification is to establish the requirements for the relining, paint repair, and modification of the center vent of the Raw Water Storage Tank, also known as Water Tank No. 3. The Raw Water Storage Tank is a welded steel potable water standpipe Reservoir owned and operated by the Vandenberg Village Community Services District.

1.02 SCOPE OF WORK

- A. Provide and pay for all labor, equipment, materials, machinery, facilities, and services necessary to complete the work in accordance with these specifications.
- B. Work to be accomplished includes the removal of the exterior roof center vent hood and the replacement with a new center vent assembly that includes a fiberglass hood. The center vent assembly shall be designed to allow for in/out flow rates of 2500 gpm
- C. Work to be accomplished includes the closing of all shell vents with plates sealed using continuous welds, inside and out.
- D. Work to be accomplished includes the replacement of two brackets that support the aeration sprayers.
- E. Work to be accomplished includes the repair of a hole that has developed from corrosion on the interior steel overflow elbow pipe. The full extent of the repair to the corroded overflow may not be fully known until after the area has been abrasive blast cleaned of corrosion, but it is anticipated that the work will at least involve welding of a patch plate.
- F. The work includes the surface preparation and application of protective coatings to all specified surfaces of the tank structure, including all attachments, appurtenances, and accessories including the internal stainless steel ladder and newly installed items. The work includes all costs for the proper removal and disposal of all waste generated on the project.
- G. Work to be accomplished includes the complete removal of all existing interior coatings and replacement with an ANSI/NSF 61 Certified immersion grade epoxy liner. As part of this effort the contractor shall

apply caulking to the shell/roof interface, all roof plate lap seams, and other crevices that preclude proper coating application.

- H. Work to be accomplished involves the repair of all exterior paint, which includes the spot repair and overcoating of all exterior surfaces. The paint system to be installed shall be an epoxy/urethane system.

1.03 BACKGROUND

- A. The Raw Water Storage Tank is a welded steel above ground standpipe built by Chicago Bridge and Iron and installed in 1965. No legible information was available on the tank name plate, but the tank is approximately 40 feet in diameter by 54 feet high providing a nominal capacity of 500,000 gallons. The structure is the only tank on the site. The roof plates are supported externally by beam rafters and one internal center column. The tank has one 8' diameter center roof vent and 20 small vents (10" x 28") that are located immediately below the roof around the circumference of the upper course. There is one interior and one exterior ladder, each leading to the single roof access hatch. The internal ladder is uncoated stainless steel. The tank has internal PVC piping that runs horizontally across the tank above the highest water level. Flow rate from the tank to the filter plant ranges from 2100 to 2500 gpm.
- B. An inspection of the tank was completed in January of 2009 and the inspection report is available for review. It is believed that the interior linings are the original coatings applied, and that the only lining maintenance activities have involved minor spot repairs. All interior roof steel and center column surfaces are coated with what appears to be an epoxy, while the shell and tank bottom appear to be coated with a lining that has the characteristics of a rubberized coating. The exterior paint system on the roof, shell, and appurtenances are painted with what appears to be an alkyd paint system.
- C. Samples of the existing exterior coatings have been analyzed and found to contain very high levels of lead and other heavy metals. The results of this testing are reported in the following table.

Location	Lead (ppm)	Chromium (ppm)	Zinc (ppm)	Cadmium (ppm)
Exterior	26,000	160	890	None Detected

- D. The above information is provided for bidding purposes only. It is presumed that the interior lining also has some level of heavy metals. The contractor shall conduct his own tests to assure that all work to be performed will be in strict accordance with all local, state and federal health, safety and environmental regulations. The results of this testing shall be taken into consideration when providing an environmental protection, worker protection, and waste disposal plan. No responsibility is assumed by the District for the actual toxic metal content of the coating

system. The Contractor is responsible to conduct appropriate testing of their own and comply with local, state and federal health, safety and environmental regulations.

1.04 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Without limiting the general aspects or other requirements of this specification, work and equipment shall conform to applicable requirements of municipal, state and federal codes, laws and ordinances governing the work, American Water Works Association, SSPC: The Society of Protective Coatings, and the manufacturer's printed instructions, subject to Engineer's approval.
- B. The Engineer's decision shall be final as to interpretation and/or conflict between any of the referenced codes, laws, ordinances, specifications and standards contained herein.
- C. The latest edition of standards and regulations herein form a part of this specification.
- D. American Society for Testing and Materials (ASTM)
 - 1. ASTM E337, Standard Test Method for Measuring Humidity with a Pyschrometer
 - 2. ASTM D1186, Standard Test Method for Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to a Ferrous Base
 - 3. ASTM D3359, Standard Test Method for Measuring Adhesion by Tape.
 - 4. ASTM D4138, Standard Test Method for Measurement of Dry Paint Thickness of Protective Coating Systems by Destructive Means
 - 5. ASTM D4285, Standard Test Method for Indicating Oil or Water in Compressed Air
 - 6. ASTM D4414, Standard Practice for Measurement of Wet Film Thickness by Notch Gages
 - 7. ASTM D4417, Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
 - 8. ASTM D5402, Standard Test Methods for Assessing the Solvent Resistance of Organic Coatings Using Solvent Rubs

- E. American Water Works Association (AWWA)
 - 1. AWWA D102, AWWA Standard for Coating Steel Water Storage Tanks
 - 2. AWWA M42, AWWA Manual of Water Supply Practices, Steel Water Storage Tanks

- F. Code of Federal Regulations (CFR)
 - 1. 29 CFR 1910, Occupational Safety and Health Regulations for General Industry
 - 2. 29 CFR 1926, Occupational Safety and Health Regulations for the Construction Industry
 - 3. Health and Safety Code, Div. 20, Chapter 6.5, 6.67, 6.7, 6.95, Hazardous Waste Control Law, Health and Safety Code
 - 4. 40 CFR 263, Standards Applicable to Transporters of Hazardous Waste
 - 5. 40 CFR 264, Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
 - 6. 40 CFR 265, Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
 - 7. 40 CFR 268, Land Disposal Restrictions
 - 8. 40 CFR 302, Designation, Reportable Quantities and Notification
 - 9. 49 CFR 171-179, Hazardous Materials Regulations

- G. SSPC: The Society For Protective Coatings (SSPC)
 - 1. SSPC-SP 1, Solvent Cleaning
 - 2. SSPC-SP 2/3, Hand/Power Tool Cleaning
 - 3. SSPC-SP 6, Commercial Blast Cleaning
 - 4. SSPC-SP 7, Brush-off Blast Cleaning
 - 5. SSPC-SP 10, Near-White Blast Cleaning
 - 6. SSPC-SP 11, Power Tool Cleaning to Bare Metal
 - 7. SSPC-SP 12, Water Jetting Prior to Recoating

8. SSPC-SP 15, Power Tool Cleaning to Commercial Grade Cleanliness
 9. SSPC-PA 2, Measurement of Dry Film Thickness with Magnetic Gages
 10. SSPC-VIS 1, Visual Standard for Abrasive Blast Cleaned Steel
 11. SSPC-VIS 3, Visual Standard for Hand and Power Tool Cleaned Steel
 12. SSPC Publication No. 91-12, Coating and Lining Inspection Manual
 13. Guide 6, Guide for Containing Debris Generated During Paint Removal Operations
 14. Guide 7, Guide for the Disposal of Lead-Contaminated Surface Preparation Debris
 15. SSPC 93-02, Industrial Lead Paint Removal Handbook, 2nd Edition, Volume I
 16. SSPC 95-06, Project Design, Industrial Lead Paint Removal Handbook, Volume II
 17. SSPC TU-7, Conducting Ambient Air, Soil, and Water Sampling During Surface Preparation and Paint Disturbance Activities
 18. SSPC-SSPC Visual Comparison Manual
- H. NACE International (NACE)
1. NACE RP 0188-06, Standard Recommended Practice for Discontinuity (Holiday) Testing of Protective Coatings
 2. NACE RP 0178-89, Standard Recommended Practice for Fabrication Details, Surface Finish Requirements, and Proper Design Considerations for Tanks and Vessels to be Lined for Immersion Service.
- I. California Code of Regulations (CCR)
- J. General Industry Safety Orders (GISO)
- K. Construction Safety Orders (CSO)

- L. EPA Methods
 - 1. SW 846, Test Methods for Evaluating Solid Waste - Physical/Chemical Methods
 - 2. Method 1311, Toxicity Characteristic Leaching Procedure (TCLP)
 - 3. Method 3050, Acid Digestion of Sediment, Sludge, and Soils
- M. Equipment and Coating Manufacturers' Published Instructions.

1.05 SUBMITTALS

- A. The successful Contractor must submit the following plans and programs for Engineer review and acceptance a minimum of 14 days prior to project start-up, and 7 days prior to the Pre-Job Conference.
 - 1. The Contractor shall submit Manufacturers' Product Data Sheets and Material Safety Data Sheets on all materials to be used including, but not limited to coatings, thinners, solvents, inhibitors, and abrasive media.
 - 2. The Contractor shall submit shop drawings detailing the work to be performed as required under Paragraph 1.02 Scope of Work, Sections B, C, D, and E of this specification.
 - 3. The Contractor shall submit environmental and worker protection plans, containment plans and waste handling and disposal plans.
- B. Acceptance of the submittals does not relieve the Contractor from the responsibility to conduct the work in strict accordance with the requirements of this Specification, or to adequately protect the environment, health and safety of all workers involved in the project including any members of the public who may be affected by the project.
- C. Contractor shall maintain copies of submittal data at the jobsite at all times, and shall furnish a complete set of submittal data for use by the Inspector.

1.06 CONTRACTOR

The Contractor shall possess a valid Class A (General Engineering), Class C-33 (Painting and Designing Contractor), or equivalent Contractor's license at the time that the Contract is awarded. They shall have a minimum of five (5) years practical experience and successful history in the application of specified products to surfaces of steel water storage tanks. Upon request, they shall substantiate this requirement by furnishing a written list of references.

1.07 DEFINITIONS

- A. "Lining" refers to protective materials used or applied to interior surfaces. "Paint" refers to protective materials used or applied on exterior surfaces. "Coating" refers to protective materials used or applied on interior surfaces, or any protective material in general.
- B. "Engineer" refers to the General Manager or designated representative.

1.08 HOURS OF WORK

- A. Work areas will be available for performance of the contract work between 8:00 A.M. and 5:00 P.M. excluding Saturdays, Sundays and holidays. No work shall be accomplished during hours or on days other than specified above, unless approved in advance by the District.
- B. Inspections requested by or made necessary as a result of actions of the Contractor on Saturdays, Sundays or holidays must be scheduled and approved in writing by Engineer. The contractor shall bear all additional fees or expenses of District's personnel and Inspection services created by extraordinary work hours including standby time or overtime.

1.09 PRE-JOB CONFERENCE

Pre-Job Conference shall be scheduled prior to start of project. The District, Contractor and Engineer shall be present. A schedule of work to be accomplished and a list of labor, material and equipment rates for additional work will be established and maintained throughout the project. Contractor shall furnish a complete set of submittal data for use by Inspector. Resumes of personnel to be used on the project shall be also submitted.

1.10 QUALITY ASSURANCE

- A. General: Quality assurance procedures and practices shall be used to monitor all phases of surface preparation, application and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be used provided they meet recognized and acceptable professional standards and are approved by the Engineer.
- B. All materials furnished and all work accomplished under the Contract shall be subject to inspection by the Engineer. The Contractor shall be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and diligent execution of the Contract.
- C. Work accomplished in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection. The entire cost of removal and replacement, including the cost of all materials which may be furnished by the District and used in the work thus removed, shall be borne by the Contractor regardless of whether the work

removed is found to be defective or not. Work covered up without the authority of the Engineer, shall, upon order of the Engineer, be uncovered to the extent required. The Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, as directed and approved by the Engineer. Except as otherwise provided herein, the District will pay the cost of inspection.

- D. The Engineer will make, or have made, such tests as deemed necessary to assure the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified, the cost of such testing will be borne by the District. In the event such tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Engineer, as well as the cost of subsequent retesting. It is understood and agreed the making of tests shall not constitute an acceptance of any portion of the work, nor relieve the Contractor from compliance with the terms of the Contract.
- E. Ambient Conditions: no coating shall be applied when the surrounding air temperature or the temperature of the surface to be coated or painted is below 50 degrees F. No coatings shall be applied at temperatures above 110 degrees F. No coatings shall be applied to wet or damp surfaces or in rain, snow, fog or mist, when the temperature is less than 5 degrees F. above the dewpoint, or when it is expected the air temperature will drop below 50 degrees F. Dewpoint shall be measured by the use of an instrument such as a Sling Psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometer Tables or equivalent in accordance with ASTM D337. If unacceptable conditions are prevalent coating or paint application shall be delayed or postponed until conditions are favorable. The day's coating or paint application shall be completed in time to permit the film sufficient drying time prior to damage though atmospheric conditions.
- F. Surface Preparation: surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces," SSPC-Vis 1 and as described herein. Anchor profile for prepared surfaces shall be measured by using a nondestructive instrument such as a Testex Press-0-Film System in accordance with ASTM D4417. Temperature and dewpoint requirements noted above and herein shall apply to all surface preparation operations, except low and high temperature limits.
- G. The Contractor shall conduct all operations so as to confine abrasive blasting debris and paint overspray to within the bounds of the site. The Contractor shall take all precautions necessary to prevent adverse off-site consequences of painting operations. Any complaints received by the District relating to any such potential offsite problems will be immediately delivered to the Contractor. The Contractor shall immediately halt work

and shall take whatever corrective action is required to mitigate any such problems. All costs associated with protection of off-site properties and/or correction of damage to property as a result of painting operations shall be borne directly by the Contractor at no additional expense to the District.

- H. Film Thickness Testing: thickness of coatings and paint shall be checked with a non-destructive film thickness gauge in accordance with ASTM D1186. An instrument such as Tooke Gage should be used in accordance with ASTM D4138 if a destructive tester is deemed necessary. The sampling of film thickness of flat (e.g. plate) surfaces shall be tested in accordance with SSPC-PA2. The sampling of structural members or irregular surfaces shall be tested in frequency and locations, as directed by the engineer.
- I. Holiday Detection: coating integrity of all interior coated surfaces shall be tested with an approved inspection device in accordance with NACE RP 0188. All pinholes shall be repaired in accordance with the manufacturer's printed recommendations and retested. No pinholes or other irregularities will be permitted in the final coating. Special care shall be made to assure that the edges of the small center vent openings are holiday free.
- J. Inspection Devices: Contractor shall furnish, until final acceptance of coating and painting, inspection devices in good working condition for detection of holidays and measurement of dry-film thickness of coatings and paints. They shall also furnish National Institute of Standards and Technology/National Bureau of Standards (NIST/NBS) certified thickness calibration plates to test accuracy of thickness gauges. Dry film thickness gauges and holiday detectors shall be available at all times until final acceptance of application. Inspection devices shall be operated by, or in the presence of the Engineer with location and frequency basis determined by the Engineer. The Engineer is not precluded from furnishing his own inspection devices and rendering decisions based solely upon these quality assurance tests. Should in the opinion of the Engineer a 24-hour, continuous reading surface temperature gauge be required to assure that maximum recoat windows are observed, the contractor shall provide a working calibrated instrument to meet this need. The gauge shall be digital and capable of providing instantaneous average measurements of the temperatures recorded.
- K. Acceptable Inspection Devices: acceptable devices for ferrous metal surfaces include, but are not limited to Tinker-Razor Models M-1, AP, and AP-W holiday detectors and SSPC, Type II units for dry film thickness gauging. Inspection devices shall be calibrated and operated in accordance with specified requirements. Any high-voltage testing shall require the contractor to obtain written acceptance from the lining manufacturer.
- L. Warranty Inspection: warranty inspection shall be conducted between the eleventh and seventeenth months following acceptance of all coating and

painting work. All personnel present at the Pre-Job Conference should be present at this inspection. All defective work shall be repaired in strict accordance with this specification and to the satisfaction of the Engineer.

1. Notification: The District shall establish the date for the inspection and shall notify the Contractor at least 30 days in advance. The District will drain the tank and Contractor shall provide, at his own expense, suitable lighting and ventilation for the inspection. At the District's option, warranty inspection may be accomplished by diving operations.
2. Inspection: all surfaces of the coating systems shall be visually inspected. All defective coatings, as well as damage or rusting spots of the tank, shall be satisfactorily repaired by and at the sole expense of the Contractor. Defective coating shall be any of those defined by SSPC's Visual Comparison Manual.
3. Inspection Report: the Engineer shall prepare and deliver to the Contractor an inspection report covering the warranty inspection. The report shall set forth the number and type of failures observed, the percentage of the surface area where failure has occurred, and the names of the persons making the inspection.
4. Schedule: upon completion of the inspection and receipt of Inspection Report as noted herein, District shall establish a date for Contractor to proceed with remedial work. Any delay on part of Contractor to meet schedule established by District shall constitute breach of this Contract and District may proceed to have defects remedied through other means, and these costs may be charged to the Contractor.
5. Remedial Work: any location where coating or paint is defined as defective shall be considered to be a failure of the system at that location. The Contractor shall make repairs at all points where failures are observed by removing the deteriorated coating, cleaning the surface, and recoating or repainting with the same system specified herein. Any spot repairs to defective areas will require feathering at least 3 inches into sound adjacent coating. If an area of failure exceeds 25 percent of a specific coated surface, the entire coating system from that specific area may be required to be removed and recoated in accordance with the original specification.
 - a. Specific coated or painted surfaces are defined as follows:
 - (1) Roof support structure
 - (2) Roof plates - interior
 - (3) Shell - interior
 - (4) Floor - interior

- (5) Roof - exterior
- (6) Shell - exterior
- (7) Attachments, accessories and appurtenances

6. Upon completion of remedial work, the Contractor shall disinfect the tank as specified herein.

1.11 SAFETY AND HEALTH REQUIREMENTS

- A. General: ventilation, electrical grounding, and care in handling coatings, paints, solvents and equipment are important safety precautions during coating and painting projects. Contractor shall conform with safety requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals. The Contractor shall provide and require use of personal protective life saving equipment for all persons working in or about the project site.
- B. Access Facilities: all ladders, scaffolding and rigging shall be designed for their intended uses. Ladders and scaffolding shall be erected where requested by Engineer to facilitate inspection and be moved by the Contractor to locations requested by the Engineer.
- C. Ventilation: where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof, of industrial design and shall be approved by the Engineer. Ventilation shall reduce the concentration of air contaminant to the degree a hazard does not exist by educting air, vapors, etc. from the confined space. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured. Forced air eduction during blast cleaning and coating application operations is mandatory 24 hours per day until coatings have fully cured. If dehumidification equipment is used, equipment must be operated on a continuous basis during all blasting and coating operations, including shifts during which no work is being accomplished. Only ventilation, not dehumidification is required during final curing phases.
 - 1. Ventilation system shall be furnished and installed by the Contractor in accordance with these specifications. The Contractor shall make modifications to the ventilation system as directed by the Engineer to insure a safe working environment and complete removal of all solvent vapors. Upon completion of the final curing period, as determined by the Engineer, the Contractor shall remove the ventilation system.
 - 2. The exhaust blower capacity shall be sufficient to maintain air changes within tank interiors in accordance with OSHA, the coating manufacturer's recommendations, and the South Coast Air Quality Management District's (SCAQMD) regulations.

3. If Contractor uses dehumidification equipment, or any other alternative ventilation systems, Contractor must submit, in advance, for approval by the Engineer, a complete list of equipment and procedures for its use.
- D. Head and Face Protection and Respiratory Devices: equipment shall include protective helmets, which shall be worn by all persons while in the vicinity of the work. During abrasive blasting operations, nozzle-men shall wear U.S. Bureau of Mines approved air-supplied helmets and all other persons who are exposed to blasting dust shall wear approved filter-type respirators and safety goggles. When coatings are applied in confined areas all persons exposed to toxic vapors shall wear approved respiratory protection.
 - E. Grounding: blasting, spray and air hoses shall be grounded to prevent accumulation of charges of static electricity.
 - F. Illumination: spark proof artificial lighting shall be provided for all work in confined spaces. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70 "National Electric Code" for the atmosphere in which they will be used. Whenever required by the Engineer, the Contractor shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination required for inspection purposes shall be determined by the Engineer.
 - G. Toxicity and Explosiveness: the solvents used with specified protective coatings are explosive at low concentrations and are highly toxic. The maximum allowable concentration of vapor shall be kept below the maximum safe concentration for eight-hour exposure, plus Lower Explosive Limit must be strictly adhered to. If coatings or paints contain lead or other hazardous materials, all regulations related to safety of personnel and handling of such materials shall be strictly adhered to.
 - H. Protective Clothing: coating and paint materials may be irritating to the skin and eyes. When handling and mixing coatings and paints workmen shall wear appropriate covering gloves and eye shields.
 - I. Fire: during mixing and application of coatings and paints, all flames, welding and smoking shall be prohibited in the vicinity. Appropriate type fire extinguishers shall be provided by Contractor and kept at the jobsite during all operations.
 - J. Sound Levels: whenever the occupational noise exposure exceeds the maximum allowable sound levels, the Contractor shall provide and require the use of approved ear protective devices. General sound levels for project shall be those that will not affect routine facility or neighborhood activities. Whenever any levels are objectionable, they shall be adjusted as directed by the Engineer. Adjustments to noise levels required may

include the relocation of equipment or the installation of a sound barrier, as required by the Engineer.

- K. Compliance with California Code of Regulations: Contractor shall submit a notarized letter signed by a principal officer of the Corporation certifying the Contractor fully complies with California Code of Regulations pertaining to the work including, but not limited to, the following:

1.	Illness Injury Prevention Program	CSO/GISO	1508/3203
2.	Confined Space Plan	GISO	5156/5159
3.	Respiratory	CSO/GISO	1531/5144
4.	Hazard Communication	GISO	5194
5.	Rolling Scaffolds	CSO	1646
6.	Employee Safety Instruction	CSO	1510
7.	Emergency Medical Service	CSO	5112
8.	Dusts, Fumes, Mists, Vapors & Gases	CSO	1528

- L. Protective Coverings, Containment, and Ventilation Materials/Equipment: The Contractor shall provide all protective coverings needed to protect those surfaces that are not designated to be prepared or coated. Provide all materials needed for the implementation of a containment/ventilation system around the operation to control emissions and exposures in accordance with the provisions of this Section. This includes, but is not limited to, rigging, scaffolding, planking, tarpaulins, dust collectors and vacuums. Verify that all materials are free of lead, chromium, loose dust and debris when brought onto the District's property and upon removal from the site.

2.0 COATING AND DISINFECTION MATERIALS

2.01 GENERAL

- A. Materials specified are those which have been evaluated for the specific service. Products are listed to establish a standard of quality. Standard products of manufacturers other than those specified will be accepted when proven to the satisfaction of the Engineer they are equal in composition, durability, usefulness and convenience for the purpose intended. Substitutions will be considered provided the following minimum conditions are met:
1. The proposed coating or paint system shall have a dry film thickness equal to or greater than that of the specified system.
 2. The proposed coating or paint system shall employ an equal or greater number of separate coats.
 3. The proposed coating or paint system shall employ coatings or paints of the same generic type.

4. All requests for substitution shall carry full descriptive literature and directions for application, along with complete information on generic type, non-volatile content by volume and a list of 10 similar projects, all at least three years old, where the coatings or paints have been applied to similar exposure. Substitutions required as a result of new VOC regulations shall be endorsed in writing from the materials manufacturer that these substituted materials will provide equivalent performance as those specified.
 5. If the above mentioned data appears to be in order, the Engineer may require that the Contractor provide certified laboratory data sheets showing the results of complete spectrographic and durability tests accomplished on the proposed substitute. An independent testing laboratory satisfactory to the Engineer shall accomplish tests and all costs incurred in the testing program shall be borne by the Contractor. In any case, the Engineer shall be sole and final judge of the acceptability of any proposed substitution. Requests for substitution must be approved in writing.
- B. All materials shall be brought to the jobsite in the original sealed containers. They shall not be opened or used until Engineer has physically inspected contents and obtained necessary data from information printed on containers or labels. Materials exceeding storage life recommended by the manufacturer shall be rejected.
 - C. Flammability, toxicity, allergenic properties, and any other characteristic requiring field precautions shall be identified and specific safety practices shall be stipulated.
 - C. All coating, paint and disinfection materials shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable coatings and paints must be stored to conform with local, county, state and federal safety codes for flammable coating and paint materials. At all time coatings and paint shall be protected from freezing.
 - E. Contractor shall use products of the same manufacturer for all coats.

2.02 INTERIOR AND EXTERIOR COATING MATERIALS

Interior coating materials for immersed surfaces of the tank must appear on the current National Sanitation Foundation (ANSI/NSF) Standard 61-1999. They shall conform to the regulations and applicable requirements of local, state and federal air pollution and health regulatory agencies.

1. Epoxy coatings shall be similar or equal to AWWA Standard D102-97 Inside Coating System No. 2. Materials have been listed herein as standards of quality.

2. Joint sealant shall be a flexible polyurethane or polysulfide product, similar or equal to Federal Specification TT-S-230.

2.03 EXTERIOR PAINT MATERIALS

Paint materials shall consist of an epoxy/urethane system and conform to the regulations and applicable requirements of applicable local, state and federal air pollution regulatory agencies.

1. Prime coat shall be similar or equal to that defined in AWWA Standard D102-97, Outside Coating No. 5 Materials listed herein as standards of quality.
2. Finish coat shall be equal or similar to that defined in AWWA Standard D102-97, Outside Paint System No. 5.

2.04 DISINFECTION MATERIALS

Disinfection materials shall conform to all requirements of AWWA Standard C652-92.

3.0 EXECUTION

3.01 GENERAL

- A. All surface preparation, coating and paint application shall conform to applicable standards of SSPC and the manufacturer's printed instructions. Material applied prior to approval of the surface by the Engineer shall be removed and reapplied to the satisfaction of the Engineer at the expense of the Contractor.
- B. All mechanical work shall be performed by skilled craftsmen qualified to accomplish the required work in accordance with the approved submittals. Prior to the cutting, burning or welding of any existing painted surfaces, the contractor shall coordinate the removal of any lead based paint from those surfaces.
- C. All work shall be performed by skilled craftsmen qualified to accomplish the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be maintained and transfer of key personnel shall be coordinated with the Engineer.
- D. The Contractor shall provide a supervisor to be at the work site during cleaning, application and disinfection operations. The supervisor shall have the authority to sign any change orders, coordinate work and make other decisions pertaining to the fulfillment of their contract.

- E. Contractor shall provide approved sanitary facilities for all project personnel, as no existing facilities will be available to the Contractor. Facilities shall be maintained during the project to complete standards established by District, and shall be removed prior to Contractor's departure from the site at completion of the project.
- F. Dust, dirt, oil, grease or any foreign matter which will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved commercial cleaning solvent, rinsed with clean water and wiped dry with clean rags.
- G. The Contractor's coating and painting equipment shall be designed for application of materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air. Blotter test shall be accomplished at each start-up period and as deemed necessary by the Engineer. Contractor's equipment shall be subject to approval of the Engineer.

Cleanliness of compressed air supply shall be verified daily, and as deemed necessary by Engineer, by directing a stream of air, without abrasive, from the blast nozzle onto a white blotter or cloth for twenty seconds in accordance with ASTM D4285. If air contamination is evident, change filters, clean traps, add moisture separators or filters, or make adjustments as necessary to achieve clean, dry air.

- G. Application of the first coat shall follow immediately after surface preparation and cleaning within an eight-hour working day. Any cleaned areas not receiving first coat within an eight-hour period shall be recleaned prior to application of first coat.

If dehumidification equipment is used, cleaned areas may have the first coat applied during the last shift of the week, provided dehumidification equipment has run continuously during the complete week and surface meets all requirements of the specification.

- H. Because of the presence of moisture and possible contaminants in the working atmosphere, care shall be taken to ensure previously coated or painted surfaces are protected or recleaned prior to application of subsequent coat(s). The Engineer shall approve methods of protection and recleaning.
 - 1. The project is subject to intermittent shutdown if, in the opinion of the Engineer, cleaning, coating and painting operations are creating a localized condition detrimental to ongoing facility activities, personnel or adjacent property.
 - 2. In the event of emergency shutdown by the Engineer, Contractor shall immediately correct deficiencies. All additional costs created by shutdown shall be borne by Contractor.

- I. The Contractor shall provide, at his own expense, all necessary power for his operations under the contract.
- J. Inspection: all operations will be monitored 100% by an District-appointed quality assurance inspector. All additional costs incurred by off-site inspection shall be borne by the Contractor. These include, but are not limited to travel, lodging, food, auto rental (where applicable) and any other expenses directly related to the inspection.

3.02 SURFACE PREPARATION, GENERAL

- A. The latest revision of the following surface preparation specifications of SSPC shall form a part of this specification. (Note: An element of surface area is defined as any given 9 square inches of surface).
 - 1. Solvent Cleaning (SSPC-SP1): Removal of oil, grease, soil and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning or similar materials and methods, which involve a solvent or cleaning action.
 - 2. Brush-off Blast Cleaning (SSPC-SP7): Blast cleaning to remove loose rust, loose mill scale, and other detrimental foreign matter present to the degree specified.
 - 3. Near-White Blast Cleaning (SSPC-SP10): Blast cleaning to near-white metal cleanliness, until at least ninety-five percent of each element of surface area is free of all visible residues.
 - 4. High Pressure Water Cleaning (SSPC-SP 12): High pressure water cleaning (HPWC, 5000 psi) to produce a WJ-4 degree of cleaning - A WJ-4 surface shall be cleaned to a finish which, when viewed without magnification, is free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose coating. Any residual material shall be tightly adherent.
 - 5. Commercial Grade Powertool Cleaning (SSPC-SP15): Powertool cleaning until at least two-thirds of each element of surface area is free of all visible residue.
- B. All interior surfaces of tank shall be abrasively blast cleaned to "Near-White Blast Cleaning" in conformance to SSPC's Surface Preparation Specification No. 10 (SSPC-SP10) and a surface profile or anchor pattern of 2 to 3 mils (.002" - .003"). Special care shall be made to not damage internal PVC piping components.
- C. All exterior surfaces and appurtenances shall be pressure water cleaned in accordance with SSPC-SP12, HPWC, WJ-4 (5000 psi). This work will include the scrubbing of all surfaces with a stiff bristle brush using a

solution of trisodium phosphate (TSP). All scrubbed surfaces shall then be fresh water rinsed. It is the requirement of this preparation work to not only clean all remaining intact coatings of any chalk or other residues, but to also remove any films with marginal adhesion.

- D. Active exterior rust sites shall be power tool cleaned to commercial grade in accordance with SSPC-SP15 to provide a minimum surface profile of 1 mil (.001"). All spot repair areas shall be feathered into sound coating a minimum of 3 inches in each direction so that no edges can be identified/probed with a dull putty knife.

3.03 SURFACE PREPARATION, SPECIFIC

- A. Slag, weld spatter, or sharp edges such as those created by flame cutting and shearing not previously removed by the tank fabricator, erector or installer shall be removed by chipping and grinding. All sharp edges shall be peened, ground or otherwise blunted as required by the Engineer in accordance with NACE RP 0178. The rolled edges of angles, channels, and wide flange beams do not normally require further rounding unless specifically directed by the Engineer.
- B. Abrasive blasting nozzles shall be equipped with "deadman" emergency shut-off nozzles. Blast nozzle pressure shall be a minimum of 95 P.S.I. and shall be verified by using an approved nozzle pressure gage at each start-up period or as directed by the Engineer. Number of nozzles used during all blast cleaning operations must be sufficient to insure timely completion of project as approved and directed by Engineer.
- C. All blast hose connections shall be connected with external couplings. These connections shall be taped with duct tape prior to pressurizing. All taped connections shall be visually inspected for leaks within five minutes after start of blast cleaning operations and at the end of blast cleaning operations. Leaking connections shall be immediately repaired to prevent further damage.
- D. Particle size of abrasives used in blast cleaning shall be that which will produce a surface profile or anchor pattern specified herein, or in accordance with recommendations of the manufacturer of the specified coating or paint system to be applied, subject to approval of Engineer.
- E. Abrasive used in blast cleaning operations shall be new, washed, graded and free of contaminants, which would interfere with adhesion of coatings and paints and shall not be reused unless specifically approved by the Engineer. Abrasives shall be certified for unconfined dry blasting pursuant to the California Administrative Code, Section 92520 of Subchapter 6, title 17, and shall appear on the current listing of approved abrasives.
- F. The Contractor shall select an abrasive media that is proper for the quality of surface preparation specified. Should it be determined that the

production rate and quality of the surface preparation is less than specified, it shall be the Contractor's responsibility to use other types and/or sizes of abrasive to meet the requirements of this contract. At no time shall considerations of extra effort be considered by the District unless, in the opinion of the Engineer the Contractor has explored all alternative means of abrasive blasting during their operations.

- G. Blast cleaning from rolling scaffolds shall only be performed within the confines of the interior perimeter of the scaffold. Reaching beyond the limits of the perimeter will be allowed only if blast nozzle is maintained in a position, which will produce a profile acceptable to the Engineer.
- H. The Contractor shall keep the area of work in a clean condition and shall not permit blasting materials to accumulate as to constitute a nuisance or hazard to the prosecution of the work or the operation of the existing facilities. Spent abrasives and other debris shall be removed at the Contractor's expense as directed by the Engineer. If waste is determined to be hazardous, disposal by Contractor shall meet requirements of all regulatory agencies for handling such wastes.
- I. Blast cleaned surfaces shall be cleaned prior to the application of specified coatings or paints through a combination of blowing with clean dry air, brushing/brooming and/or vacuuming as directed by the Engineer. Air hose for blowing shall be at least 1/2" in diameter and shall be equipped with a shut-off device.
- J. The surfaces of any non-carbon steel substrates, or specialty items (i.e. galvanized, anodized, etc.) shall be properly treated and prepared prior to any coating operations in accordance with the coating manufacturer's written recommendations, subject to approval of the engineer.

3.04 APPLICATION, GENERAL

- A. Coating and paint application shall conform to the requirements of the SSPC's Paint Application Specification No. 1 (SSPC-PA1), latest revision, for "Shop, Field and Maintenance Painting," the manufacturer of the coating and paint materials printed literature, and as specified herein.
- B. Thinning shall only be permitted as recommended by the manufacturer and approved by the Engineer, and shall not exceed the limits set by applicable regulatory agencies.

If the Contractor applies any coatings which have been modified or thinned to such a degree as to cause them to exceed established VOC levels, Contractor shall be responsible for any fines, costs, remedies, or legal action and costs which may result.

- C. Each application of coating and paint shall be applied evenly with a uniform appearance. The system shall be free of brush marks,

unfeathered edges, sags, runs, and evidence of poor workmanship, or any aesthetic defects, as defined by SSPC. Care should be exercised to avoid lapping on glass or hardware. Coating and paint shall be sharply cut to lines. Finish surfaces shall be uniform in appearance and shall be free from defects or blemishes.

- D. Protective coverings or drop cloths shall be used to protect floors, concrete, fixtures, equipment, prepared surface and applied coatings. Personnel entering tank or walking on exterior roof of tank shall take precautions to prevent damage or contamination of coated or painted surfaces. Care shall be exercised to prevent coating or paint from being spattered onto surfaces, which are not to be coated or painted. Surfaces from which such material cannot be removed satisfactorily shall be replaced, repainted or recoated as required to produce a finish satisfactory to the Engineer.
- E. All welds and irregular surfaces, as defined by the engineer shall receive a brush coat of the specified product prior to application of each complete coat. Coating/paint shall be brushed in multiple directions to insure penetration and coverage, as directed by the Engineer. These areas include, but are not limited to welds, roof lap seams, nuts, bolts, ends, and flanges of rafters, etc.
- F. At the conclusion of each day's blast cleaning and coating operations, a 6" wide strip of blast cleaned substrate shall remain uncoated to facilitate locating the point of origin for successive day's blast cleaning/priming operations.
- G. Coating which has endured an excessive time element beyond manufacturer's recommended recoat cycle, shall be scarified by Brush-off Blast Cleaning (SSPC-SP7) or methods approved by the Engineer, prior to application of additional coating or paint. Scarified coating shall have sufficient depth to assure a mechanical bond of subsequent coat.
- H. All attachments, accessories, and appurtenances to be painted shall be prepared and finished in the same manner as specified for adjacent tank sections.

3.05 COATING APPLICATION, INTERIOR SURFACES

- A. After completion of surface preparation as specified, all surfaces shall receive three coats of one of the coatings specified under 2.02 "INTERIOR AND EXTERIOR COATING MATERIALS." Field prime and topcoats shall be white. The total system shall include the following:
 - 1. Tnemec Company Series L140F PotaPox
 - a. 4-6 mils Prime Coat
 - b. 4-6 mils Intermediate Coat
 - c. 4-6 mils Topcoat

- d. 15 mils (.015") shall be the nominal dry film thickness of the completed system.
2. Sherwin Williams Macropoxy 646-100 PW
 - a. 4-6 mils Prime Coat
 - b. 4-6 mils Intermediate Coat
 - c. 4-6 mils Topcoat
 - d. 15 mils (.015") shall be the nominal dry film thickness of the completed system.
- B. Shell/roof junction, roof plate lap seams, and designated void areas:

After completion of coating application, as specified, all void areas shall be filled with a joint sealant as specified under 2.02 "INTERIOR AND EXTERIOR COATING MATERIALS". Joint sealant may be applied by caulking gun, trowel or other approved method. Sealant shall be pressed firmly into voids to insure 100% filling/sealing.

3.06 DEHUMIDIFICATION

- A. The Engineer may require dehumidification and/or equipment in accordance with the bid documents. If dehumidification equipment is required it shall be used to control the environment within the tank space 24 hours a day during blast cleaning and coating application. The system shall be similar or equal to the following requirements. In order for payment to the contractor for the use of this equipment written authorization must be received from the District.
- B. Operation Criteria:
1. The tank shall be continuously dehumidified 24 hours per day, 7 days per week during blasting, coating, between coats of coating, and during the final curing period if warranted by ambient/weather conditions or recommended by coating manufacturer unless fewer hours or days are approved in writing by the Engineer.
 2. Maintain the dehumidification system at all times. Only ventilation equipment, not dehumidification equipment is required throughout final cure period.
 3. Dehumidification equipment shall also provide the necessary ventilation for the removal of solvent vapors during the coating and final cure phase. At all times, maintain the concentration of solvent vapors in all parts of the tank at 10-percent below the lower explosive limit (LEL).
 4. Ducting shall be a minimum of 18 inches in diameter, airtight and reinforced with spirally-wound wire to prevent collapse. Size of ducting shall be larger if deemed necessary by the Contractor in

order to comply with these specifications or any local, state, or federal safety regulations. Sizing of the ducting, ventilation, and dehumidification equipment shall be the sole responsibility of the Contractor. Provide an appropriate connecting device between the 18-inch duct and designated opening. All bends in duct work shall have a minimum radius of 2 X ID of the ducting (i.e. 18" ID = 36" minimum radius).

5. The Contractor shall design and submit for review a dehumidification and ventilation plan, which provides for a minimum cross-draft velocity of 100 feet per minute in the vicinity of the work area. The cross-draft velocities shall be obtained with the use of a portable blower or fans.
6. The areas adjacent to the surface that is to be blasted and coated shall not be exposed to a relative humidity over thirty-five percent. Furthermore these areas shall not have a surface temperature that is less than 15 degrees F above dew point at any time during cleaning and coating phases.

C. Equipment:

1. The dehumidification equipment shall be a solid desiccant (not liquid, granular, or loose lithium chloride) design having a single rotary desiccant bed capable of continuous operation, fully automatic, with drip-proof automatic electrical controller.
2. The equipment shall be capable of making two complete air changes every sixty minutes unless the 100 feet per minute cross-draft velocity requirement requires a larger volume.
3. The processed air from the dehumidification unit must maintain a relative humidity of eleven percent or less.
4. During the coating and cure phase, dehumidification units shall have auxiliary heaters capable of maintaining a constant air temperature inside the tank.
5. Air heaters are not acceptable as substitutes for dehumidification units.
6. Air chillers, heaters, or air conditioners may be used downstream of the dehumidifiers if they approved for use by the manufacturer of the dehumidification equipment and the Engineer.

3.07 PAINT APPLICATION, EXTERIOR SURFACES

- A. After completion of surface preparation as specified, all bare metal surfaces shall receive three complete coats of the coatings specified under 2.03 "EXTERIOR PAINT MATERIALS." The total system shall include the following:
 - 1. Tnemec Company
 - a. 3-5 mils Series 135 Chembuild - Spot Prime Coat
 - b. 3-5 mils Series 135 Chembuild - Full Prime Coat
 - c. 2-3 mils Endurashield Series 1080 - Finish coat
 - d. 7 mils (.007") shall be the nominal dry film thickness of the completed new system.
 - 2. Sherwin Williams
 - a. 3-5 mils Macropoxy 646-100 PW - Spot Prime Coat
 - b. 3-5 mils Macropoxy 646-100 PW - Full Prime Coat
 - c. 2-3 mils Acralon 100 Polyurethane - Finish coat
 - d. 7 mils (.007") shall be the nominal dry film thickness of the completed new system.
- B. It will be the responsibility of the Contractor to obtain the minimum thickness and visual uniformity of each part of the system(s) above. More than one coat of the primer or finish coat may be required if the total thickness specified for each coat is not achieved.
- C. Color Scheme: the District shall select exterior finish coat colors for the project. The Contractor shall submit a current chart of the manufacturer's available colors to the District's representative ten days prior to start of painting operations.
- D. Coating System Identification: unless otherwise directed by the Engineer, stencil the following information on the completed exterior system. Location will be selected by the Engineer. Use a black urethane coating and provide lettering that is 2 to 3 inches in height.
 - 1. Month and Year of Completion
 - 1. Identification of Cleaning Method
 - 2. Identification of Coating System

3.08 QUALITY CONTROL

- A. All coating components shall be mixed in exact proportions specified by the manufacturer. Care shall be exercised to insure all material is removed from containers during mixing and metering operations.
- B. All coatings shall be thoroughly mixed utilizing an approved slow-speed power mixer until all components are thoroughly combined and are of a smooth consistency. Catalyzed coatings shall not be applied beyond pot-

life limits specified by manufacturer. Any required induction requirements shall be strictly followed.

- C. Thinners shall be added to coating materials only as required in accordance with manufacturer's printed literature and in the presence of the Engineer. Quantities of thinner shall not exceed limits set by applicable regulatory agencies.
- D. Application shall be by airless spray method except as otherwise specified, or approved by the Engineer. Drying time between coats shall be strictly observed as stated in the manufacturer's printed instructions.
- E. When two or more coats are specified, where possible, each coat shall be of contrasting color.
- F. Paint shall not be applied when wind speeds exceed fifteen miles per hour.
- G. Care shall be exercised during spray operations to hold the spray nozzle perpendicular and sufficiently close to surfaces being coated to avoid excessive evaporation of volatile constituents and loss of material into the air or the bridging of cracks and crevices. Reaching beyond limits of scaffold perimeter will not be permitted. All dryspray or overspray shall be removed as directed by Engineer and the area recoated.
- H. Upon completion of the interior coating operations and after the required curing intervals, holiday detection shall be accomplished on all coated surfaces below the overflow with the exception of the edges of the small vent screen openings that will also be detected. The instrument shall be set at 2,000 volts, include a wire brush electrode, and be properly grounded. Repairs shall be retested. The contractor shall obtain a letter from the coating manufacturer approving this test procedure, prior to any testing. Should the manufacturer not approve of this device, an 67.5 volt device Tinker and Razor M-1 device shall be used.
- I. All holiday detection of coatings shall be performed in the presence of the Engineer.
- J. A time element equivalent to 7 days curing time at 70 degrees and 50% relative humidity, or as required by the coating manufacturer and approved by Engineer, shall be required before placing the epoxy coating system into service, as determined in 3.09"FINAL CURING OF EPOXY COATING."

3.09 FINAL CURING OF EPOXY COATING

- A. Upon completion and acceptance of applied coating system, Contractor shall furnish an approved exhaust fan or blower of sufficient capacity to insure removal of solvent vapors during curing process. The fan or blower, after approval by Engineer, shall be installed as directed by the Engineer and shall remain in continuous operation until coating is completely cured as determined by the manufacturer of the coating system.
- B. After completion of curing cycle as noted above, the Contractor shall test the applied coating with a solvent rub test performed in accordance with ASTM D 5402 to verify adequate curing has been attained.

If final cure has not been attained, ventilation shall be continued until applied lining passes the solvent wipe test.

- C. After final cure is approved by District, Contractor shall remove fan or blower.

3.10 TANK STRUCTURAL AND MECHANICAL REPAIRS

- A. Prior to the cutting, burning or welding of any existing painted surfaces, the contractor shall coordinate the removal of any lead based paint from those surfaces to be disturbed.
- B. Complete all structural and mechanical modifications to the tank prior to the application of both interior and exterior coating systems
- C. Remove the exterior roof center vent hood and replace with a new center vent assembly that includes a fiberglass hood. The vent system shall be sized to allow a 2500 gpm out-flow from the tank.
- D. The existing frame and screening on all shell vents shall be removed and replaced with ¼" thick cover plates. The cover plates shall be continuously welded to the tank shell on both the interior and exterior.
- E. Replace two brackets that support the aeration sprayers.
- F. Repair the hole that has developed from corrosion on the interior steel overflow elbow pipe. The full extent of the repair to the overflow may not be fully known until after the area has been abrasive blast cleaned. It is anticipated that the minimum work will require the welding of a patch plate over the perforation.

3.11 DISINFECTION

- A. Disinfecting of interior surfaces of the tank shall be accomplished in the presence of the Engineer, in conformance to AWWA Standard C652 Section 4.2 Chlorination Method 2 as modified herein:

Disinfection shall be accomplished after protective coating has been applied to the interior surfaces and has been totally cured as required in 3.09 "FINAL CURING OF EPOXY COATINGS."

- B. Prior to disinfecting, the complete interior shall be cleaned by the Contractor with an approved cleaner or detergent applied via high pressure or hot solution method. Residual water and contamination removed during washing process shall be thoroughly flushed from the tank. This operation shall be accomplished after completion of interior coating work as directed by the Engineer
- C. After completion of cleaning cycles as noted above, interior surfaces shall be jet washed with a chlorine or chloramine solution having a content of 200 P.P.M. Chlorine or chloramine solution which accumulates on the bottom shall be dechlorinated or dechloraminated and then drained to waste. Contractor shall obtain approval of the District prior to draining any high strength chlorinated water to waste. Rinsing with clean water is not required unless directed by District.
- D. Once the tank has been completely filled, the tank will be isolated for the water system and the District will conduct Bac-T tests. Should the Bac-T test fail, the Contractor will be responsible for reimbursing the District for the water required to rechlorinate the tank as described above until the Bac-T tests are negative.

3.12 TESTING FOR VOLATILE ORGANIC COMPOUNDS (VOC's)

In order to monitor the presence of excessive levels of VOC's leached into the water from the coating process, the following procedure shall be utilized:

1. After satisfactory curing and disinfection, the District in accordance with standard filling procedures shall fill the tank. Water shall then be retained for a period of 5 days.
2. On the sixth day following completion of filling of tank, samples of the water shall be removed by District in accordance with latest Health Department memoranda. Samples shall then be forwarded, by District, to an approved test laboratory for testing to determine presence of VOC'S.
3. After testing of samples, results must show levels of leached organics to be in accordance with levels established by the Health Department for various VOC'S. Health Department will verify results and tank will be then placed into operating service.
4. If levels of leached organics exceed those acceptable to the Health Department, the tank shall be drained, flushed, refilled and retested; all at the Contractor's expense. Failure of the tank to attain levels acceptable to

the Health Department shall be the responsibility of the Contractor and remedial measures to attain such levels shall be at his sole expense.

3.13 CLEAN-UP

Upon completion of the work, all staging, scaffolding and containers shall be removed from the site or destroyed in a manner approved by the Engineer. Coating or paint spots upon adjacent surfaces shall be removed and the entire jobsite cleaned. All damage to surfaces resulting from the work of this section shall be cleaned, repaired, or refinished to the complete satisfaction of the Engineer at no cost to the District.

3.14 OMISSIONS

Care has been taken to delineate herein those surfaces to be coated. However, if coating or painting requirements have been inadvertently omitted from this section or any other section of the specifications, it is intended that all metal surfaces, unless specifically exempted herein, shall receive a first-class protective coating or paint equal to that given the same type surface pursuant to these specifications.