CONTRACT DOCUMENTS AND
SPECIFICATIONS FOR THE

2018 PP7-1 LOW FLOW EFFICIENCY IMPROVEMENTS

Bid Opening: Friday, June 22, 2018 at 2:00 pm

May 2018

Volume 1 of 2

Bidding Requirements, Contract Forms,
Conditions of the Contract and General Requirements

BID DOCUMENTS
WESTLANDS WATER DISTRICT
2018 PP7-1 LOW FLOW EFFICIENCY IMPROVEMENTS

SEAL PAGE

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WESTLANDS WATER DISTRICT
PP7-1 LOW FLOW EFFICIENCY IMPROVEMENTS
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INVITATION FOR BIDS

Notice is hereby given that Westlands Water District (Westlands) will receive sealed Bids as follows:

BID DATE / TIME: June 22, 2018
Until 2:00 P.M. (Local Time)

SUBMIT BIDS TO: Westlands Water District
3130 N. Fresno Street
Fresno, CA 93703-6056

FOR: Westlands Water District
2018 PP7-1 Low Flow Efficiency Improvements

ESTIMATED CONSTRUCTION COST: Between $1,300,000 and $1,700,000

TOTAL CONTRACT TIME: 324 Calendar Days

CONTRACTOR’S CALIFORNIA LICENSE AND/OR CLASS REQUIRED
A- General Engineering

MANDATORY PRE-BID CONFERENCE MEETING DATE, TIME, AND LOCATION
May 31, 2018, 1:00 P.M. (Local Time)
Westlands Tranquility Field Office
32650 W. Adams Avenue, Tranquility, CA 93668

Submit Bids (original/no copies) and bid security in a sealed envelope, marked “2018 PP7-1 Low Flow Efficiency Improvements” and include the company name and address on the envelope.

The work to be performed under this Contract includes the furnishing of all labor, materials, equipment, tools, supervision, incidentals, transportation and services necessary for Westlands 2018 PP7-1 Low Flow Efficiency Improvements along with related items of work.

Notice is hereby further given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each Bidder and all Subcontractors are required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and unavailable for award. A Subcontractor who is unregistered will not be permitted to work on the Project. If any Subcontractor required to be listed in the Bid is unregistered, that Subcontractor will be required to be substituted with a registered Subcontractor at no additional cost to Westlands and/or the listing of an unregistered Subcontractor may render the bid nonresponsive. Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.
Westlands affirmatively identifies this project as a “public work” as that term is defined by Labor Code Section 1720, and the project is, therefore, subject to prevailing wages under Labor Code Section 1771. Contractor and its Subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. Copies of such prevailing rate of per diem wages are available upon request at Westlands’ office, 3130 N. Fresno Street, Fresno, CA 93703-6056 or on the internet at http://www.dir.ca.gov/OPRL/PWD. Those prevailing wage rates hereby are incorporated in the Contract for this Project and made a part hereof. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

At the mandatory pre-bid conference meeting and project walk-through representatives of Westlands and the Engineer will discuss the Contract Documents, bid submission requirements, site constraints, order of work and other items specific to this Project. A project walk-through will follow immediately after the pre-bid conference meeting. A sign-in sheet will be available up until commencement of the pre-bid conference meeting only. Attendance at the entire pre-bid meeting and project walk-through is mandatory for bidding. Bids received from Bidders who did not sign the sign-in sheet and attend the meeting and project walk-through will be returned to the Bidder unopened. Attendance by subcontractors is not mandatory, but all interested prospective subcontractors are encouraged to attend. Westlands will prepare Addenda as Westlands considers necessary in response to questions raised at the meeting and walk-through. Westlands will transmit Addenda to all prospective Bidders who have notified Westlands of their intent to submit a bid. Oral statements not confirmed by Addenda may not be relied upon and are not binding or legally effective. Except for mandatory walk-through, no other access to the project site will be granted pre-bid without Westlands’ prior approval, which will require advanced notice and a scheduled appointment. During all site visits the Bidder must be accompanied full time by an authorized representative of Westlands. No exceptions to this requirement.

At the time the Contract is awarded and for the duration of the Contract, Westlands has determined that the General Contractor must possess a valid State of California Class A- General Engineering Contractor’s License. Additionally, due to the nature, scope and scheduling constraints of this critically important project, minimum prior related successful project experience requirements are required for General Contractors seeking to bid the Project. These requirements are found in Section 00400, Bid Form, Attachment A.

A full set of Contract Documents and all information available to Bidders, as further defined in the General Conditions and Section 00200, may be examined at Westlands Resources Department during regular business hours. Bidders shall obtain a copy of the Contract Documents and related information from Westland’s website. Written questions regarding this Invitation for Bids should be directed to Mr. Ty Tadano, PE, West Yost Associates by email at ttadano@westyost.com no later than seven (7) calendar days before the time specified for opening Bids. All emails shall require verification of receipt by sender in accordance with the Instructions to Bidders.

Each Bid must also be accompanied by security (the Bid Guarantee) in the form of a Bidder’s Bond issued by a corporate surety, a certified check, or cashier’s check payable to the Westlands Water District, or cash for an amount not less than ten percent (10%) of the Total Bid Price, consisting of the total base bid plus the total additive bid price, if any. The successful Bidder shall
be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, in conformance with the requirements set forth in the Contract Documents, each for not less than one hundred percent (100%) of the Contract Price.

Pursuant to California Public Contract Code Section 22300, Contractor may, at its own expense, substitute securities for any money being withheld by Westlands to ensure performance under this Contract.

Pursuant to the provisions of California Labor Code Section 6707, each Bid submitted in response to this Invitation to Bid shall contain, as a separate bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb in trenches and open excavation, exceeding five feet, which shall conform to applicable safety orders. By entering an amount for this bid item, the Bidder warrants that its action does not convey tort liability to Westlands, the Engineer, the Construction Manager, and their officers, employees, agents, and subconsultants.

No Bid received and read aloud may be withdrawn for a period of thirty (30) days after the bid opening date, except pursuant to California Public Contract Code Section 5101 et seq.

If the lowest responsive, responsible bidder fails or refuses to execute the Contract for the Project, Westlands may, in its discretion, award the Contract to the second lowest, responsive responsible bidder. If the second lowest responsible, responsible bidder fails or refuses to execute the Contract for the Project, Westlands may, in its discretion, award the Contract for the Project to the third lowest, responsive responsible bidder. Any Bidder to whom any Contract for the Project is awarded who fails to execute the Contract and file acceptable bonds and insurance certificates as required in the Contract Documents will have its Bid Guarantee forfeited.

Westlands reserves the right to award the Contract, to reject any or all Bids, to waive non-material and inconsequential irregularities in any Bid, and to reject nonconforming, nonresponsive, non-responsible, or conditional Bids.

Dan Pope
Chief Operating Officer
Westlands Water District

5/21/2018 Date

END OF SECTION
SECTION 00100

INSTRUCTIONS TO BIDDERS

2018 PP7-1 LOW FLOW EFFICIENCY IMPROVEMENTS

1.0 WORK TO BE DONE

It is the intention of Westlands to construct improvements as shown and set forth in the Contract Documents titled: 2018 PP7-1 Low Flow Efficiency Improvements, dated May 2018 as prepared by West Yost Associates. All of the Work is particularly set forth in the Contract Documents, permits, plans and specifications, and all of said Work, together with all other work incidental thereto, is included. The Work includes the furnishing of all labor, materials, equipment, tools, supervision, incidentals, transportation and services necessary for completion of the Project. Codes and standards, definition of words and terms, and abbreviations shall be as specified in the Contract Documents. A summary of the project work is located in Section 01110, SUMMARY OF WORK, and project work restrictions and coordination requirements are located in Section 01140, WORK SEQUENCE AND CONSTRAINTS.

2.0 EXAMINATION OF CONTRACT DOCUMENTS

Each Bidder shall thoroughly examine and became familiar with the Contract Documents and Addenda (if any). The submission of a Bid shall constitute an acknowledgment upon which Westlands may rely that the Bidder has thoroughly examined and is familiar with the Contract Documents and that, except as provided in the Pre-Bid Protest Procedures in Paragraph 13 below, the Bidder has waived any objections or contentions regarding the Bid Documents and/or the bidding requirements in the Contract Documents. The failure or neglect of a Bidder to receive or examine any of the Contract Documents shall in no way relieve it from any obligation with respect to its Bid or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

3.0 INSPECTION OF PROJECT SITE AND PRE-BID ACCESS TO THE SITE

Prior to submitting a Bid, it will be the sole responsibility of each Bidder to conduct any additional examination, investigation, exploration, test, study or other inquiry and obtained any additional information pertaining to the physical conditions (including surface, subsurface, and underground utilities) at or near the Project site that may affect the cost, progress, or performance of the Project, and that the Bidder deems are necessary to prepare its Bid for performance of the Project in accordance with the Contract Documents. Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the Bidder's sole expense.

Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from Westlands in writing at least five (5) days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of Westlands and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining Owner approval. Additionally, any such Bidder must
deliver an executed Section 00250, ACCESS, INDEMNITY AND RELEASE AGREEMENT, and provide an insurance certificate as described therein by noon of the Day prior to Bidder’s approved site visit. Once approved testing is complete, Bidders must fill all trenches or holes, restore all pavement to match existing structural section, and otherwise clean up and restore the test site to its pre-test condition.

Bidders who intend only to observe site conditions and not conduct such examinations are not required to provide an executed Indemnity and Release Agreement or insurance information.

If, during the course of its site inspection, a Bidder finds conditions which appear to be in conflict with the letter or spirit of the Contract Documents, the Bidder may apply to Westlands, in writing, for additional information and explanation at least ten (10) days before the time specified for opening the Bids.

Submission of a Bid by the Bidder shall constitute conclusive evidence that, if awarded the Contract, it has relied upon and is relying on its own examination of (1) the site of the Work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Contract, the plans, the specifications, and other related information made available to Bidders by Westlands (see Section 00200, INFORMATION AVAILABLE TO BIDDERS).

The information provided by Westlands is not intended to be a substitute for, or a supplement to the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder.

4.0 INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

No oral representations or interpretations will be made to any Bidder as to the meaning of the Contract Documents. If any prospective Bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds any discrepancies in or omissions from the drawings or specifications, it may submit a written request(s) for an interpretation delivered by e-mail, at least seven (7) days before the time specified for opening the Bids to the Engineer for the Project, West Yost Associates as follows:

Ty Tadano
West Yost Associates
2020 Research Park Drive, #100
Davis, CA 95618
tadano@westyost.com:

All questions submitted shall be submitted in the time set forth herein. For e-mail to be effective, it shall have a date and time receipt acknowledgment from the Engineer and shall be clearly identified with the following title in the Subject line:

"2018 PP7-1 Low Flow Efficiency Improvements: Bidder Questions."
It is the Bidder's sole responsibility to ensure that the e-mail question is received by the Engineer in a timely manner. Upon receipt of an e-mail question, the Engineer shall provide acknowledgement of receipt within one business day. If the Bidder does not receive an acknowledgement of receipt of an e-mail question from the Engineer within the above referenced timeframe, Bidder shall assume the e-mail transmission was not received by the Engineer, and shall be responsible for resubmitting the same in a timely manner, and if necessary by calling the Engineer and resending the e-mail.

Requests to clarify the source of materials, equipment, suppliers or any other such matter which does not modify, change, increase, or decrease the scope of Work requires no action by Westlands other than a response to the Bidder requesting the clarification. Requests to clarify possible ambiguous or incomplete statements or designs, or any other such clarification which modifies, changes, increases or decreases the scope of Work, requires issuance of an addendum signed by Westlands. Any interpretation or correction of the Contract Documents will be made only by written addendum.

Westlands reserves the right to revise or amend any part of the Contract Documents, including but not limited to, the specifications, up to the time set for opening the Bids. Such revisions and amendments, if any, shall be announced by written addenda. Westlands will transmit Addenda to all prospective Bidders who have notified Westlands of their intent to submit a bid. Addenda issued during the time of bidding shall become a part of the documents furnished Bidders for the preparation of Bids, shall be covered in the Bids, and shall be made a part of the Contract Documents. Each Bid shall include specific acknowledgment in the space provided of receipt of all Addenda issued during the bidding period. Failure to so acknowledge may result in the Bid being rejected as not responsive. Failure of any Bidder to receive such Addenda shall not be grounds for non-compliance with the terms of the instructions.

No other interpretation or information concerning the Contract Documents issued prior to the date specified for opening of Bids will be binding. If the revisions and written addenda require changes in quantities or prices proposed, or both, the date set for opening bids may be postponed by such number of days as in the opinion of Westlands shall enable Bidders to revise their bids.

5.0 POSTPONEMENT OF OPENING

Westlands reserves the right to postpone the date and time for receiving and/or opening of Bids at any time prior to the date and time established in the Notice of Invitation to Bid. Postponement notices will be communicated to planholders of record in the form of Addenda.

6.0 OPENING OF BIDS

All Bids, irrespective of any irregularities or informalities, if received on time, will be opened and publicly read aloud at the time and place set forth in the Notice Inviting Bids, provided that any Bid from a Bidder who did not sign the sign-in sheet and attend the mandatory pre-bid meeting and project walk-through, will be returned to the Bidder unopened. Bidders, their representatives and other interested persons may be present at the opening and reading of Bids.
Any Bids received after the time for receiving and opening Bids as set forth in the Notice Inviting Bids or as postponed by Addenda will not be opened. Any such Bids will be returned, unopened, to the Bidder.

The public reading of each Bid that is opened will include at least the following:

A. Name and address of Bidder.
B. The total amount of Bid.
C. The nature and amount of the security furnished with the Bid.

7.0 BIDDER'S SIGNATURE AND AUTHORITY

If the Bid is made by an individual, the Bidder’s name, signature, and post office address must be shown. If the Bid is made by a firm or partnership, the Bid must list the name and address of the firm or partnership, and the signature of a general partner or authorized officer. If the Bid is made by a corporation, including a limited liability corporation, the Bid shall show the name and address of the corporation and the signature of an authorized officer and the document shall bear the corporate seal. (See Section 00400).

All signatures on the Bid shall be in longhand. Signature stamps are unacceptable and shall not be used.

8.0 DESCRIPTION OF BID ITEMS

See Section 01200-1.02, BID COMPONENTS AND PAYMENT, for complete description of each Bid Item.

9.0 ERASURES AND CORRECTIONS

The Bid submitted must not contain any erasure, interlinear additions, or other corrections unless each such correction is authenticated. Authentication may be made by affixing in the margin, immediately opposite the correction, the signature or initials of the person submitting the Bid.

10.0 BID CHANGES

Changes in or additions to the Bid Form, recapitulations of the Work bid upon, alternative bids, or any other modifications of the Bid Form which are not specifically called for in Section 00400, BID FORM, will result in rejection of the Bid by Westlands. Westlands will treat all such Bids as not being responsive to the Invitation to Bid. Westlands will consider no oral, telephonic or email modification of any Bid submitted.

11.0 MODIFICATION OF BID

Upon written request, a Bid already received may be modified or withdrawn by the Bidder at any time before the time established for receiving Bids. The request must be executed by the Bidder or its authorized representative as described in Item 7.0, BIDDER'S SIGNATURE AND AUTHORITY, above. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original Bid. Withdrawal of a Bid does not prejudice a Bidder's right to submit a new Bid within the time designated for the submission of Bids. No
Bid may be withdrawn after the time established for receiving Bids except as provided in Item 12.0, WITHDRAWAL OF BIDS, below.

**12.0 WITHDRAWAL OF BIDS**

In accordance with California Public Contract Code 5103, a Bidder may withdraw its Bid with the consent of Westlands. A Bidder desiring to withdraw its Bid, after the time of opening the Bids, shall give written notice to Westlands within five (5) days after opening of the Bids (excluding Saturdays, Sundays, or Owner holidays) of the alleged mistake. The Bidder shall provide documentation in accordance with California Public Contract Code 5103. Bids cannot be changed after the Bid receipt deadline because of mistake.

**13.0 BID PROTEST PROCEDURES**

A. Pre-Bid

If any potential Bidder believes that any part of the form or content of the Contract Documents, including, without limitation, the bidder experience and qualification requirements, is vague, ambiguous, gives an unfair advantage or unfairly limits competition, such Bidder must give notice and protest on such grounds to the Chief Operating Officer as soon as practical, but in no event later than ten (10) calendar days before the original noticed date for receiving Bids. The Chief Operating Officer shall, within seven (7) days upon receiving any such protest(s), review the same and provide a written response thereto.

Any pre-bid protest shall include:

1. The protest document shall contain a complete and detailed statement of the factual and/or legal basis for the protest and, with respect to any authority relied upon, a copy of said authorities shall be provided.

2. The protest shall identify the specific portion(s) of the Bidding or Contract Documents that form the basis for the protest.

3. The protest shall include the name, address, telephone number, and email address of the protestant, and if applicable, the person representing the protesting party.

The procedure and time limits set forth in these bid protest procedures are mandatory and are the Bidder’s sole and exclusive remedy in the event of a pre-bid protest related to the form or content of the Contract Documents. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including, without limitation, filing a bid or award protest on the grounds applicable to a pre-bid protest, filing a Government Code claim or filing legal proceedings.

B. Bid or Award Protest

Any protest relating to any particular Bid opened by Westlands or the award of the Contract must be submitted in writing to Westlands Water District, Katarina Campbell, 3130 N. Fresno Street, Fresno, CA 93703-6056 before 5:00 p.m. on the fifth (5th) business day after Westlands has received and opened bids.
The protest document must contain a complete statement of the basis for the protest, and all supporting documentation. The protest must state the facts and refer to the specific portion(s) of the document that forms the basis for the protest.

The party filing the protest must have actually submitted a Bid for the Work. A subcontractor of a party submitting a Bid for the Work may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.

The protest must include the name, address, telephone number, and email address of the person representing the protesting party.

Westlands will provide a copy of the protest by email to the protested Bidder(s). Any response from the protested Bidder(s) must be submitted in writing to Westlands, with a copy to the protesting Bidder, before 5:00 p.m. on the fifth (5th) business day after the date Westlands provides a copy of the protest to the protested Bidder(s).

The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of a Bid or award protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to challenge and forever bar the Bidder from challenging, whether before Westlands or any administrative or judicial tribunal, the bidding process or the Contract award on any ground not set forth in the protest.

Westlands will review all timely protests prior to award of the Contract. Westlands will issue a prompt decision on the protest. Westlands will not be required to hold an administrative hearing to consider any protests, but may do so at its option. Nothing in these procedures for protesting a particular Bid or award of the Contract will be construed as a waiver of Westlands’ right to reject all bids.

Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of Westlands on award of the Contract, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of Westlands’ action on the award of the Contract. Westlands shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to “all persons interested in the matter of [specifying the matter],” it shall also be directed to Westlands. If the Bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of Westlands unless good cause for such failure is shown by the Bidder.

SUBSTITUTION OF SECURITIES

For any monies earned by Contractor and withheld by Westlands to ensure the performance of the contract, Contractor may, at its request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided under California Public Contract Code Section 22300, Substitution of Securities for Withheld Money.
14.0  MAJOR EQUIPMENT ITEMS (NOT USED)

15.0  SOLE-SOURCED ITEMS AND SUBSTITUTIONS DURING BIDDING

Bidders are advised that, in accordance with Public Contract Code Section 3400, Westlands has made a finding that particular materials, products, things or services are designated by specific brand or trade names in order to match other materials, products, things or services in use or to obtain necessary items available only from one source. Bidders shall refer to individual specification sections for specific requirements.

Contractors, manufacturers or suppliers of materials and equipment may offer an alternative product and request the alternatives to specified products be considered equal unless Westlands has sole-sourced a product in accordance with Public Contract Code 3400. Inclusion of such alternatives in the bid is the sole responsibility of Contractor. Inclusion of the proposed alternative should only be considered if it is Contractor’s sole belief the offered alternative is equal in quality and performance to the specified product. After award of the Contract, such offers of alternative products will be reviewed and processed as a substitution as provided under Section 01330-1.13, SUBSTITUTES OR “OR EQUAL” ITEMS. If the material, equipment, process or article offered by Contractor is not, in Westlands’ sole opinion, substantially equal or better in respect to that specified, then Contractor shall furnish that material, process or article specified or one that in Westlands’ opinion is substantially equal or better in every respect.

16.0  BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation, under the same or different name, shall make, file, or be interested in more than one Bid for the same work unless alternate Bids are called for. A person, firm, or corporation may, however, submit sub-proposals or quote prices on materials to more than one Bidder.

Pursuant to California Public Contract Code Section 7106, Bidders shall execute and furnish with their Bids Section 00400 BID FORM, Attachment F, NON-COLLUSION DECLARATION. Reasonable grounds to believe that any individual, partnership, corporation, or combination is interested in more than one Bid for the proposed Work may cause rejection of all Bids in which that individual, partnership, corporation, or combination is interested.

17.0  SHEETING, SHORING AND BRACING

Pursuant to the provisions of California Labor Code Section 6707, each Bid submitted shall contain, in the bid item indicated, the amount included in its Bid for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the Bidder warrants that its action does not convey tort liability to Westlands, the Engineer, the Construction Manager, and their employees, agents, and subconsultants.

18.0  OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS

As provided by California Public Contract Code section 7103.5, in submitting a Bid to Westlands, the Bidder offers and agrees that if the Bid is accepted, it does assign to Westlands
all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to Westlands pursuant to the Bid. Such assignment shall be made and become effective at the time Westlands tenders final payment to the Bidder.

19.0 ADDENDA

Addenda issued during the time of bidding shall become a part of the Contract Documents furnished to Bidders for the preparation of Bids, shall be covered in the Bids, and shall be made a part of the Contract. Each Bid shall include specific acknowledgment in the space provided of receipt of all Addenda issued during the bidding period. Failure to so acknowledge may result in the Bid being rejected as not responsive. Failure of any Bidder to receive such Addenda shall not be grounds for non-compliance with the terms of the instructions.

Addenda will be issued such that they should be received by each recipient of a complete set of Contract Documents no later than three (3) business days prior to the specified bid date. Addenda withdrawing the request for Bids or postponing the Bid deadline may be issued anytime prior to the specified Bid deadline.

20.0 BID GUARANTY

The Bid Form shall be accompanied by a Bid guaranty bond provided by a surety company authorized to carry on business in the State of California with a minimum "A" rating with Best's Rating Guide for payment to Westlands in the sum of at least ten percent (10%) of the total amount of the Total Bid Price, or, alternatively, by a certified or cashier's check, payable to Westlands in the sum of at least ten percent (10%) of the total amount of the Total Bid Price. The Bid guaranty bond shall be provided on the form included in Section 00400 BID FORM, Attachment E, BID BOND, of this Project Document. The amount payable to Westlands under the Bid guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to Westlands as liquidated damages in case of a failure or neglect of the Bidder to furnish, execute, and deliver to Westlands the required performance and payment bonds, evidences of insurance; and to enter into, execute, and deliver to Westlands the Agreement on the form provided herewith, within ten (10) days after receiving written notice from Westlands that the award has been made and the Agreement is ready for execution.

The Bid guarantees of the three lowest Bidders will be retained until the Agreement is signed, evidence of insurance provided, and satisfactory bonds furnished or other disposition made thereof. The Bid guarantees of all Bidders except the three lowest, responsive Bids will be returned within ten (10) days after the award of the Contract. If all Bids are rejected and no award is made, all Bid guarantees will be returned within ten (10) days of the decision by Westlands not to award the Contract.

21.0 LOCAL BUSINESS LICENSE

If required by City or County, Contractor shall have a local business license for the Work contemplated before the Contract can be executed. All subcontractors will be required to secure the appropriate local business license before they commence work on the Project.
## 22.0 WORK PERCENTAGES

Contractor shall perform, with its own organization and with workers under its immediate supervision, work of a value of at least forty percent (40%) of the original Contract Sum, less “Specialty Items”. “Specialty Items” may be performed by subcontract and the cost of any this portion of work shall encompass the performance of work by Contractor’s forces and equipment, the procurement of materials and equipment by Contractor and field related general conditions required to support and supervise the construction effort.

Except for Specialty Items, Subcontractors shall not be responsible for the performance of any work or procurement of materials or equipment within the above Contractor’s work percentage allotment. Materials purchased by Contractor but installed by a Subcontractor will not contribute to the above Contractor’s work percentage allotment.

The percentage of work subcontracted shall be listed on Section 00400 BID FORM, Attachment A, DESIGNATION OF SUBCONTRACTORS.

The value of the work subcontracted shall be determined by summing all of the percentages identified for the subcontractors listed in Section 00400 BID FORM, Attachment C, DESIGNATION OF SUBCONTRACTORS. If the sum of such percentages exceeds thirty percent (30%), the Owner may treat the Bid as nonresponsive and reject it on that basis.

By submitting a Bid, the Bidder is certifying that it is in compliance with this obligation. This self-performance requirement is a material term of these Contract Documents and shall be subject to verification upon request.

## 23.0 DESIGNATION OF SUBCONTRACTORS

In accordance with California Public Contracting Code Section 4100, et. seq., “Subletting and Subcontracting Fair Practices Act,” each general Bid shall have listed in Section 00400 BID FORM, Attachment C, DESIGNATION OF SUBCONTRACTORS, the name, location of the place of business, California contractor license number, DIR Registration Number and the portion of work to be performed by each Subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement, or of any subcontractor licensed by the State of California who, under subcontract to the Bidder, will specially fabricate and install 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 Bidder's Total Bid Price.

Failure to list Subcontractors may render the Bid non-responsive and may be grounds for rejection of the Bid. Failure to comply with the provisions of the California "Subletting and Subcontracting Fair Practices Act" shall make Contractor subject to the sanctions as set forth in the Act.

Alternate Subcontractors shall not be listed for the same work.

## 24.0 WORKERS COMPENSATION

Each Bidder shall submit the Workers’ Compensation Insurance Certificate form (Section 00555).
25.0 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

Each Bidder shall submit the Certification Regarding Debarment, Suspension, Proposed Department or Suspension form (Section 0400 BID FORM, Attachment F).

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

26.0 IRAN CONTRACTING ACT CERTIFICATION

Each Bidder shall submit the Iran Contracting Act Certification form (Section 00400 BID FORM, Attachment G) required by the Iran Contracting Act of 2010, Public Contract Code section 2200 et seq. with its bid.

27.0 SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

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

28.0 ASSIGNMENT OF CONTRACT

Any attempted assignment by Contractor of any Contract to be entered into hereunder, or any part thereof, or of funds to be received there under by Contractor, is void unless such assignment has prior written approval of Owner, and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

29.0 REJECTION OF BIDS

Westlands reserves the right to reject all Bids and further reserves the right to reject the following: any Bids which are nonresponsive, incomplete, obscure, or irregular; any Bids which omit a Bid on any one or more items on which the Bids are required; any Bids in which unit prices are unbalanced in the opinion of Westlands; any Bids accompanied by insufficient or irregular Bid guaranty; Bids from Bidders who failed to perform properly or complete on time past Owner projects; and Bids from Bidders who fail to meet the experience and qualification requirements set for in the Contract Documents as determined by Westlands.

Westlands also reserves the right to waive any irregularity or informality in a Bid or bidding procedure.
30.0 EVALUATION OF BIDS AND AWARD OF CONTRACT

After the Bids have been opened and read, they will be checked for accuracy and compliance with the Contract Documents. If a Contract is awarded, it will be awarded to the lowest responsible Bidder submitting a responsive Bid. All Bids will be compared on the basis of the Engineer’s estimate of the quantities of work to be done. Westlands reserves the right to reject an unbalanced Bid which is a Bid having nominal or artificially reduced prices for some bid items and enhanced prices for other bid items.

In the evaluation of any Bid, Westlands shall have the right to consider information provided by sources other than Bidder.

The criteria which will be used to determine the lowest responsible Bidder submitting a responsive Bid are as follows:

A. **Responsive Bid**: Means a Bid which conforms in all material respects to the Contract Documents.

B. **Responsible Bidder**: Means a Bidder who has the qualifications, fitness, capacity and experience in all respects to perform fully the requirements under the Contract Documents and who has the integrity and reliability to assure good faith performance.

Within thirty (30) days after the time of opening of the Bids, Westlands will act either to accept a Bid, to reject all Bids or with the consent of the Bidders and their sureties to extend the time in which Westlands may act. The acceptance of a Bid will be evidenced by a Notice of Award of Contract in writing, delivered in person or by certified mail to the Bidder whose Bid is accepted. No other act of Owner will constitute acceptance of a Bid. Receipt of The Notice of Award of Contract shall obligate the Bidder whose Bid is accepted to furnish performance and payment bonds and evidences of insurance, and to execute the Agreement in the form set forth in the Contract Documents. The Contract will require the completion of the Work according to the Contract Documents.

Only one Contract will be awarded.

31.0 EXECUTION OF CONTRACT

The Agreement shall be executed by the successful Bidder and returned, together with the Contract bonds and evidences of insurance, within ten (10) days after receiving the written Notice of Award of Contract. Time is of the essence in this regard. After execution by Owner, one copy of the Agreement shall be returned to Contractor.

The failure to execute the Agreement or to furnish the bonds or evidences of insurance required by these Instructions to Bidders within ten (10) days after receiving written notice of the Award of the Contract constitutes default. In case of default, Westlands may, at its sole discretion, award the Contract to the next lowest responsive and responsible Bidder or may re-advertise the project for new Bids. If a more favorable Bid is received by re-advertising, the defaulting Bidder agrees that it shall have no claim against Westlands including for a refund, should a more favorable Bid be received via re-advertising.

If a Bidder to whom an award is made fails or refuses for any reason to execute the Contract or fails to furnish any or all of the required insurance or Contract Bonds in proper form, within
the time stated, Westlands may, in its discretion, award the Contract to the second lowest, responsive responsible bidder. If the second lowest responsible bidder fails or refuses to execute the Contract for the Project, Westlands may, in its discretion, award the Contract for the Project to the third lowest, responsive responsible bidder. Any Bidder to whom any Contract for the Project is awarded who fails to execute the Contract and file acceptable bonds and insurance certificates as required in the Contract Documents will have its Bid Guarantee forfeited.

32.0 CONTRACT AND BONDS

The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a Payment Bond equal to one hundred percent (100%) of the Contract Price, a Faithful Performance Bond equal to one hundred (100%) of the Contract Price, the WORKERS’ COMPENSATION INSURANCE CERTIFICATE in Section 00555 and evidences of required insurance. The bonds and insurance policies must be issued by a surety company or insurer admitted in California and with a current A.M. Best’s rating of no less than A-:VII or equivalent, unless otherwise approved by Agency. In the case of workers’ compensation and employer’s liability insurance, coverage provided by the California State Compensation Insurance Fund is acceptable.

The form of Agreement, as provided in Section 00510, AGREEMENT which the successful Bidder as Contractor will be required to execute, and the forms of bonds as provided in Sections 00530, FAITHFULL PERFORMANCE BOND, and 00535, PAYMENT BOND, which it will be required to furnish, shall be carefully examined by the Bidder. The Faithful Performance Bond is to secure the faithful performance of the Contract, and the Payment Bond is to secure payment for those to whom the Bidder may become legally indebted for labor, materials, tools, equipment, or services of every kind used or employed by the Bidder in performing the Work.

END OF SECTION
SECTION 00200
INFORMATION AVAILABLE TO BIDDERS

1.0 SUBSURFACE CONDITIONS

A subsurface investigation has been conducted at the site of the Work. The subsurface investigation and geotechnical report were developed for planning and design purposes only, and as such may not include necessary information for, any or all, construction related activities including, but not limited to, excavations, sheeting, shoring, bracing, boring and dewatering. Contractor may not make claim against Westlands or any of Westlands’ Consultants with respect to the completeness of this investigation and geotechnical report for Contractor’s purposes with respect to the means, methods, techniques, sequences and procedures employed by Contractor, and safety precautions and programs incident thereto.

The resulting geotechnical report with the records of borings made at the work site is entitled:

“Proposed Westlands Water District Low Flow Efficiency Improvements Northeast corner of South Merced Avenue and West Adam Avenue Tranquility, California”, dated November 20, 2017 prepared by Kleinfelder, Inc.

Copies of the Geotechnical Report of Subsurface and Physical Conditions will be made available by Westlands for examination and/or purchase to any Bidder upon written request. See Section 00020, INVITATION FOR BIDS. This Geotechnical Report is not part of the Contract Documents and are made available solely for the convenience of the Bidder and Contractor.

It is expressly understood and agreed by Bidder and Contractor that neither Westlands nor the Consulting Engineers assume any responsibility whatsoever with respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretation set forth therein or made by the Consulting Engineers in their use thereof and there is no representation, warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are correct or representative of those existing throughout such areas or any part thereof, or that unanticipated developments may not occur or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the Consulting Engineers' investigation of the subsurface conditions is made available to the Bidders and Contractor, it is expressly understood and agreed by Bidders and Contractor that said log of test borings does not constitute a part of the Contract, represents only the opinion of the Consulting Engineers as to the character of the materials encountered in the test borings, is made available only for the convenience of Bidders and its use is subject to all of the conditions and limitations set forth in this Section. Water levels that may be shown on a log of test borings are valid only for the stated date of observation. The water level may change from season to season and from year to year.

Westlands disclaims responsibility for the Bidder's or Contractor’s interpretation of data found in the above-referenced Geotechnical Report, such as, projecting or extrapolating from the test holes to other locations on the site of the Work, soil bearing values and profiles, and soil stability, as
well as the presence, level, and extent of underground water for subsurface conditions during construction operations.

2.0 RECORD DRAWINGS AND ADDITIONAL INFORMATION

 Previous construction activities have occurred at the Site. The following record drawings have been used by the Design Consultant in preparing the Contract Documents and are available for review on Westlands website. Westlands makes no warranty as to the accuracy of this information.

A. Drawings dated 1962-1963, prepared by Westlands Water District entitled "Distribution System Initial Facility", consisting of 8 sheets, numbered 21 to 26, 30, and 35.


C. Drawings dated 2006, prepared by Provost & Pritchard entitled “40-Acre Pilot Study Basin” consisting of 2 sheets, numbered 1 to 2.

END OF SECTION
SECTION 00250

ACCESS, INDEMNITY AND RELEASE AGREEMENT

POTENTIAL BIDDER: ____________________________

WESTLANDS: Westlands Water District

SITE: ____________________________

PROJECT: 2018 PP7-1 Low Flow Efficiency Improvements

In consideration of Westlands Water District (Westlands), permitting the undersigned potential bidder ("Bidder") to have access to, and to conduct investigations, tests and/or inspections on, the Site, the Bidder hereby agrees as follows:

A. To the greatest extent permitted by law, Bidder hereby releases, and shall defend, indemnify and hold harmless Westlands, and its officers, officials, employees, consultants, representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Bidder or any of Bidder's officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of Westlands or by any released and indemnified party. Bidder’s duty shall include the duty to defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification, and Bidder shall employ counsel reasonably acceptable to Westlands for this defense obligation. Nothing contained in the foregoing indemnity provisions shall be construed to required Bidder to indemnify the indemnified party in contravention of Section 2792 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party.

B. Bidder hereby waives the provisions of California Civil Code Section 1542 which provides as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

C. Bidder shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in Contract Documents.

D. Attached hereto (or to be delivered separately to Westlands before Bidder's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Section 00700, GENERAL CONDITIONS.

E. Although this Access, Indemnity and Release Agreement is not a Contract Document, it shall be fully effective and binding regardless of whether Bidder submits a Bid for the subject Project, is awarded a contract for the Project, or otherwise.
Name of Bidder: ________________________________

Signed By: ________________________________

Name: ________________________________

Title: ________________________________

Note: If a Corporation, this Indemnity Agreement must be signed by either the Corporation’s Chairman, President or Vice-President.

Address: ________________________________

____________________________________

Telephone: ________________________________

California Contractor’s License #: _________________

END OF SECTION
Name of Bidder: __________________________

SECTION 00400
BID FORM
WESTLANDS WATER DISTRICT
FRESNO, CALIFORNIA

Project Title: 2018 PP7-1 LOW FLOW EFFICIENCY IMPROVEMENTS

THIS BID IS SUBMITTED BY:

Name of Bidder: ______________________________________________________

SUBMIT BID TO:
Westlands Water District
3130 N. Fresno Street
Fresno, CA 93703-6056
NO LATER THAN: 2:00 P.M.
DATE OF BID: June 22, 2018

BID OPENING:
Westlands Water District
3130 N. Fresno Street
Fresno, CA 93703-6056
APPROXIMATELY 2:15 P.M.,
SAME DAY

TO: Name (Board, City Council, etc.)

BID IS SUBMITTED ON: ________________________, 20__ (Month/Day)

IMPORTANT NOTE:
All prices and bids must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person submitting the Bid. Changes in or additions to the Bid Form, recapitulations of the work bid upon, alternative bids, or any other modifications of the Bid Form which are not specifically called for in the Bid Form, will result in rejection of the bid by Westlands. Westlands will treat all such bids as not being responsive to the Invitation for Bids. Westlands will not consider any oral or telephonic or email modification of any bid submitted.

Proposed prices shall be for the total net price including all applicable taxes and charges (unless otherwise specified), delivered F.O.B., Westlands Water District, 2018 PP7-1 Low Flow Efficiency Improvements 3130 N. Fresno Street, Fresno, CA 93703-6056. Information must be furnished complete in compliance with the Contract Documents. The information requested and the manner of submission are essential to permit prompt evaluation of all Bids on a fair and uniform basis. Accordingly, Westlands reserves the right to declare as non-responsive, and reject any Bid in which material information requested is not furnished or where indirect or incomplete answers or information is provided.
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Submit with Bid:

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<th>Description</th>
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<td>D</td>
<td>Non-Collusion Affidavit</td>
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<tr>
<td>E</td>
<td>Iran Contracting Act Certification</td>
<td>E-1</td>
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<tr>
<td>F</td>
<td>Certification Regarding Debarment, Suspension, Proposed Debarment or Suspension</td>
<td>F-1</td>
</tr>
<tr>
<td>G</td>
<td>Certification of Authorization</td>
<td>G-1</td>
</tr>
</tbody>
</table>
I BIDDER REPRESENTATIONS

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Westlands in the form included in the Contract Documents to perform all Work as specified or indicated in the Contract Documents within the specified time and for the price indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The undersigned Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for thirty (30) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Westlands.

As provided by Section 4552, et. Seq., of the California Government Code, in submitting a Bid to Westlands, the Bidder offers and agrees that if the Bid is accepted, it will assign to Westlands all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.SC. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to Westlands pursuant to the bid. Such assignment shall be made and become effective at the time Westlands tenders final payment to the Bidder.

In submitting this Bid, the undersigned Bidder represents that:

- Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- Bidder is familiar with and has satisfied itself as to all federal, state, and local laws and Regulations and Permits that may affect cost, progress, and performance of the Work.
- Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Contract Documents.

Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Bidder, and safety precautions and programs incident thereto.

Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Contract Documents.

Bidder is aware of the general nature of work to be performed by Westlands and others at the Site that relates to the Work as indicated in the Contract Documents.
Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

As to the nature and scope of the Work, Bidder has given Westlands written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Westlands, if made, is acceptable to Bidder, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Westlands because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

II  ADDENDA

Bidder has purchased a complete set of Contract Documents and carefully examined and studied the Contract Documents, all related information available to Bidders as defined in the Contract Documents, and the following Addenda, receipt of all of which is hereby acknowledged. A Bid may be deemed non-responsive if all Addenda issued by Westlands are not listed.

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Addendum Date</th>
<th>Signature of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

III  BID SCHEDULE

Pursuant to your published Invitation for Bids for the above-referenced project, and in accordance with the approved Plans and Specifications for that project, the following Bid for said entire project is submitted by the firm indicated on this Bid Form.

The undersigned Bidder proposes and agrees to contract with Westlands to perform all of the above work, including subsidiary obligations as defined in the Contract Documents for the prices indicated in the BID SCHEDULE below.

Pursuant to the provisions of the California Labor Code Section 6707, each bid submitted shall contain, in the bid, the amount included for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum in bid item 2 below, the Bidder warrants that its action does not convey tort liability to Westlands, the Engineer, the Construction Manager, and other employees, agents, and subconsultants.

Further in submitting its Bid, the undersigned Bidder understands and agrees that that the Total Bid Price is determined by the sum total of all respective bid item amounts in the applicable Bid Schedule shown below. In the event the addition of the bid item extended amounts does not equal the Total Bid, the corrected addition of all bid item extended amounts will govern and Westlands
will correct the respective total(s) accordingly. In case of discrepancy between words and figures, words will prevail.

**Bidder must complete the Bid Items portion of the Bid Schedule.**

### BID SCHEDULE

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Bid Item Price, dollars</th>
<th>Total Bid Item Price, dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization/Demobilization (not to exceed 6% of Total Bid Price)</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Worker Protection and Safety/Shoring pursuant to the California Labor Code all applicable safety orders and permits.</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Relocated Stockpile</td>
<td>CY</td>
<td>1,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>All Work in accordance with the Contract Documents, with the exception of work included under bid Items 1 through 3.</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE** (Items 1 through 4) $_____________________________

**TOTAL BID PRICE** (in words)________________________________________

Bid prices shall include everything necessary for the completion of the work stipulated in the Contract Documents, including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include all federal, state and local taxes.

**IV COMPLETION**

In accordance with the Specifications, the undersigned Bidder agrees to plan the Work and to prosecute it with such diligence that said Work shall be commenced within ten (10) days after the date of Notice to Proceed and shall be completed within the contract completion times specified in the Agreement. Furthermore, the undersigned Bidder accepts the liquidated damages specified in the Agreement in the event of failure to complete the Work within the specified times.

**V ATTACHMENTS**

The Bidder shall complete all parts of, and submit with its Bid, the following attachments:

A. Certification of Bidder’s Experience and Qualifications

B. Designation of Subcontractors

C. Bidder’s Bond

D. Non-Collusion Affidavit
Name of Bidder: ________________

E. Iran Contracting Act Certification
F. Certification Regarding Debarment, Suspension, Proposed Debarment or Suspension
G. Certification of Authorization

VI BIDDER’S CALIFORNIA CONTRACTOR’S LICENSE INFORMATION

The undersigned Bidder is licensed in accordance with Chapter 9, Division 3 of California Business and Professions Code and section 3300 of the California Public Contract Code, and the laws of the State of California

Bidder’s Valid California Contractor’s License No. _____________________________

Classification(s) _____________________________

Expiration Date: _____________________________

Bidder has contracted under this license number for _______ Years

VII BIDDER’S CALIFORNIA PUBLIC WORKS PROJECT REGISTRATION INFORMATION

The undersigned Bidder is registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Bidder’s Valid Public Works Registration No. ________________

Registration Date: ________________

Expiration Date: ________________

The undersigned hereby swears and certifies under the penalty of perjury that all representations made herein are true.

If Bidder is:

An Individual

Name (typed or printed): _____________________________

By: _____________________________ (SEAL)

(Individual’s signature)

Doing business as: _____________________________

Business Address: _____________________________

Phone Number: (   )  ________________  FAX Number: (   )  ________________

Email Address of Authorized Representative: _____________________________
A Partnership

Partnership Name (typed or printed): ________________________________

By: ________________________________ (SEAL)

(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): ________________________________

Business Address: ________________________________

Phone Number: (    ) FAX Number: (    )

Email Address of Authorized Representative: ________________________________

A Corporation or Limited Liability Corporation

Corporation Name (typed or printed): ________________________________

State of Incorporation: ________________________________

By: ________________________________ (SEAL)

(Signature – attach evidence of authority to sign)

Name (typed or printed): ________________________________

Title: ________________________________

Attest: ________________________________

(Signature of Corporate Secretary)

Name (typed or printed): ________________________________

Date of Qualification to do business is ________________________________

Business Address: ________________________________

Phone Number: (    ) FAX Number: (    )

Email Address of Authorized Representative: ________________________________
A Joint Venture

Joint Venture Name (typed or printed): _________________________________

By: ____________________________ (SEAL)
(Signature of Joint Venture Partner - attach evidence of authority to sign)

Name (typed or printed): __________________________________________

Title: ___________________________________________________________

Business Address: ________________________________________________

Phone Number: _______ FAX Number: _______

Email Address of Authorized Representative: __________________________

Joint Venture Name (typed or printed): _________________________________

By: ____________________________ (SEAL)
(Signature of Joint Venture Partner - attach evidence of authority to sign)

Name (typed or printed): __________________________________________

Title: ___________________________________________________________

Business Address: ________________________________________________

Phone Number: _______ FAX Number: _______

Email Address of Authorized Representative: __________________________

Joint Venture Name (typed or printed): _________________________________

By: ____________________________ (SEAL)
(Signature of Joint Venture Partner - attach evidence of authority to sign)

Name (typed or printed): __________________________________________

Title: ___________________________________________________________

Business Address: ________________________________________________

Phone Number: _______ FAX Number: _______

Email Address of Authorized Representative: __________________________
ATTACHMENT A
CERTIFICATION OF BIDDER’S EXPERIENCE AND QUALIFICATIONS

The undersigned Bidder represents that it is duly licensed, competent, and knowledgeable and has the special skills on the nature, extent and inherent conditions of the work to be performed on this project. Bidder further acknowledges that the conditions inherent in the construction of particular facilities may create, during construction, unusual or unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt and implement protective measures to adequately and safely perform the construction work with respect to such hazards. The prospective Bidder’s qualifications and responses to the questions set forth below are part of Westlands’ evaluation of the Bidder’s eligibility to receive the award based on the Bidder’s responsibility and responsiveness. Westlands has determined that only Bidders meeting the mandatory minimum experience and qualification requirements set forth below will have the requisite quality, fitness, capacity and experience to perform the highly complex and vital construction work on this Project.

A. QUESTIONS REGARDING BIDDER’S RESPONSIBILITY AND FITNESS TO CONTRACT FOR THE WORK.

If the Bidder answers “Yes” to any of questions 1 through 9 below, the Bidder must provide on a separate sheet a complete, detailed explanation of all of the facts and circumstances concerning the reasons for answering “Yes”, and shall provide written documentation supporting its response.

1. Has your company’s contractor’s license been revoked at any time in the last five years?
   □ Yes    □ No

2. Within the last five years, has a surety company completed a contract on your company’s behalf, or paid for the completion of a contract to which your company was a party, because your company was considered to be in default or was terminated with cause by the project owner?
   □ Yes    □ No

3. At the time of submitting this minimum qualification questionnaire, is your company ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 or Labor Code section 1777.7?
   □ Yes    □ No

4. At any time in the last five years, has your company, or any of its officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of any federal, state or local government contract?
   □ Yes    □ No
5. Has your company or any if its owners, officers or partners ever been found liable in a civil suit for making any false claim or material misrepresentation to any federal, state or local public agency or entity?
   □ Yes  □ No

6. In the last five years, has your company been denied an award of a public works contract based on a finding by any federal, state or local public agency that your company was not a responsible Bidder?
   □ Yes  □ No

7. In the last three years, has your company been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?
   NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.
   □ Yes  □ No

8. As a result of your company’s actions or inactions, has the federal EPA, Region IX, a local California air quality management or air pollution control district, Regional Water Quality Control Board, or State Water Resources Control Board successfully and finally assessed penalties either against your company, or against an owner for violations occurring on a project on which your company was the contractor, three or more times in the past three years?
   NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.
   □ Yes  □ No

9. As a result of your company’s actions or inactions, has the federal EPA, Region IX, a local California air quality management or air pollution control district, Regional Water Quality Control Board, or State Water Resources Control Board successfully and finally assessed a single penalty either against your company, or against an owner for a violation occurring on a project on which your company was the contractor, for a penalty amount over $100,000 in the last three years?
   NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.
   □ Yes  □ No

B. MANDATORY MINIMUM EXPERIENCE REQUIREMENTS

The Bidder has been engaged in the contracting business, under the present business name for ________ years and has experience in work of a nature similar to this project which extends over a period of ________ years (Bidder must show at least five (5) years of related experience). Work of similar nature is described below.

Has your company, as a prime construction contractor, ever failed to satisfactorily complete a contract awarded to it?

□ N/A  □ Yes, if yes, explain on a separate, signed sheet.
Given the nature, scope, schedule constraints and importance of the timely and successful completion of the Project to further the interests of Westlands and its members, the Bidder must provide all information required below demonstrating that it has completed within the last six (6) years at least five (5) projects of the following type:

1. Water or Wastewater Treatment Plant project where the removal of groundwater during construction and shored excavations deeper than 10 feet below original grade were part of the Contractor’s contract; and where mechanical and electrical equipment were also part of the Contractor’s contract; or

Municipal Stormwater or Sewage Pump Station project where the removal of groundwater during construction and shored excavations deeper than 10 feet below original grade were part of the Contractor’s contract; and where mechanical and electrical equipment were also part of the Contractor’s contract. Any projects listed below which are not as defined above will not be considered by Westlands in meeting this pre-requirement experience requirement. For example, pipeline projects are not considered a pumping plant.

If the Bidder is a Joint Venture of two or more companies, each participant in the Joint Venture shall meet this prior project experience requirement and provide project information for each Joint Venture participant in the format found below.

**Project #1**

<table>
<thead>
<tr>
<th>Name:</th>
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<tbody>
<tr>
<td>Owner:</td>
<td></td>
</tr>
<tr>
<td>Total Value of Construction Contract, Including Change Orders:</td>
<td>_________________</td>
</tr>
<tr>
<td>Construction Time:</td>
<td>__________ Calendar Days</td>
</tr>
<tr>
<td>Owner’s Representative:</td>
<td></td>
</tr>
<tr>
<td>Owner’s Representative Telephone No.:</td>
<td>__________________________</td>
</tr>
<tr>
<td>Engineer or On-Site Construction Mgr.:</td>
<td>__________________________</td>
</tr>
<tr>
<td>Engineer or On-Site CM’s Telephone No.:</td>
<td>__________________________</td>
</tr>
<tr>
<td>Date of Substantial Completion:</td>
<td>___________________</td>
</tr>
<tr>
<td>Duration of Project (in months)</td>
<td>__________________________</td>
</tr>
</tbody>
</table>
Project #2
Name: ____________________________________________________________
Owner: ____________________________________________________________
Total Value of Construction Contract, Including Change Orders: ______________
Construction Time: ________ Calendar Days
Owner's Representative: ________________________________________________
Owner's Representative Telephone No.: _________________________________
Engineer or On-Site Construction Mgr.: _________________________________
Engineer or On-Site CM’s Telephone No.: _______________________________
Date of Substantial Completion: ________________________________
Duration of Project (in months) ________________________________

Project #3
Name: ____________________________________________________________
Owner: ____________________________________________________________
Total Value of Construction Contract, Including Change Orders: ______________
Construction Time: ________ Calendar Days
Owner's Representative: ________________________________________________
Owner's Representative Telephone No.: _________________________________
Engineer or On-Site Construction Mgr.: _________________________________
Engineer or On-Site CM’s Telephone No.: _______________________________
Date of Substantial Completion: ________________________________
Duration of Project (in months) ________________________________
Name of Bidder: ________________

Project #4 Name: _____________________________________________________________
Owner: ___________________________________________________________________
Total Value of Construction Contract, Including Change Orders: _________________
Construction Time: ____________ Calendar Days
Owner’s Representative: _______________________________________________________
Owner’s Representative Telephone No.: _________________________________________
Engineer or On-Site Construction Mgr.: _________________________________________
Engineer or On-Site CM’s Telephone No.: _______________________________________
Date of Substantial Completion: ____________________________
Duration of Project (in months) ________________________________

Project #5 Name: _____________________________________________________________
Owner: ___________________________________________________________________
Total Value of Construction Contract, Including Change Orders: _________________
Construction Time: ____________ Calendar Days
Owner’s Representative: _______________________________________________________
Owner’s Representative Telephone No.: _________________________________________
Engineer or On-Site Construction Mgr.: _________________________________________
Engineer or On-Site CM’s Telephone No.: _______________________________________
Date of Substantial Completion: ____________________________
Duration of Project (in months) ________________________________

This form is to be fully completed and submitted by the Bidder with the Bid. Bidder is not allowed to provide a substitute form of similar information.

Westlands will check project references listed to verify information provided along with skills and capacity represented by Bidder. It is very important that the Bidder verify that all contact information is current for each name listed above.
C. CLAIMS

Bidder shall identify each claim filed against it in the last five (5) years by any project owner in arbitration or litigation seeking in excess of $500,000 and which (i) the project owner prevailed; or (ii) the resolution resulted in the project owner receiving an amount equal to or in excess of 55% of the amount asserted. For each such claim, Bidder shall provide the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution and the amount of the resolution). Are there any pending claims against your company that should you lose the claim(s), would adversely affect your financial position or your ability to meet your obligations if awarded the contract for this project? If so, please explain.

Claims Filed Against Bidder

<table>
<thead>
<tr>
<th>Project Name:</th>
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<tbody>
<tr>
<td>Date of Claim:</td>
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<tr>
<td>Claimant Name:</td>
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<tr>
<td>Court:</td>
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<tr>
<td>Status of Claim:</td>
<td></td>
</tr>
<tr>
<td>Explanation:</td>
<td></td>
</tr>
</tbody>
</table>

Bidder shall identify each claim filed by it in the last five (5) years against any project owner in arbitration or litigation seeking in excess of $500,000 and which (i) the Bidder lost; or (ii) the resolution resulted in the Bidder receiving an amount equal to less than 50% of the amount asserted. For each such claim, Bidder shall provide the project name, date of the claim, name of the project owner, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution and the amount of the resolution). Are there any pending claims by your company against a project owner that should you lose the claim(s), would adversely affect your financial position or your ability to meet your obligations if awarded the contract for this project? If so, please explain.

Claims Filed By Bidder

<table>
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<tr>
<th>Project Name:</th>
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<tbody>
<tr>
<td>Date of Claim:</td>
<td></td>
</tr>
<tr>
<td>Claimant Name:</td>
<td></td>
</tr>
<tr>
<td>Court:</td>
<td></td>
</tr>
</tbody>
</table>
Name of Bidder: ____________________

Status of Claim: _____________________________________________________________

Explanation: _______________________________________________________________

______________________________________________________________

Failure of the Bidder to provide current and valid project contact information, all information required by this Attachment A certification, and/or failure of the Bidder to meet the pre-requisite experience may be grounds for Westlands to determine the Bidder to be non-responsive and/or non-responsible and therefore ineligible for contract award.

VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Statement of Qualifications Questionnaire. I certify and declare that the foregoing is true and correct.

Signed this ______ day of ____________________, 20____

________________________________________

Bidder’s Name

________________________________________

Authorized Signature Date

________________________________________

Title of Signator

END OF CERTIFICATION OF BIDDER’S EXPERIENCE AND QUALIFICATIONS
Name of Bidder: ________________

(This page left blank intentionally)
ATTACHMENT B

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, sections 4100 et seq., each Bidder shall set forth below the following information for each Subcontractor who will perform work or labor or render service to Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of Bidder’s Total Bid Price: (a) the name and the location of the place of business, (b) the California State Licensing Board contractor license number, (c) the Department of Industrial Relations public works contractor registration number, and (d) the portion of the work which will be done.

If no Subcontractor is specified, for a portion of the work, or if more than one Subcontractor is specified for the same portion of Work, then Bidder shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

The Bidder’s attention is directed to the provisions found in Section 00100-22.0, WORK PERCENTAGES, which stipulates the percent of the Work to be performed with the Bidder’s own forces.

No Subcontractor may be listed on a Bid for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Subcontractor’s California Contractor’s license numbers must be written in for each listed subcontractor.

<table>
<thead>
<tr>
<th>Work to be done by Subcontractor</th>
<th>Percent of Total Bid Price</th>
<th>Name of Subcontractor</th>
<th>Address of Business</th>
<th>CSLB Contractor License Number</th>
<th>DIR Registration Number</th>
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Name of Bidder: ________________________

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<th>Work to be done by Subcontractor</th>
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Name of Bidder ________________________

Signature ________________________

Print Name and Title ________________________

Dated ________________________

(USE ADDITIONAL SHEETS IF NECESSARY)

Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.

SUBMIT THIS SHEET AS PART OF YOUR BID
ATTACHMENT C

BIDDER’S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED
________________________________________________ as principal; and ___________________________ as Surety, are
hereby held and bound unto Westlands Water District, hereinafter called “Westlands”, in the
sum of ________________________________ dollars ($______________), which sum is
equal to at least ten (10) percent of the total amount of the Bid, including all additive items,
for the Work, payment of which sum, well and truly to be made, we hereby jointly and severally
bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to Westlands
a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing,
for the construction of:

Westlands, 2018 PP7-1 Low Flow Efficiency Improvements

NOW, THEREFORE,

a) If the Bid is rejected, or in the alternative,
b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in
the form of Contract attached hereto (all completed in accordance with said
Bid and Contract), files two bonds with Westlands, one to guarantee faithful
performance of the Contract and the other to guarantee payment for labor and
materials as provided by law, and shall in all other respects perform the
agreement created by the acceptance of said Bid;

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all default of the
Principal hereunder shall be the amount of this obligation as herein stated.

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

Should Westlands file an action in a court of law to enforce this bond, the prevailing party shall be
entitled to recover any and all costs and fees associated with the litigation, including but not limited
to attorneys’ fees and experts’ fees. The parties agree that proper venue and jurisdiction for such
an action will be the Superior Court of California in Fresno County; any party’s rights to other
venue or jurisdiction under law (such as California Code of Civil Procedure sections 392 et seq.)
are expressly waived.

IN WITNESS THEREOF, the above-bounden parties have executed this instrument under their
several seals this ________ day of __________________, 20__, the name and corporate seal
of each corporate party being hereto affixed and those presents duly signed by its undersigned
representative, pursuant to authority of its governing body.
Name of Bidder: ____________________

IN PRESENCE OF:

Principal Signature  ________________________________ (Seal)

Principal Name  ______________________________________

Business Address  ______________________________________

Surety Signature   ________________________________

Surety Principal Name  ______________________________________

Surety Name  ________________________________ (Seal)

Business Address  ______________________________________

(Note: This bond must be signed and acknowledged by both the Principal and Surety before a Notary Public, and acknowledgments, with Notarial Seals, attached hereto. Surety must be authorized and licensed by the California Insurance Commissioner as an “admitted surety insurer.”) 1/05

SUBMIT BOND OR OTHER CASH GUARANTEE AS PART OF YOUR BID

END OF BIDDER’S BOND
ATTACHMENT D
NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA
COUNTY OF _____________________

_______________________, being first duly sworn, deposes and says that he or she is ______________________[Title] of _____________________ the party making the foregoing bid and attests to all of the following.

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

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

Signed: ______________________________

Title: ________________________________

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

Subscribed and sworn to before me this

_________ day of ________________, 20 ______,

by_____________________________________,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

_________________________

Signature
ATTACHMENT E
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code section 2200 et seq.)

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

☐ Contractor is not:

(I) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

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

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

☐ The amount of the Contract payable to Contractor for the work does not exceed $1,000,000.

Signed______________________________________________________

Titled_______________________________________________________

Firm_________________________________________________________

Date_________________________________________________________

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

(This page left blank intentionally)
ATTACHMENT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Bidder hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Bidder and/or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.

4. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Bidder shall provide immediate written notice to Westlands if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to Westlands, Westlands may terminate the Contract resulting from this solicitation for default.

BIDDER: ___________________________ Date ________________

BY: ___________________________

Signature

__________________________

Type/Print Name

__________________________

Title
(THIS PAGE LEFT BLANK INTENTIONALLY)
ATTACHMENT G

CERTIFICATE OF AUTHORIZATION
(If Contractor is a Corporation or a Limited Liability Corporation)

STATE OF ________________
COUNTY OF ________________

I HEREBY CERTIFY that at a meeting of the Board of Directors of the ____________________
________________________________________________, a Corporation existing under the
laws of the State of California, held on____________, 20__, the following resolution duly
passed and adopted:

"RESOLVED, that ________________________________________________________,
as President of the Corporation, be and is hereby authorized to execute the Bid
dated____________, 20__, between Westlands Water District and this Corporation and
that his/her execution thereof, attested by the Secretary of this Corporation, with the
Corporate seal affixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
Corporation this___________ day of____________, 20__.

(seal)

Secretary

Corporate Officer

Company Address:
CERTIFICATE OF AUTHORIZATION
(If Contractor is a Partnership)

STATE OF __________________
COUNTY OF ________________

I HEREBY CERTIFY that at a meeting of the Partners of the ________________________
________________________________________________, a Partnership existing under the laws of the State of California, held on__________,20___, the following resolution duly passed and adopted:

“RESOLVED, that ________________________________, as____________________________ of the Partnership, be and is hereby authorized to execute the Bid dated__________, 20___, between Westlands Water District and this Partnership and that his/her execution thereof, attested by the __________________________, shall be the official act and deed of this Joint Venture.”

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this__________ day of____________, 20__.  

________________________________________
Managing Partner

Company Address:

_____________________________________ 
_____________________________________ 
_____________________________________
CERTIFICATE OF AUTHORIZATION
(If Contractor is a Joint Venture)

STATE OF ________________
COUNTY OF ________________

I HEREBY CERTIFY that at

a meeting of the Principals of the ________________

______________________________, a Joint Venture existing under the

laws of the State of California, held on__________,20___, the following resolution duly

passed and adopted:

“RESOLVED, that ________________ of the Joint Venture, be and is hereby

authorized to execute the Bid dated__________, 20__, between Westlands Water

District and this Joint Venture and that his/her execution thereof, attested by the

______________________________, shall be the official act and deed of this Joint Venture.”

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Joint

Venture this__________ day of__________, 20__.

________________________________
Managing Principal

Joint Venture Address:

________________________________
________________________________
________________________________
Name of Bidder: ____________________

(This page left blank intentionally)
SECTION 00500
NOTICE OF AWARD

Date: ________________________________

To: ____________________________________

(Name of Bidder)

Address: ___________________________________

Project: 2018 PP7-1 Low Flow Efficiency Improvements

You are notified that your Bid dated _________ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for 2018 PP7-1 Low Flow Efficiency Improvements.

The Total Contract Price of your Contract is ___________________________ Dollars ($______________).

Three (3) copies of each of the proposed Section 00510, Agreement for Construction accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date you receive this Notice of Award.

1. Deliver to Westlands, three (3) signed copies of the Agreement, as found in Section 00510, leaving the date blank. Deliver to the attention of: Dan Pope, Chief Operating Officer. If mailed, please mail to Dan Pope, Westlands Water District, 3130 N. Fresno Street, Fresno, CA 93703-6056.

2. Deliver with the Agreement the appropriate Certificate of Authorization found in Sections 00515, 00520 or 00525.

3. Deliver with the Agreement the Contract Bonds as specified in Section 00700, GENERAL CONDITIONS, and found in Sections 00530, FAITHFUL PERFORMANCE BOND, and 00535, PAYMENT BOND.

4. Deliver with the Agreement all required original Insurance Certificates and endorsements.

5. Deliver with the Agreement a signed Certificate of Drug-Free Workplace found in Section 00550.

6. Deliver with the Agreement a signed Workers’ Compensation Insurance Certificate found in Section 00555.
7. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle the Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten (10) calendar days after you comply with the above conditions, the Owner will return to you one fully executed Agreement for your records.

Westlands Water District

By:  

Its:  

Copy to: Owner’s Representative  
Engineer  
Construction Manager

END OF SECTION
SECTION 00510

AGREEMENT FOR THE CONSTRUCTION OF
2018 PP7-1 LOW FLOW EFFICIENCY IMPROVEMENT
(Document will be re-typed after Contract Award)

THIS AGREEMENT made and entered into this ___ day of __________, 20__, between Westlands Water District, a [California Water District], hereinafter referred to as [“Westlands”], and, ____________________________, hereinafter referred to as “Contractor”;

RECITALS

WHEREAS, Westlands heretofore caused plans and specifications for the Work hereinafter mentioned to be prepared, and therefore did approve and adopt the plans and specifications; and

WHEREAS, Westlands solicited Bids by Invitation for Bids for the performance of the Work; and

WHEREAS, Contractor, in response to such Invitation for Bids, submitted to Westlands within the time specified in the Invitation for Bids, and in the manner provided for therein, a sealed Bid for the performance of the Work specified in the Contract Documents, which the Bid, and the other Bids submitted in response to the Notice, Westlands publicly opened and canvassed in the manner provided by law; and

WHEREAS, Contractor was the lowest responsible Bidder for the performance of the Work, and Westlands, as a result of the canvass of the Bids, did determine and declare Contractor to be the lowest responsible Bidder for the Work and award a Contract to Contractor to do the Work referred to in the aforementioned plans and specifications; and

WHEREAS, Contractor is ready, willing and able to complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings and all other terms and conditions of the Contract Documents; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter, Westlands and Contractor agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 The Work. Contractor shall furnish all labor, materials, tools, apparatus, equipment, insurance, bonds, special services and skill to construct and complete in good workmanlike and substantial manner to the satisfaction of Westlands all the Work called for, and in the manner designated in, and in strict conformity with the Contract Documents for the project entitled: 2018 PP7-1 Low Flow Efficiency Improvements. All incidental work not shown on the Plans or specified herein which is necessary to complete the Work so as to provide the project described, or shown, shall be furnished and installed as part of this Contract at no additional cost to Westlands.

1.2 Location of Work. The Work will be performed at the following location:

- Westlands’ Pumping Plant 7-1, on Adams Avenue, approximately 2.5 miles east of Highway 33, near Tranquillity, CA.
ARTICLE 2 – CONTRACT DOCUMENTS

Contract Documents.

The Contract Documents consist of the following documents:

- Invitation for Bids (Section 00020)
- Instructions to Bidders (Sections 00100 through 00180)
- Bid Form (Section 00400), including the Bid Guaranty
- Agreement (Section 00510);
- Performance Bond (Section 00530);
- Payment Bond (Section 00535);
- Escrow Agreement for Security Deposits in Lieu of Retention (Section 00545), if used;
- Certificate of Drug-Free Workplace (Section 00550);
- Final Closeout Agreement and Release of Claims (Section 00680);
- Guarantee Form (Section 00690);
- Westlands Water District General Conditions (Section 00700);
- Special Provisions (Section 00800);
- General Requirements (Division 1);
- Technical Specifications (Divisions 2 through 16);
- Contract Drawings;
- Addenda;
- Permits from other agencies as may be required by law;
- Storm Water Pollution Prevention Plan (SWPPP); and
- All other documents incorporated by reference into these Contract Documents.
- Exhibits to this Agreement (enumerated as follows):
  - Insurance Certificates and Endorsements as Exhibit__.
- The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - Notice to Proceed (Section 00600);
  - Contract Schedule
  - Field Directive(s);
  - Change Order(s);
  - Construction Change Directive;
  - Field Order(s)
  - Supplemental Drawings.

2.2 Not Contract Documents. There are no Contract Documents other than those listed in this Section 00510, ARTICLE 2, CONTRACT DOCUMENTS. Section 00200, INFORMATION AVAILABLE TO BIDDERS and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided for in Section 00700, GENERAL CONDITIONS and Section 00800 SPECIAL PROVISIONS.
2.3 **Definitions and Terms.** Unless otherwise specifically provided herein, all terms, words and phrases defined in the General Conditions and Special Provisions, shall have the same meaning and intent in this Agreement.

2.4 **Entire Contract; Interpretation.** This Agreement, together with the Contract Documents, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto (including without limitation, Westlands’ award of the Contract to Contractor and any applicable letter of intent), unless such agreement is expressly incorporated herein.

2.5 **Severability.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Westlands and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2.6 **Amendments.** The terms of this Agreement or the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except as authorized by the Contract documents or by a written instrument signed by the Parties.

2.7 **Further Assurances.** The Parties shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement and the Contract Documents.

**ARTICLE 3 – CONTRACT PRICE**

3.1 **Contract Amount and Payments.** Subject to additions and deductions by Change Order(s) as provided in the Contract Documents, and/or adjustments for actual payment quantities in the case of unit price contracts, Westlands agrees to pay and Contractor agrees to accept, in full payment for completion of the Work in accordance with the Contract Documents $_______________ DOLLARS ($_______________) as the stipulated sum price which Contractor bid in its Bid Form. Compensation for Unit Price Items shall be based upon the unit prices stated in the Bid Form times the actual quantities or units of work and materials performed or furnished. Unit prices paid by Westlands may change depending on actual quantities or units or work completed in accordance with the General Conditions. This Total Contract Price includes all allowances, if any, provided for in the Contract Documents.

Progress and final payments shall be in accordance with the General Conditions.

When, under the provisions of this Agreement, Westlands shall charge any sum of money against Contractor, Westlands shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to Contractor from Westlands. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay Westlands' charges against him, Westlands shall have the right to recover the balance from Contractor or its sureties.

3.2 **Substitution of Securities for Money Withheld.** At any time prior to final payment, Contractor may request substitution of securities for any money withheld by Westlands to ensure
performance of the Agreement in the manner as provided by California Public Contract Code section 22300. At the expense of Contractor, securities equivalent to the money withheld may be deposited with Westlands or with an approved financial institution as escrow agent according to a separate Security Agreement. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit.

ARTICLE 4 – CONTRACT TIMES

4.1 **Time is of the Essence.** All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of this Agreement.

4.2 **Commence Work.** Contractor shall commence execution of the Work on the date established in the Notice to Proceed. Westlands reserves the right to modify or alter the Commencement Date of the Work.

4.3 **Days to Achieve Contract Times.** Contractor shall diligently execute the Work to complete each Milestone, Substantial Completion and completion and readiness for final payment by the completion date and in the manner provided for by the Contract Documents.

4.4 **Liquidated Damages.** Westlands and Contractor recognize that time is of the essence of this Agreement and that Westlands will suffer financial loss if the Work is not completed within the contract times specified in the Contract Documents. The actual fact of the occurrences of damages and the actual amount of the damages which Westlands would suffer if the Work were not completed within the specified times are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it would be impracticable and extremely difficult to fix the actual damages.

Damages which Westlands would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; the loss suffered by the public within Westlands’ membership by reasons of the delay in the completion of the Project to serve the public at the earliest possible time; and, costs associated with ongoing and extended permit compliance.

Accordingly, Westlands and Contractor agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire Work or such portion of the Work that Westlands identifies in the Contract Documents, within the times specified.

The amount of liquidated damages to be paid by Contractor to Westlands are set forth in Section 00800, SPECIAL PROVISIONS.

4.5 **Termination After Allotted Working or Calendar Days.** In addition to any rights it may have, Westlands may terminate this Contract, Contractor’s control or Contractor’s right to proceed at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted. Upon such termination Contractor shall not be entitled to receive any compensation for services rendered by it before or after such termination, and it shall be liable to Westlands for liquidated damages for all periods of time beyond such termination date until the work is completed.
ARTICLE 5 – INSURANCE AND BONDS

5.1 Insurance. Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions and the Special Provisions. By execution of this Agreement, Contractor certifies as follows:

“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.”

5.2 Faithful Performance Bond and Payment Bond. Contractor, simultaneously with the execution of the Agreement, shall furnish a Faithful Performance Bond to guarantee the Faithful Performance of the Contract equal to one hundred (100%) of the Total Contract Price set forth in Article 4 and a Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California equal to one hundred percent (100%) of the Total Contract Price set forth in Article 4. The bonds must be issued by a surety company admitted in California and with a current A.M. Best’s rating of no less than A-:VII or equivalent, unless otherwise approved by Westlands.

Any alteration(s) made in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alteration(s) is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 and 2845 of the California Civil Code.

Contractor must submit the following document with the bonds: The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

ARTICLE 6 – WESTLANDS’ REPRESENTATIVE(S) AND CONSULTANTS

See Section 00800, SPECIAL PROVISIONS.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

7.1 Representations and Warranties. In order to induce Westlands to enter into this Agreement, Contractor makes the following representations and warranties:

A. Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

B. Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, record drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Section 00200, INFORMATION AVAILABLE TO BIDDERS, or which may appear in the Contract Documents. Contractor further acknowledges and agrees that, in executing the Agreement, it is relying on its own observation of (1) the site of the Work, (2) access to the Site, (3) all other data and matters requisite to the fulfillment
C. Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

D. Contractor has given Westlands prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and record drawings and actual conditions and the written resolution thereof (if any) through Addenda issued by Westlands is acceptable to Contractor.

E. Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

F. Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

ARTICLE 8 – LABOR CODE COMPLIANCE

Westlands affirmatively identifies this Project as a “public work” as that term is defined by California Labor Code section 1720, and the Project is, therefore, subject to prevailing wages under California Labor Code section 1771. Contractor and its subcontractors shall fully comply with all provisions of the California Labor Code governing the performance of public works contracts including, but not limited to payment of prevailing wages, limitations on time work, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 Assignment. Contractor shall not assign this Contract or any rights under or interests in the Contract without Westlands’ written approval. No assignment will release or discharge Contractor from any duty or responsibility under the Contract Documents.

9.2 Successors and Assigns; No Third Party Beneficiaries. The provisions of this Agreement and the Contract Documents shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the Parties. Nothing contained in this Agreement or the Contract Documents is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights or remedies hereunder. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement or the Contract Documents.

9.3 Contractor Bankrupt. If Contractor should commence any proceeding under federal bankruptcy law, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then Westlands may, without prejudice to any other right or remedy,
terminate the Agreement and complete the Work by giving notice to Contractor and its surety according to the General Conditions.

Westlands shall have the right to complete, or cause completion of the Work, all as specified in the General Conditions.

9.4 **Unfair Competition.** The following provision is included in this Agreement pursuant to California Public Contract Code Section 7103.5.

"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 assigning 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 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, with further acknowledgment by the parties."

9.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate on the basis of a person’s race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any affirmative obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by Westlands.

9.6 **No Waiver of Remedies.** Neither the inspection by or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by Westlands, nor any extensions of time, nor any positions taken by Westlands or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to Westlands or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and Westlands shall have any and all equitable and legal remedies, which it would in any case have.

9.7 **Governing Law.** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Fresno, State of California, and governed by California law. By entering into this Agreement, Contractor consents and submits to the jurisdiction of Courts of the State of California, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents.

9.8 **Notices.** Except as otherwise specified herein, all notices to be sent pursuant to this Agreement or the Contract Documents shall be made in writing, and sent to the Parties at their
respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

A. personal delivery, in which case notice is effective upon delivery;

B. certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

C. nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

D. facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient’s time or on a non-business day.

Any written notice to Contractor shall be sent to:

__________________________________________

__________________________________________

Attn:

__________________________________________

Any written notice to Westlands shall be sent to:

__________________________________________

__________________________________________

Attn:

9.9 **Execution in Counterparts.** This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:  

(If Contractor is corporation, must be signed by two authorized officers of the corporation.)

Date: ___________________________  Tax I.D. Number: ___________________________

Signature  

Signature

Print Name  

Print Name

Title  

Title

WESTLANDS WATER DISTRICT  
A California Water District

Name, Title  

Date

ATTEST:  

FUNDING AVAILABLE:

Name, Title  

Board Approval Date

ORIGINAL APPROVED AS TO CONTENT  

ORIGINAL APPROVED AS TO FORM

Name, Title  

Name, Title
CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided.

State of California

County of ________________________________

On __________ before me, ________________________________

Date

Insert Name and Title of the Officer

personally appeared ________________________________

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature ________________________________

Signature of Notary Public

Seal

END OF SECTION
SECTION 00515

CERTIFICATE OF AUTHORIZATION
(If Contractor is a Corporation or a Limited Liability Corporation)

STATE OF ____________
COUNTY OF ____________

I HEREBY CERTIFY that at a meeting of the Board of Directors of the ______________
______________________________, a Corporation existing under the
laws of the State of California, held on__________, 20___, the following resolution duly
passed and adopted:

"RESOLVED, that ______________________________________________________,
as President of the Corporation, be and is hereby authorized to execute the Agreement
dated______________, 20__, between Westlands Water District and this Corporation and
that his/her execution thereof, attested by the Secretary of this Corporation, with the
Corporate seal affixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
Corporation this___________ day of____________, 20__.

(seal)

Secretary

________________________________________________
Corporate Officer

Company Address:

________________________________________________
________________________________________________
________________________________________________

END OF SECTION
SECTION 00520

CERTIFICATE OF AUTHORIZATION
(If Contractor is a Partnership)

STATE OF ________________
COUNTY OF ________________

I HEREBY CERTIFY that at a meeting of the Partners of the ______________________
________________________________________________, a Partnership existing under the
laws of the State of California, held on__________,20____, the following resolution duly
passed and adopted:

"RESOLVED, that ________________________________, as__________________________, of the Partnership, be and is hereby
authorized to execute the Agreement dated______, 20__, between Westlands Water
District and this Partnership and that his/her execution thereof, attested by the
__________________________, shall be the official act and deed of this Joint Venture."

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this___________ day of__________,
20__.  

________________________________________________________________________
Managing Partner

Company Address:

________________________________________________________________________
________________________________________________________________________

END OF SECTION
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SECTION 00525

CERTIFICATE OF AUTHORIZATION
(If Contractor is a Joint Venture)

STATE OF ________________
COUNTY OF ________________

I HEREBY CERTIFY that at

a meeting of the Principals of the ____________________

__________________________________________________, a Joint Venture existing under the

laws of the State of California, held on__________, 20__, the following resolution duly

passed and adopted:

"RESOLVED, that ________________________________,
as______________________________ of the Joint Venture, be and is hereby

authorized to execute the Agreement dated____________, 20__, between Westlands

Water District and this Joint Venture and that his/her execution thereof, attested by the

______________________________, shall be the official act and deed of this Joint Venture."

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Joint

Venture this________ day of____________, 20__.


Managing Principal

Joint Venture Address:


END OF SECTION
SECTION 00530

FAITHFUL PERFORMANCE BOND

BOND NO.: ______________
PREMIUM: ______________

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Westlands Water District (hereinafter referred to as “Westlands”), has awarded to ______________________________, (hereinafter designated as the "Principal") a contract for the 2018 PP7-1 Low Flow Efficiency Improvements (the “Project”); and

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

WHEREAS, said Principal is required under the terms of said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents;

NOW, THEREFORE, we the Principal, and ______________________________, as Surety, a corporation duly organized and duly authorized to transact business under the laws of the state of California, are held and firmly bound unto Westlands, in the penal sum of ______________________________ Dollars ($______), lawful money of the United States, said sum being one hundred percent (100%) of the total amount of the Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, Principal’s heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the Contract Documents and any alterations made as therein provided, on Principal’s part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning; and shall faithfully fulfill all obligations including the guarantee of all materials and workmanship; and shall indemnify and save harmless Westlands, its officers, officials and agents, as stipulated in said Contract Documents, then this obligation shall be null and void; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys’ fees, incurred by Westlands in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit Westlands’ rights or Principal’s or Surety’s obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.
Whenever Principal shall be, and is declared by Westlands to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Surety’s option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Proposer, arrange for a Contract between such Proposer, the Surety and Westlands, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Principal by Westlands under the Contract and any modification thereto, less any amount previously paid by Westlands to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit Westlands to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Principal by Westlands under the Contract and any modification thereto, less any amount previously paid by Westlands to Principal and any other set offs pursuant to the Contract Documents.

If Surety does not proceed as provided in Paragraphs 1-3 with reasonable promptness, Surety shall be deemed to be in default on this Bond seven (7) days after receipt of additional written notice from Westlands to Surety demanding that the Surety perform its obligations under this Bond, and Westlands shall be entitled to enforce any remedy available to it.

Surety expressly agrees that Westlands may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if Westlands, when declaring Principal in default, notifies Surety of Westlands’ objection to Principal’s further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

Surety, for value received, hereby stipulates and agrees to waive the benefits of California Civil Code Sections 2819 and 2845.
IN WITNESS WHEREOF, we have hereunto set our hands and seals this ______ day of________________, 20__, then names and corporate seals of each corporate party being hereeto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: __________________________________________

Signature: __________________________________________

Name & Title: ________________________________________

(Corp. Seal)  Address: __________________________________

Surety: ______________________________________________

Signature: __________________________________________

Name & Title: ________________________________________

Address: ____________________________________________

(Corp. Seal)  Attorney in Fact: __________________________

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

Approved as to Form:

__________________________________
Dan Pope
Chief Operating Officer

END OF SECTION
SECTION 00535

PAYMENT BOND

BOND NO.: ______________

PREMIUM: ______________

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Westlands Water District (hereinafter referred to as “Westlands”), has awarded to ______________________________, (hereinafter designated as the "Principal)" a contract for the 2018 PP7-1 Low Flow Efficiency Improvements (the “Project”); and

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated May 2018, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract Documents providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the Principal, and __________________________, as Surety, a corporation duly organized and duly authorized to transact business under the laws of the state of California, are held and firmly bound unto Westlands, in the penal sum of ______________________________ Dollars ($ ______________), lawful money of the United States, said sum being one hundred percent (100%) of the total amount of the Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will
inure to the benefit of any and all persons, companies and corporations entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assignees in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

The said Surety, for value received, hereby stipulates and agrees to waive the benefits of California Civil Code Sections 2819 and 2845.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ______ day of ________________, 20__, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: ____________________________

Signature: ____________________________

Name & Title: ____________________________

(Corp. Seal) Address: ____________________________

Surety: ____________________________

Signature: ____________________________

Name & Title: ____________________________

Address: ____________________________

(Corp. Seal) Attorney in Fact: ____________________________

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)
NOTICE:
A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

Approved as for Form:

____________________________,
Dan Pope
Chief Operating Officer

END OF SECTION
SECTION 00545

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

Project Name  2018 PP7-1 Low Flow Efficiency Improvements

This Escrow Agreement is made and entered into by and between Westlands Water District, CA, whose mailing address is 3130 N. Fresno Street, Fresno, CA 93703-6056; hereinafter called “Owner”, and

CONTRACTOR’S NAME

whose address is __________________________

hereinafter called "Contractor", and

ESCROW AGENT’S NAME

whose address is __________________________

hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities which meet the requirements set forth in said Section 22300, with Escrow Agent, as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between Owner and Contractor for __________________________ in the amount of __________________________ dated __________________________ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of Owner, and shall designate the Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement, and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:
<table>
<thead>
<tr>
<th>On Behalf of Owner:</th>
<th>On Behalf of Contractor:</th>
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<tbody>
<tr>
<td>Title</td>
<td>Title</td>
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<td>Name</td>
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<td>Address</td>
<td>Address</td>
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<tr>
<td>Phone Number</td>
<td>Phone Number</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>On Behalf of Escrow Agent:</th>
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</thead>
<tbody>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Signature</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Phone Number</td>
</tr>
</tbody>
</table>
At the time the Escrow Account is opened, Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner: ____________________________ Contractor: ____________________________

Title: ____________________________ Title: ____________________________

Name: ____________________________ Name: ____________________________

Signature: ________________________ Signature: ________________________

END OF SECTION
SECTION 00550

DRUG-FREE WORKPLACE CERTIFICATION

Project Name  2018 PP7-1 Low Flow Efficiency Improvements

KNOW ALL PERSONS BY THESE PRESENTS: that

(Contractor) has reviewed and understands the Drug Free Workplace Policy No. 203 of the Westlands Water District (“Westlands”) on the reverse side of this document and hereby expressly agrees, pursuant to and in furtherance of Westlands’ policy, to maintain a Substance Abuse Policy at the site and take such necessary acts and/or measures to maintain an Alcohol and Drug-Free Workplace at the site. It is further agreed that the use, manufacture, distribution, dispensing or possession of illegal drugs by the Contractor or any person under the control of the Contractor (including, but not limited to subcontractors, their employees, mechanics and suppliers entering Westlands’ premises) or while conducting business with Westlands shall constitute a breach of contract between Westlands and Contractor and shall give rise to any and all remedies available to the Owner in the event of a breach of Contract, including the termination thereof.

SIGNED AND SEALED this ______ day of ______________, 20__.  

Principal

Signature of Principal

Title of Signator

END OF SECTION
(THIS PAGE LEFT BLANK INTENTIONALLY)
As part of the District's commitment to providing a safe and healthful working environment for District employees and the general public and consistent with State and federal mandates, it is the District's policy to provide a work environment free from the presence of drugs and alcohol and the influence these substances have on any employees during working hours.

Furthermore, it is District policy that:

A. All new hires shall participate in a post-offer physical examination which includes a drug and alcohol screening. The drug and alcohol screen which is conducted through a urinalysis is used to prevent hiring people who use illegal drugs or who use drugs or alcohol to the extent that safe job performance would be impaired.

B. An employee shall not work under the influence of any drug or medication which impairs the ability to safely and efficiently perform the required duties of the position.

C. An employee shall not purchase, possess, use, sell, furnish, or be under the influence of any illegal drug, controlled substance, or alcoholic beverages during the course or performance of assigned duties. Under no circumstances shall an employee report to the worksite under the influence of any illegal drug, controlled substance, or alcoholic beverage.

D. An employee appropriately using prescription drugs must consult with the prescribing physician as to the possible effects of the drug and shall inform the supervisor if such drug may affect the employee's ability to perform the required duties safely.

E. All employees will abide by the terms of this policy, and

F. Notify the District of any criminal drug statute conviction for any violation occurring in the workplace no later than five days after such conviction.

"Conviction" means a finding of guilt (including a plea of nolo contendere or no contest) or imposition of a sentence or both, by any judicial body charged with the responsibility to determine violation of the Federal or State criminal drug statutes.

Any employee being so convicted or otherwise in violation of this policy may be subject to disciplinary action, up to and including termination of employment. The District may also require the employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program.

To properly address medical emergencies during the course of the work day, employees must provide their supervisors with notification, before beginning work, when taking any medications or drugs, prescription or nonprescription, which may interfere with the safe and effective performance of assigned work, including the operation of District vehicles or equipment.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prohibited from engaging in further work and shall not be allowed to operate or utilize any District equipment until behavior demonstrates a safe working condition. Any of the following, alone or in combination, may provide a supervisor with a reasonable suspicion that an employee is under the influence:

A. slurred speech
B. alcohol odor on breath
C. unsteady walking or movement
D. an accident involving District equipment
E. a physical altercation
F. a verbal altercation
Pursuant to the Omnibus Transportation Employee Testing Act of 1991, employees who are required to maintain a commercial driver’s license and who operate a vehicle, or a vehicle with a towed trailer, in excess of 26,001 pounds gross vehicle weight rating, or who operate a vehicle of any size which is used in the transportation of hazardous materials which require a placard under the Hazardous Materials Regulations, are subject to the safety sensitive provisions of this policy. This includes, but is not limited to, full-time, regular drivers and casual, intermittent or occasional drivers. This policy remains in effect during off-site lunch periods or breaks when an affected individual is scheduled to return to work.

The District has determined that employees in the following classifications are commercial drivers performing safety-sensitive functions under the Department of Transportation regulations and therefore are required to participate fully in implementation of the safety sensitive provisions of this policy as a condition of employment.

- Civil Maintenance Worker
- Senior Civil Maintenance Worker
- Electrician I/II
- Senior Preventive Maintenance Worker
- Equipment Mechanic
- Senior Pumping Plant & Canal Operator
- Equipment Operator
- Senior Pumping Plant & Machine Shop Worker
- Machinist
- Supervisor of Electrical Maintenance
- Preventive Maintenance Worker
- Supervisor of Maintenance Support
- Pumping Plant & Canal Operator
- Supervisor of Maintenance
- Pumping Plant & Machine Shop Worker

The following constitutes prohibited alcohol and controlled substance related conduct for those employees performing safety sensitive functions.

A. Reporting for duty or remaining on duty to perform a safety-sensitive function while having a Breath Alcohol Concentration of 0.04 or greater.

B. The use of alcohol within 4 hours of the commencement of or during the performance of a safety-sensitive function.

C. Being in possession of alcohol while operating a commercial motor vehicle, including the possession of a prescription or over-the-counter medication containing alcohol, unless the packaging seal is unbroken.

D. When required to complete a post-accident test, using alcohol within eight hours following the accident or prior to undergoing a post-accident test, whichever occurs first.

E. Refusing to submit to an alcohol or controlled substance test required by post-accident, reasonable suspicion, random, or follow-up testing requirements. Refusal to submit to a test can include an inability to provide a urine or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

F. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions, when the driver uses any controlled substance, except when instructed in writing by a physician who has advised the driver that the substance does not adversely affect the driver’s ability to safely operate a commercial motor vehicle.

G. Reporting for duty, remaining on duty, or performing a safety-sensitive function after the driver tests positive for any controlled substance.
H. Engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol on District premises, in District vehicles or while conducting District business off the premises.

In compliance with the Omnibus Transportation Employee Testing Act of 1991, alcohol and/or drug testing will be conducted under the following circumstances:

A. Pre-Employment, Promotional or Transfer Testing

Pre-employment testing will occur after the applicant is provided a conditional offer of employment.

Employees who are being transferred or promoted to a safety-sensitive position will be required to undergo drug and alcohol testing. Employees who are currently employed in a safety-sensitive position will not be required to undergo further testing if seeking transfer or promotion to another safety-sensitive position in the District.

A non-safety-sensitive employee seeking transfer or promotion to a safety-sensitive position who tests positive to either an alcohol or drug test shall be disqualified from further consideration for the position for a period of one year. Such determination shall not be imposed if the individual successfully appeals the results of the alcohol or drug test. After the passage of one year, the individual may reapply for transfer or promotion to a safety-sensitive position without penalty.

B. Post-Accident Testing

Post-accident testing is conducted in all cases after accidents involving a fatality, when the employee driver is cited, there is a need for medical treatment or there is disabling damage to the involved vehicle(s). It is also performed when a safety-sensitive employee either contributed to an accident or cannot be ruled out as a contributing factor.

The drug test shall occur as soon as possible but no later than 32 hours after the accident at a designated medical facility. The alcohol test shall be administered within 8 hours of the accident or no test shall be performed. Nothing in this section shall delay medical attention for an injured employee following an accident or prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.

C. Reasonable Suspicion Testing

Employees may be subject to reasonable suspicion testing when there is reasonable suspicion to believe the employee has engaged in drug or alcohol use. The employee under reasonable suspicion must be observed by a supervisor trained in the detection of drug or alcohol misuse. The supervisor shall require the employee to undergo such testing based only on specific, contemporaneous, articulable observation concerning the appearance, behavior, speech, or body odors of the employee. If an alcohol test is not administered within eight hours of the supervisor’s evaluation, no alcohol test will shall be performed.

D. Random Testing

Conducted on a random unannounced basis just before, during or just after performance of a safety-sensitive function.

Employees performing a safety-sensitive function shall be subject to unannounced, random drug and alcohol testing in accordance with the Federal requirements. Each such employee shall be in a pool from which random selection is made. Each such employee shall have an equal chance at selection and shall remain in the pool even after being tested. The basis for random selection shall be by a scientifically valid random number generation method initiated by computer. Random drug and alcohol testing shall conform to and not exceed the testing limits established by federal law.
E. Return to Duty and Follow-Up Testing

Conducted when an individual who has violated the prohibited alcohol or controlled substance rules returns to duty. Follow-up testing is unannounced and at least six tests will be performed within 12 months after return to duty.

Tested safety sensitive employees with an alcohol content of 0.02 or greater shall be subject to disciplinary action up to and including discharge. Tested employees with an alcohol content of 0.02 to 0.039 shall be immediately removed from performing a safety-sensitive function and shall not be permitted to return to work for a period of 24 hours or until another breath test is administered and the result is less than 0.02. (Note: Post accident tests administered by a law enforcement official under independent authority may result in a 24-hour “out of service” order for alcohol concentrations of less than 0.02)

Tested safety sensitive employees with an alcohol content greater than 0.04 shall be immediately removed from performing safety-sensitive functions and referred to a Substance Abuse Professional (SAP), who shall determine what assistance, if any, the employee will require to resolve the issues associated with alcohol misuse. Assistance program costs will be at the expense of the employee. When recommended by the SAP, participation and completion of the assistance program is mandatory. The SAP will determine if the employee has successfully complied with the recommendations prior to the employee’s return to work. Failure of the employee to attend and/or complete a prescribed program will result in discharge from District employment. Before returning to duty, the employee will be required to undergo a return to duty alcohol test indicating an alcohol level of less than 0.02, and will be required to sign a Return-to-Duty agreement. The SAP will assist in the determination of the appropriate duration and frequency of follow-up testing, which shall not be less than one year nor longer than five years.

Tested safety sensitive employees who are found to have a positive test result for controlled substances shall have the opportunity to offer an alternative medical explanation to the Medical Review Officer. If the explanation is rejected, the employee shall be evaluated by a SAP who shall determine what assistance, if any, the employee will require to resolve the substance abuse problem. Assistance program costs will be at the expense of the employee. When recommended by the SAP, participation and completion of the assistance program is mandatory. Failure of the employee to attend and/or complete a prescribed program will result in discharge from District employment. The employee shall not be permitted to return to work until such time as the SAP has indicated that the employee has complied with the recommendations. An employee shall be required to undergo a return to work drug test with negative results and sign a Return-to-Duty agreement prior to being permitted to resume a safety-sensitive function. The employee shall be subject to unannounced follow-up tests for 36 months following return to duty. A positive result on the return-to-duty or on the unannounced follow-up tests within the 36-month period will result in discharge from District employment.

Consistent with District policy, and prudent business necessity, the District reserves the right, at all times, and without prior notice, to inspect and search any and all District property for the purpose of determining whether this or any other District policy has been violated, or whether such inspection warrants further investigation for the purpose of promoting safety in the workplace or compliance with state and/or federal laws.
SECTION 00555

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Project Name  2018 PP7-1 Low Flow Efficiency Improvements

In accordance with California Labor Code Section 1861, prior to commencement of work on the Contract, the Contractor shall sign and file with the Owner 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."

Name of Contractor

__________________________________________

Signature

__________________________________________

Title of Signator

__________________________________________

Date (month/day/year)

END OF SECTION
SECTION 00600
NOTICE TO PROCEED

Date: __________________________________________
To: __________________________________________
   (Name of Contractor)
Address: _______________________________________

Project: 2018 PP7-1 Low Flow Efficiency Improvements

You are notified that the Contract Times under the above contract will commence to run three consecutive days after the above date of this Notice to Proceed. On that date, you are to start performing your obligations under the Contract Documents.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program as required by California Code of Regulations, Title 8, General Industry Safety Orders and other related regulatory requirements.
2. Submit copies of applicable permits (Example: Cal OSHA Annual Trench Excavation Permit)
3. Submit and receive the Engineer’s written approval of the Excavation and Shoring Plan.
4. Attend Pre-Construction conference.

Westlands Water District

By: ____________________________________________

Its: ____________________________________________

Copy to:  Construction Manager
          Engineer
          Owner’s Representative

END OF SECTION
SECTION 00680

FINAL CLOSEOUT AGREEMENT
AND RELEASE OF CLAIMS

To be provided by Owner to Contractor with Owner’s approval of Contractor’s final payment request and returned by Contractor to Owner within 15 Calendar Days after Owner submits the approved final payment request to Contractor

See Section 0700, GENERAL CONDITIONS, Sections 8.11, 8.12 and 9.17.

THIS FINAL CLOSEOUT AGREEMENT AND RELEASE OF CLAIMS, hereinafter referred to as “Agreement and Release”, is made and effective this ___ day of _____________, 20___ by and between Westlands Water District, hereinafter referred to as "Owner"; and __________________ hereinafter referred to as "Contractor'.

IT IS HEREBY ACKNOWLEDGED AND MUTUALLY AGREED BETWEEN THE OWNER AND CONTRACTOR AS FOLLOWS:

1. The Owner and Contractor entered into an Agreement (the "Principal Agreement") dated ______________, 20__, whereby Contractor was to construct the Project described as 2018 PP7-1 Low Flow Efficiency Improvements. Pursuant to the terms of said Agreement, the Owner was to pay Contractor the lump sum of Original Contract Amount here and to complete performance of said Agreement within a period of Original Number of Contract Days, to wit: Original Contract Completion Date here subject only to modification as set forth in written change orders between the parties.

2. The Owner and Contractor hereby agree that the Project has been completed by Contractor and this Agreement and Release sets forth all relevant facts pertaining to the respective rights and obligations of the parties for the termination of the Principal Agreement.

3. The Owner and Contractor agree the final adjusted Contract price, time of performance and balance payment due to Contractor for said 2018 PP7-1 Low Flow Efficiency Improvements is determined as follows:

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$</th>
</tr>
</thead>
</table>

Original Contract Completion Times as defined in Section 00800-1.1:

| Return Canal to Service by February 28, 2019 | 212 days |
| Project Substantial Completion | 304 days |
| Project Final Completion | 324 days |

Final Contract Amount as adjusted by Change Orders No. 1 through No. ___.

| $ |

Final Contract Completion Times as adjusted by Change Orders No. 1 through No. ___:

| Return Canal to Service by February 28, 2019 | days |
| Project Substantial Completion | days |
Project Final Completion

<table>
<thead>
<tr>
<th>Description</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquidated Damages assessed Contractor pursuant to Contract Agreement and Supplementary General Conditions as calculated below:</td>
<td></td>
</tr>
<tr>
<td>Show L.D. calculations here if applicable</td>
<td>$</td>
</tr>
<tr>
<td>Total Payments made to Contractor to date</td>
<td>$</td>
</tr>
<tr>
<td>Balance due on Contract (including retention withheld)</td>
<td>$</td>
</tr>
</tbody>
</table>

4. That subject to the provisions of this Agreement and Release, Owner will forthwith pay to Contractor the sum of $______________Dollars and__________ Cents ($______________) under the Contract, less any amounts withheld under the Contract or represented by any Stop Payment Notice on file with Owner as of the date of such payment. The retention amount held by the Owner will be released to Contractor within thirty-five (35) days of Contractor’s acceptance of the approved final payment request in accordance with Section 00700 GENERAL CONDITIONS, Section 8.11, Final Estimate and Payment or within sixty (60) days after the recording of the Notice of Completion, whichever is later.

As a condition precedent to such payment being due, Contractor shall provide the Owner with unconditional waivers and releases upon final payment from each Subcontractor and Supplier providing Work under the Contract (per Civil Code section 8138) and a conditional or unconditional waiver and release upon final payment on behalf of Contractor (per Civil Code sections 8136 and 8138), in a sum not greater than the amount due so as to enable Owner to make the payment. The amounts withheld by Owner pursuant to stop payment notices will be released in accordance with agreement of the parties, orders of a court, posting of stop payment notice release bonds, in compliance with statutory legal procedures, or upon presentation of stop payment notice releases. Notwithstanding the aforementioned mutual releases, nothing contained this Agreement and Release shall waive or alter the rights, obligations, privileges and powers of the Owner or the duties, liabilities and obligations of Contractor and its surety under this Contract and/or California law, including in respect to Contractor’s Warranty nor with respect to other warranties made by Contractor; nor shall anything contained herein waive rights relating to claims by Owner pertaining to or arising from latent defects, indemnity, or negligent or intentional misrepresentations on the part of Contractor. Contractor further represents that pursuant to the Contract, the Payment and Performance Bonds obtained for the Project shall remain in effect through the warranty period. Upon acceptance of the Project by the Owner, and execution of this Agreement and Release, the Owner agrees to immediately file and record a Notice of Completion with the County Recorder in order to begin the running of the statutory lien period.

5. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in paragraph 6 below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against the Owner, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in paragraph 6 below.
6. The following claims submitted under Section 00700, GENERAL CONDITIONS, are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<table>
<thead>
<tr>
<th>Claim No.</th>
<th>Date Submitted</th>
<th>Description of Claim</th>
<th>Amount of Claim</th>
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<tbody>
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7. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that in consideration of the payment set forth in paragraph 3 above, Contractor hereby releases and forever discharges Owner, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract, except for the Disputed Claims (if any) set forth in paragraph 6 above.

8. That Contractor hereby waives the provisions of California Civil Code Section 1542, which provide as follows:

   *A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his settlement with the debtor.*

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall, be enforceable.

10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this Agreement. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

The undersigned acknowledge and represent that they have read this Agreement and Release in full, and understand and voluntarily consent and agree to each and every provision contained herein. The undersigned further declare and represent that no promise, inducement or agreement, not herein expressed, has been made to the undersigned and that this Agreement and Release contains the entire agreement among the parties hereto and the terms of this Agreement and Release are contractual. The persons executing this Agreement and Release represents and warrants to the other party that the execution and performance of the terms of this Agreement and Release have been duly authorized by all requisite corporate, partnership, individual, or other entity requirements and that said persons have the rights, power and legal capacity and authority to execute and enter into this Agreement and Release.
IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement and Release to be executed the day and year first above written.

WESTLANDS WATER DISTRICT,
A California Water District

By: ____________________________

Name ____________________________
Title ____________________________

ATTEST:

By: ____________________________

Name ____________________________
Title ____________________________

Contractor’s Name ____________________________

By: ____________________________

(Authorized Signature)

Name ____________________________
Title ____________________________

ATTEST:

By: ____________________________

Type of Organization ____________________________

By: ____________________________

Name ____________________________
State of Incorporation ____________________________

Title (if Corporation, must be attested by Corp. Secretary) ____________________________

(SEAL)

END OF SECTION
SECTION 00690

GUARANTEE FORM

{Print on Contractor/Subcontractor Letterhead And Submit at Close-Out}

_________________________________

{Contractor's Name} hereby unconditionally guarantees that the Work performed at 2018 PP7-1 Low Flow Efficiency Improvements has been done in accordance with the requirements of the Contract therefor and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from and after acceptance of the Work by Westlands Water District (“Westlands”), in accordance with the General Conditions, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to Westlands, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by Westlands of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize Westlands to proceed to have such Work done at the Contractor’s expense and it will pay the cost thereof upon demand. Westlands shall be entitled to all costs, including reasonable attorneys’ fees, necessarily incurred upon the Contractor’s refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of Westlands, or its property or licensees, Westlands may undertake at the Contractor’s expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing Westlands’ rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, Westlands’ rights on such contract.

CONTRACTOR’S SIGNATURE

PRINT NAME

West Yost – May 2018
657-14-17-02

Westlands Water District
2018 PP7-1 Low Flow
Efficiency Improvements
END OF GUARANTEE FORM
SECTION 00700 - GENERAL CONDITIONS

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## ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

### SECTION 1.01. GENERAL.

The Contract Documents are written to the Bidder before award and Contractor after award. Before award, interpret sentences written in the imperative mode as starting with “The Bidder must” and interpret “you” as “the Bidder” and “your” as “the Bidder’s.” After award, interpret sentences written in the imperative mode as starting with “Contractor shall” and “you as “Contractor” and “your” as “Contractor’s”.

Where a location is not specified with the words “shown,” “specified,” or “described”, interpret:

1. “Shown” as “shown on the plans.”
2. “Specified” as “specified in the Specifications.”
3. “Described” as “described in the Contract Documents.” “Described” means “shown, specified or both.”

Whenever the following terms, titles, or abbreviations are used in the Contract Documents, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he", are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either gender.

### SECTION 1.02. ABBREVIATIONS.

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<tr>
<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials</td>
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<td>AC</td>
<td>Asphalt Concrete</td>
</tr>
<tr>
<td>ACI</td>
<td>American Concrete Institute</td>
</tr>
<tr>
<td>ADA</td>
<td>Americans with Disabilities Act</td>
</tr>
<tr>
<td>AISC</td>
<td>American Institute of Steel Construction</td>
</tr>
<tr>
<td>AISI</td>
<td>American Iron and Steel Institute</td>
</tr>
<tr>
<td>ANSI</td>
<td>American National Standards Institute</td>
</tr>
<tr>
<td>APA</td>
<td>American Plywood Association</td>
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<td>California Air Resources Board</td>
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<tr>
<td>ASA</td>
<td>American Standards Association</td>
</tr>
<tr>
<td>ASME</td>
<td>American Society of Mechanical Engineers</td>
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<td>ASNT</td>
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<tr>
<td>ASTM</td>
<td>American Society for Testing and Materials</td>
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<td>BMP</td>
<td>Best Management Practice California-</td>
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<td>Qualified SWPPP Practitioner</td>
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SECTION 1.03. DEFINITIONS.

Acceptance, Final Acceptance.
“Acceptance or “Final Acceptance” shall mean formal action of Westlands in determining that Contractor’s work has been completed in accordance with the Contract Documents and in notifying Contractor in writing of the acceptability of the Work.

Acts of God.
“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, tidal waves, flooding, tornadoes and hurricanes.

Addendum/Addenda.
“Addendum” or “Addenda” are written documents furnished by Westlands before award of the Contract, interpreting or modifying plans and specifications or answering questions of intended bidders, and shall be incorporated in and are a part of the Contract Documents.

Agreement.
The “Agreement” is the written agreement signed by Westlands and Contractor covering the Work and the furnishing of labor, materials, tools, equipment, supplies, transportation, supervision, resources, and everything necessary to complete the Work.

Allowance.
An “Allowance” is an amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect and/or Engineer.
The “Architect” and/or “Engineer” is a person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to Westlands. The Architect or Engineer shall issue directions to Contractor only through Westlands. When the Contract Documents require that approval be obtained from the Architect or Engineer, such approval shall be requested from and be given by Westlands.

Architect’s Instruction Bulletin or Bulletin.
“Architect’s Instruction Bulletins” or “Bulletins” are supplemental drawings, clarifications, instructions, explanations or interpretations which may be issued by the Architect or Engineer as necessary from time to time pursuant to Article 5 to make clear or define in greater detail the intent of the Contract Drawings and Specifications. There may be a change in Contract Sum or Contract Time involved with the work shown in the Bulletin.

As Shown, Etc.
Where ”as shown”, "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where ”as directed”, "as permitted", "approved", or words of similar import are used, they shall mean the written direction, permission, or approval of Westlands.
**Bid.**
“Bid” shall mean the offer of the bidder to do the work, when submitted on the prescribed bid form, properly executed and guaranteed, at the designated time and location. In the case of a solicitation involving a Request for Proposals, all references to “Bid” shall be deemed to mean “Proposal.”

**Bid Documents.**
“Bid Documents” shall mean the sum of the documents that comprise the Bid by a Bidder to perform the Work.

**Bid Form.**
The “Bid Form”, sometimes referred to as the “Bid Schedule” is the approved form, which includes a sum of requirement documents, upon which Westlands requires a formal Bid be prepared and submitted for the Work. In the case of a solicitation involving a Request for Proposals, the Bid Form may be referred to as a “Proposal Form.”

**Bid Guaranty.**
“Bid Guaranty” is the cash, cashier’s check, certified check or Bidder’s bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with Westlands for the performance of the Work if the Contract is awarded to the Bidder.

**Bid Item.**
“Bid Item” or “Bid Items” shall mean individual line items to be included in the Bid, as set forth on the Bid Form.

**Bid Opening.**
“Bid Opening” shall mean the event conducted by Westlands during which the sealed Bids submitted by Bidders to perform the Work are opened and publicly read.

**Bidder.**
“Bidder” shall mean any person, persons, firm, partnership, joint venture, corporation, limited liability company or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative. In the case of a solicitation involving a Request for Proposals, all references to “Bidder” shall be deemed to mean “Proposer.”

**Calendar Day.**
“Calendar Day” shall mean every day shown on the calendar. When the Contract Time is stated in Calendar Days, every day will be charged toward the Contract Time.

**Change Order.**
“Change Order” shall mean a written amendment approved by Westlands that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract which are required for the proper completion of the Work. A Change Order may or may not include adjustments to the Contract Time and/or to the Contract Sum.

**Closeout Documents.**
Documents as required to meet the requirements of final completion as referenced in Section 7.22 of these General Conditions.
Completion.
“Completion” is the point in the Project at which the Work and all required close-out reports and submissions are 100% performed.

Construction Change Directive (CCD).
“Construction Change Directive” (“CCD”) or “Directive” or “Field Directive” shall mean a written order to Contractor, issued after execution of the Contract, signed by Westlands or Westlands’ Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both, and which shall be used in the absence of total agreement with Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Construction Manager.
The “Construction Manager”, if used, is a third party retained by Westlands as a consultant to perform project management services on the Project. Unless indicated otherwise, the Construction Manager will be the Contractor’s primary point of contact on the Project. The Construction Manager shall have the authority to issue directions to Contractor. When the Contract Documents require that approval be obtained from the Construction Manager, such approval shall be requested from and be given by the Construction Manager.

Contract.
The “Contract” is the entire binding agreement and contract between Westlands and Contractor relating to the Project, including the Agreement, and all documents incorporated into the Agreement by reference and all Contract Documents.

Contract Documents.
The “Contract Documents” shall include the Invitation for Bids, Instructions to Bidders, Bid Form (including the Bid Guaranty), Agreement, the Performance Bond, the Payment Bond, Escrow Agreement for Security Deposits in Lieu of Retention (if used), Certification of Drug-Free Workplace, Final Closeout Agreement and Release of Claims, Guarantee Form, the General Conditions, the Special Provisions, the General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Contract Drawings, Addenda, Permits from other agencies that may be required by law, Storm Water Pollution Prevention Plan (whether prepared by Westlands or Contractor), Exhibits, Notice to Proceed, the Contract Schedule, and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders, Bulletins and Supplemental Drawings.

Contract Commencement Date.
The “Contract Commencement Date” shall mean the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be date of the executed Contract or such other date as may be established therein.

Contract Completion Date.
The “Contract Completion Date” shall mean the date by which the Contract requires completion.
**Contract Drawings or Plans.**
The “Contract Drawings” (sometimes referred to as “Drawings” or “Plans”) are the graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. This information may be developed and stored in a 3D or 4D model of the Project. Once approved, all such drawings are incorporated into and become a part of the Contract Documents.

**Contract Schedule.**
The “Contract Schedule” is the schedule produced by Contractor in response to the requirements of the Contract Documents.

**Contract Sum.**
“Contract Sum” is the total price for the Work as bid by Contractor, including any additions or subtractions via Change Orders.

**Contract Time.**
“Contract Time” shall mean the period specified for completion of the Work, as set forth in the Contract and adjusted by any Change Order issued pursuant to the Contract Documents.

**Contractor.**
“Contractor” shall mean the person or persons, partnership, or corporation, who have entered into the Contract for the Work with Westlands or its legal representatives, or successors, assigns, executors, or heirs. Contractor is required by law to be licensed and will perform work or render services as a prime contractor in or about the construction of the Work.

**Equal (as in “or equal”).**
“Equal” shall mean a system, process, product or material which is similar in all respects to that shown or specified but produced by a manufacturer not listed in the specification. See also: Substitution.

**Estimated Quantities.**
“Estimated Quantities” are the list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

**Hazardous Waste.**
“Hazardous Waste” shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

**Inspector.**
The “Inspector” or “Project Inspector” shall mean the person or persons authorized to act as agent(s) for Westlands in the inspection of the Work.

**Invitation for Bids.**
The “Invitation for Bids” is the written notice whereby interested parties are informed of the date, location and time of the Bid Opening of a proposed Westlands Water District project and the terms and conditions of submitting Bids to perform the Work. The Invitation for Bids is sometimes referred to as a Notice to Contractors and, in the case of a solicitation for proposals is referred to as the Request for Proposals.
**Legal Holidays.**
Legal Holidays shall include the following holidays designated by Westlands: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

**Notice to Proceed.**
“Notice to Proceed” is the written authorization by Westlands to Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

**Progress Schedule.**
The Progress Schedule is Contractor’s schedule indicating the current status of the Work and the projected activities, tasks, and durations planned to complete the Work in accordance with the Contract Time of Completion dates.

**Project.**
“Project” shall mean the Work.

**Proposed Change Order (PCO).**
A “Proposed Change Order” (“PCO”) is a document issued by Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A PCO shall be used by Contractor to respond to a Request for Proposal, a Request for Information or an Architect’s Instructional Bulletin. A PCO is not effective to authorize the proposed change to the Work, to the Contract Sum or to the Contract Time unless it is accepted in writing by Westlands.

**Record Drawings.**
“Record Drawings” are drawings prepared by Contractor that document changes to, additions to, or deductions form the Plans and that represent the Work as constructed, including, but not limited to existing utilities found during construction of the Work.

**Reference to Codes.**
Unless otherwise noted, all references to statutes are to the laws of the State of California and/or of the United States as codified in the various specified codes.

**Request for Information (RFI).**
“Request for Information” (“RFI”) is a document issued by Contractor seeking clarification and/or additional information regarding an aspect of the Work. An RFI is not to be used to request materials/equipment substitutions or value engineering/cost reduction incentive proposals. The response to the RFI does not constitute authorization or direction to proceed with any changed or additional work. Changed or additional work must be separately authorized by Westlands.

**Request for Proposal.**
A “Request for Proposal” or “RFP” during the course of construction is the name given to a document issued by Westlands’ Representative requesting pricing information and/or an adjustment in Contract Time for a described scope of work. An RFP is not a Change Order, a Directive or a direction to proceed with the scope of work described in the RFP. Contractor’s response to the RFP shall be in the form of a Proposed Change Order.
**Schedule of Values.**
“Schedule of Values” is the statement furnished by Contractor to Westlands reflecting the portions of the Contract Sum allotted for the various parts of the Work for each work activity contained on the Contract Schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing Contractor’s application for progress payments.

**Special Provisions.**
“Special Provisions” are specific clauses setting forth conditions or requirements peculiar to the Work and supplementary to the General Conditions.

**Specifications.**
“Specifications” include the Special Provisions, General Conditions, General Requirements, and Technical Specifications applicable to the Work.

**Subcontractor.**
“Subcontractor” shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor, or render services to Contractor in or about the construction of the Work, or who, under subcontract to Contractor, fabricates and installs a portion of the work or improvement. “Subcontractor” shall include all persons or firms within the authority of the Subletting and Subcontracting Fair Practices Act, Chapter 2 of Division 5, Title I of the Public Contract Code, commencing with Section 4100.

**Substantial Completion.**
“Substantial Completion” is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so Westlands can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any other public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Contractor’s or its Subcontractors', sub-subcontractors', or suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents), and Contractor has cleaned up and removed all equipment, tools and other materials from the Work area. Contractor shall secure and deliver to Westlands written warranties and guaranties from its Subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by Westlands and stating the period of warranty as required by the Contract Documents.

**Substitution.**
“Substitution” shall mean a system, process, product or material similar in form or function and equal in quality and performance to that shown or specified, but differing in some essential element, e.g., chemical composition, mechanism of action, surface finish, dimensions, durability, electrical or mechanical or plumbing requirements. See also: Equal.
**Technical Specifications.**
“Technical Specifications” are the provisions of the Specifications that describe the technical aspects of the Work, including all technical references contained therein and generally commence with Division 2.

**Total Bid Price.**
The “Total Bid Price” is the aggregate sum of the Bid.

**Westlands.**
“Westlands” means Westlands Water District. Westlands sometimes may be referred to as “Owner”.

**Westlands’ Representative.**
“Westlands’ Representative” shall mean Westlands’ designated agent engaged to perform all functions delegated to Westlands’ Representative by the Contract Documents. Westlands’ Representative may or may not be a Construction Manager, the Architect or the Engineer. Westlands’ Representative will be Contractor’s primary contact during construction of the Project.

**Work.**
The “Work” shall mean all obligations and/or actions which Contractor is contractually required to fulfill and/or perform as specified, indicated, shown, contemplated, or implied in the Contract, including but not limited to (1) all alterations, amendments, or extensions made by Change Order or other written directives or directives of Westlands; (2) furnishing of all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to perform all tasks required by the Contract; (3) all tasks, duties and obligations required by the Contract; and (4) closing documents for the Project such as complete Record Drawings and submission of all manuals.

**Working Day.**
“Working Day shall mean any day except: (a) Saturdays, Sundays, and Legal Holidays; (b) days on which Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

**Working Drawing.**
“Working Drawings” detail a particular item of work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by Contractor as a submittal or a portion of a submittal and may be specifically requested by Westlands or required in the Contract or a Field Directive or other written directive.
ARTICLE 2. BID REQUIREMENTS AND CONDITIONS

See also Section 00100 – Instructions to Bidders, Section 00400 – Bid Form and Section 01200 – Measurement and Payment.

SECTION 2.01. BID FORM.

Westlands will furnish to each prospective Bidder a Bid Form as part of the Contract Documents which, when properly completed and executed, must be submitted as the Bidder's Bid for the Work. All Bids must be submitted on Westlands-furnished Bid Form to be valid and accepted. Bids that are not submitted on Westlands-furnished Bid Form will be rejected. The completed Bid Form shall be in English and legible, and shall be properly signed in longhand by the Bidder, if an individual, by a member of a partnership, by an officer of a corporation authorized to sign contracts on behalf of the corporation, or by an agent of the Bidder. If submitted by a corporation or limited liability company, the Bid shall show the name of the state under the laws of which the corporation or limited liability company is chartered or organized.

The Bid shall be made on the Bid Form in clearly legible figures as follows:

2.01A. Unit Price Bid.

Where the Bid for an item of Work is to be submitted on a unit price basis, the Bidder shall bid a unit price as total compensation for completion of one unit of the work described under that item. This price shall be multiplied by the Estimated Quantity included in the Bid Form to derive a total bid price for that item. The total amount bid for a unit price contract shall be entered on the space provided on the Bid Form as a grand total of all individual items. The Estimated Quantities included on the Bid Form are approximate and are only included in the Bid Form as a basis for comparison of Bids. Westlands does not, expressly or by implication, represent or agree that the actual amount of work will equal the approximate Estimated Quantities. Payment will be made for the actual quantity of Work performed in accordance with the Contract. Westlands reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of Westlands. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9.07B, “Payment for Changes – Unit Prices”, of these General Conditions.

2.01B. Lump Sum Bid.

Where the Bid for an item of Work is to be submitted on a "Lump Sum" or "Job" basis, a single lump-sum price shall be submitted in the appropriate place on the Bid Form. Items bid on a lump-sum basis shall result in a complete structure, operating plant, or system, in satisfactory working condition with respect to the functional purposes of the installation, as described in the Contract, and no extra compensation will be paid for anything omitted but fairly implied.

2.01C. Allowances.

Where specific allowance items have been entered on the Bid Form by Westlands, the total amount entered on the Bid Form shall be included in the Total Bid Price. However, the total amount to be
paid for the Work included in the Allowance shall be the amount of the Allowance actually utilized in the course of completing the Work.

SECTION 2.02. PREPARATION AND SUBMISSION OF BIDS.

By submission of a Bid, the Bidder acknowledges acceptance of the nature and location of the Work, the general and local conditions, conditions of the site, the character, quality and scope of work to be performed, the availability of labor, electric power, water, the kind of surface and subsurface materials on the site, the materials and equipment to be furnished, and all requirements of the Contract or other matters which may affect the Work or the cost. Any failure of a Bidder to become acquainted with all of the available information concerning conditions will not relieve the Bidder from the responsibility for estimating properly the difficulties or cost of the Work.

The Bidder declares by the submission of a 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 a 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 to refrain from bidding; that the Bidder has not directly or indirectly sought a Bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent therefore, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such a purpose.

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

Bid prices shall include everything necessary for the completion of the Work and fulfillment of the Contract, except as may be provided otherwise in the Contract Documents. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs not expressly paid for by Westlands as stated in the Special Provisions.

The Bid shall be submitted in a sealed envelope as directed in the Invitation for Bids. The Bidder shall plainly mark the exterior of the envelope in which the Bid is submitted to indicate that it contains a Bid for the project for which the Bid is submitted, and the date of the Bid opening therefore.

Bids submitted in envelopes that are not properly marked will be rejected.

SECTION 2.03. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK.

The Bidder shall examine carefully the site of the proposed Work and the Plans, Specifications and Contract Documents, and shall be satisfied as to the character, quality, and quantity of surface and
subsurface materials or obstacles to be encountered. The submission of a Bid shall be conclusive evidence that the Bidder is satisfied through the Bidder’s own investigation as to the conditions to be encountered; the character, quality, quantity and scope of work to be performed; and the materials and equipment to be furnished.

If material discrepancies or apparent material errors are found in the Plans and Specifications prior to the date of bid opening, an Addendum may be issued (see Section 2.09, “Addenda”, below). Otherwise, in figuring the Work, Bidders shall consider that any discrepancies or conflict between Plans and Specifications will be governed by Section 4.01, “Intent of Contract Documents” of these General Conditions.

SECTION 2.04. SUBSURFACE CONDITIONS.

Where investigations of subsurface conditions have been made by Westlands with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by Westlands as to the character of materials which have actually been encountered by Westlands’ investigation. This information is only included for the convenience of Bidders.

Investigations of subsurface conditions are made for the purpose of design only. Westlands assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of Westlands as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

SECTION 2.05. CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED.

The Bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. The specific type of license required will be indicated in the Invitation for Bids. Unless specified otherwise in the Special Provisions, the Bidder shall indicate the license number and class in the space provided for that purpose on the bid form.

All Subcontractors engaged to perform portions of the Work shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work for which they are subcontracted, and shall be skilled and regularly engaged in the general class or type of work called for under their subcontracts. Additionally, Subcontractors listed in the Bid shall be licensed at the time the Bid is submitted to do the type of work for which they are subcontracted.
Attention is also directed to the provisions of Public Contract Code Section 20103.5, which addresses Contractor licensing requirements. Westlands may not award the Contract if it cannot be verified that the low Bidder is an appropriately licensed Contractor at the time of Contract award.

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Contract Sum, an unregistered Subcontractor with a registered Subcontractor.

SECTION 2.06. COMPETENCY OF BIDDER.

It is the intention of Westlands to award a Contract only to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience and ability, and has sufficient capital, facilities, and plant to enable Contractor to prosecute the Work successfully and promptly, and to complete the Work within the time stated in the Contract.

If required by the Bid Form, a statement of experience and business standing for the Bidder and any or all Subcontractors designated in the Bid shall be provided to Westlands at Bid time. To determine the experience of a Bidder, Westlands may consider any relevant evidence that the Bidder, and/or its key personnel assigned to the Project for the duration of the Project, and/or the Subcontractor(s) has or has not satisfactorily performed on other contracts of similar nature, value, magnitude and/or difficulty.

SECTION 2.07. JOINT VENTURE BIDS.

If two or more prospective Bidders desire to bid jointly as a joint venture on a single project, the joint venture Bid must be accompanied by either a notarized copy of a valid license issued to the joint venture by the Contractor’s State License Board or the license number and class of a valid licensed issued by the Contractor’s State License Board to each member of the joint venture.

Attention is also directed to the provisions of Business and Professions Code Sections 7028.15 and 7029.1 and Public Contract Code Section 20103.5, which address Contractor licensing requirements for joint ventures. Unless it has done so with its Bid, the joint venture must provide to Westlands, prior to award of the Contract, a notarized copy of a valid license issued to the joint venture. Westlands may not award the Contract if it cannot be verified that the joint venture is appropriately licensed at the time of Contract award.

SECTION 2.08. SUBCONTRACTORS.

In accordance with the Subletting and Subcontracting Fair Practices Act, of the Public Contract Code, Section 4100 et seq., each Bidder shall list in the bid form:
• The name, California contractor license number, and the location of the place of business of each Subcontractor whom the Bidder proposes to perform work or labor or render service to the prime Contractor in or about the construction of the Work, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, is proposed by the Bidder to specially fabricate and install a portion of the Work according to detailed drawings contained in the Contract, in an amount in excess of one-half of one percent (0.5%) of the Total Bid. In the case of a Bid including additive Alternates, the bid amount for determining whether a Subcontractor is required to be listed shall be the base bid amount, and the Bidder shall list all Subcontractors subject to this requirement even if the Subcontractor only meets the threshold amount based on work included in one or more Alternates.

• The portion of the Work that will be done by each Subcontractor. The Bidder shall list only one Subcontractor for each portion as is defined by the Bidder in the Bid.

• DIR Registration number or other proof of registration.

If a Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract (or specifies more than one Subcontractor for the same work), the Bidder agrees that the Bidder is fully qualified and shall perform that portion of the Work.

Within 24 hours following the bid opening date and time, a Bidder may further define its description of the “portion” of work to be performed by a listed Subcontractor, including for example by specifying Bid Items to be performed by a listed Subcontractor, but the Bidder shall not vary the portion of work to be provided to the listed Subcontractor. Bidders who list a Subcontractor for less than all of a type of work as described in the Subcontractor listing in the Bid must provide an additional, unique description of the work to be performed by the listed Subcontractor within 24 hours following the Bid Opening date and time or the Subcontractor will be deemed to have been listed to perform all work falling within the description of work.

No Subcontractor listed in the Bid as furnishing and installing carpeting shall sublet any portion of the labor to be performed unless the Subcontractor specified its Subcontractor in its bid to the Bidder.

Where noted in the Contract Documents, Contractor shall perform, with Contractor's own organization and with workers under Contractor's immediate supervision, work of a value not less than forty percent (40%) of the value of original Contract Sum less “Specialty Items”. “Specialty Items” may be performed by subcontract and the cost of any “Specialty Items” so performed may be deducted from the original Contract Sum before computing the amount of work required to be performed by Contractor. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by Contractor, subject to approval by Westlands and the percentage of Work shall be included on the Bid Form.

If after the award of the Contract, Contractor subcontracts any portion of the Work, except as provided in Section 4107 or 4109 of the Act, Contractor shall be subject to the penalties specified in Section 4111 of the Act.
Pursuant to Public Contract Code Section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1.

Contractor shall include provisions in every subcontract and/or purchase order that the Contract between Contractor and Westlands is part of the subcontract or purchase order, and that all terms and provisions of the Contract are incorporated in the subcontract or purchase order. Copies of all subcontracts and purchase orders shall be available to Westlands upon written request.

SECTION 2.09. ADDENDA.

The correction of any material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an Addendum issued by Westlands. A copy of each Addendum issued by Westlands will be posted on Westlands’ website and notice will be provided to each plan holder listed on Westlands plan holder list and is a part of the Contract. Any interpretation or explanation not included in the addenda will not be considered binding.

SECTION 2.10. ASSIGNMENT OF ANTITRUST ACTIONS.

The Bidder is required to comply with Public Contract Code Section 7103.5(b), which addresses assignment of antitrust actions. By execution of the Contract Documents, or any subcontract awarded by Contractor, Contractor or any Subcontractor offers and agrees to assign and hereby does assign to Westlands all rights, title, and interest in and to all causes of action Contractor or Subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective at the time Westlands tenders final payment to Contractor, without further acknowledgment by the parties.

SECTION 2.11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION AND OTHER RESPONSIBILITY MATTERS.

As stipulated in the Certification Regarding Debarment, Suspension, Proposed Debarment or Suspension to be submitted a Bid time, the Bidder certifies, to the best of its knowledge and belief, except as expressly disclosed the referenced Certificate, that:

1. The Bidder and/or any of its Principals:
   a. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.
   b. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public
(Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 1b. above.

d. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

2. "Principals," for the purposes of this certification, means: officers; directors; Westlands; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

3. The Bidder shall provide immediate written notice to Westlands if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. A certification that any of the items in Paragraph 2.11(1) of this provision exists will not necessarily result in withholding of an award. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by Westlands may render the Bidder non-responsible or nonresponsive.

5. A Bidder must disclose those exceptions within the scope of the certification which are known to it, or which could be determined from a reasonable inquiry. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the required certification. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The above-described certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to Westlands, Westlands may terminate the contract resulting from this solicitation for default.

If the Bidder has any exceptions to the certification set forth above, the exception and an explanation of the circumstances must be attached to the Bid.

**SECTION 2.12. BID GUARANTEE.**

The Bid shall be accompanied by a Bid Guaranty in the form of cash, a certified check, a cashier’s check, or a bidder’s bond issued in favor of Westlands and provided by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The Bid Guaranty shall be not less than ten percent (10%) of the Total Bid Price. No Bid will be considered unless accompanied by a Bid Guarantee. Westlands is authorized to forfeit such Bid Guarantee as necessary to reimburse for costs incurred for failure of the successful Bidder.
to enter into a contract. The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. Westlands is not precluded by a Bid Guarantee from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guarantee incurred as a result of the failure of the successful Bidder to enter into a contract with Westlands for the Work.

SECTION 2.13. WITHDRAWAL OF BID.

A Bid may be withdrawn at any time prior to the hour fixed in the Invitation for Bids for the submission of Bids by a written request of the Bidder filed with Westlands at the location where the Bid was submitted. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid within the time prescribed.

SECTION 2.14. PUBLIC OPENING OF BIDS.

Bids will be opened and read publicly at the time and place indicated in the Notice to Contractors or in a subsequent Addendum. Bidders or their authorized representatives and other interested parties are invited to be present.

SECTION 2.15. REJECTION OF BIDS.

Westlands reserves the right to reject any or all Bids. Westlands reserves the right to waive irregularities in a Bid and to make an award in the best interest of Westlands. Bids containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.

SECTION 2.16. DISQUALIFICATION OF BIDDERS.

More than one Bid from any individual, firm, partnership, corporation, limited liability company association, or joint venture under the same or different names, will not be considered. Reasonable ground for believing that any Bidder is interested in more than one Bid for the Work will cause rejection of all Bids in which such Bidder is interested. This prohibition shall not prevent any proposed Subcontractor from being listed in more than one Bid. This prohibition shall not prevent Bids by Bidders with partial ownership in common unless the two Bidders have identified the same individual as their responsible managing employee, member, manager or officer. If there is reason to believe that collusion exists among Bidders, none of the participants of such collusion will be considered.

Any Bid in which the prices obviously are unbalanced may be rejected.

SECTION 2.17. RELIEF OF BIDDERS.

Attention is directed to Public Contract Code Sections 5100 through 5107, concerning relief of Bidders and in particular to the requirement therein that if the Bidder claims a material mistake was made in its Bid, the Bidder shall give Westlands written notice within five (5) days after the opening of the Bids (excluding Saturdays, Sundays, or Legal Holidays) of the alleged mistake, explaining in the notice in detail how the mistake occurred.
SECTION 2.18. BID PROTESTS.

As set forth in Section 0100, Instructions to Bidders, if the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to Westlands by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least seven (7) calendar days prior to the Bid due date will be deemed a waiver of the Bidder’s right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

As set forth in Section 0100, Instructions to Bidders, any Bidder may file a protest against the award of the Contract to any other Bidder. In submitting a Bid to Westlands, the Bidder agrees to comply with and to be bound by that procedure.
ARTICLE 3. AWARD AND EXECUTION OF CONTRACT; BONDS AND INSURANCE

SECTION 3.01. AWARD OF CONTRACT.

Unless stated otherwise in the Invitation for Bids, the award of the Contract, if the Contract is to be awarded, will be to the lowest responsive, responsible Bidder. In addition to price in determining the lowest responsive, responsible Bidder, consideration will be given to:

- The ability, capacity and skill of the Bidder to perform the Work;
- The ability of the Bidder to perform the Work within the time specified, without delay;
- The ability of the Bidder to perform the Work in a safe manner;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and,
- The quality of the Bidder’s performance on previous work with Westlands.

Unless otherwise specified in the Invitation for Bids or Special Provisions, if an alternate or alternates are identified by Westlands to the bidders, award will be based on any combination of Base Bid and Alternates as determined by Westlands. This process is conducted by Westlands in a “blind selection” format, i.e., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project, but without any identifying information regarding the Bidder. The first envelope shall be marked “Envelope 1” and shall contain only an unsigned copy of the bidder’s bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked “Envelope 2” and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by Westlands at its discretion. All awards will be made in Westlands’ best interest.

If the Invitation for Bids provides for a difference basis of award, the basis and process identified therein shall apply.

SECTION 3.02. TIME OF AWARD.

The award, if made, will be made within thirty (30) days after the Bid Opening, unless otherwise specified. The period for contract award shall be tolled while any protest of an intended award is pending. The specified period of time within which the award of the Contract may be made may be extended as agreed upon in writing by Westlands and the Bidder before the last day specified in the solicitation for award.

If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, or to provide required bonds and/or insurance certificates, Westlands may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Contract or to provide required bonds and/or insurance, Westlands may award the Contract to the third lowest responsive, responsible Bidder.
SECTION 3.03. CONSIDERATION OF BIDS.

After the Bids have been opened and read, they will be checked for accuracy and compliance with the Specifications. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule or the sum of two or more bidding schedules does not equal the total amounts quoted, the individual item or schedule amounts shall govern and the correct total shall be deemed to be the amount bid. If the Bid is missing the unit price, then it may be deemed incomplete and the Bid may be rejected.

After Westlands has made any necessary corrections in mathematical errors appearing on the face of the Bid, all Bids will be compared based on the bid form.

SECTION 3.04. PERFORMANCE AND PAYMENT BONDS.

As part of the execution of the Contract, and within ten (10) days after receiving notice of award, the successful Bidder shall furnish the following corporate surety bonds to the benefit of Westlands. The format of the Performance Bond and Payment Bond forms shall be those contained in the Invitation for Bids. Bonds shall be executed by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The successful Bidder must submit with the bonds the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

When the amount to be paid to Contractor is based upon units of work to be performed or items to be provided, the term “Contract Sum” as used below for the purpose of posting Performance and Payment Bonds shall be computed on the basis of the unit price bid multiplied by the Estimated Quantities of work to be performed.

3.04A. Performance Bond.

The Performance Bond, to guarantee the performance of all covenants and stipulations of the Contract, shall be on the form provided by Westlands and shall be in a sum not less than one hundred percent (100%) of the original Contract Sum as set forth in the Contract.

3.04B. Payment Bond.

The Payment Bond, to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the Contract, shall be on the form provided by Westlands and shall be in a sum not less than one hundred percent (100%) of the original Contract Sum as set forth in the Contract.

SECTION 3.05. NOTIFICATION OF SURETY COMPANIES.

The surety company shall be familiar with all the provisions and conditions of the Contract. It is understood and agreed that the surety company waives notice of change, extension of time, alteration
or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by Westlands or Westlands’ authorized agents under the terms of the Contract; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Contract. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

**SECTION 3.06. RETURN OF BID GUARANTEES.**

After Bids have been received and reviewed by Westlands, Bid Guarantees will be returned to the respective Bidders except those submitted by the three lowest responsive, responsible Bidders.

Bid Guarantees for Bids not to be further considered in executing the Contract will be returned within ten (10) days after the award of the Contract. The Bid Guarantees of the three lowest responsive, responsible Bidders will be returned within ten (10) days after the successful Bidder has filed satisfactory bonds and proof of insurance as specified and the Bidder and Westlands have executed the Contract.

If all Bids are rejected and no award is made, all Bid Guarantees will be returned within ten (10) days of the decision of Westlands to not award the Contract.

**SECTION 3.07. EXECUTION OF CONTRACT.**

The Contract shall be executed by the successful Bidder and returned to Westlands, together with the Performance Bond, Payment Bond, certificates of insurance and insurance endorsements, and any other documents required at the time of Contract execution by the Special Provisions within ten (10) days of the Bidder’s receipt of the documents. Insurance certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf and shall be accompanied by copies of all endorsements required by Section 3.09 below.

When requested by Westlands, the successful bidder shall furnish complete, certified copies of all required insurance policies, including endorsements specifically required by Section 3.09. After execution by Westlands, one copy of the Contract, bonds, and certificates of insurance will be returned to Contractor.

**SECTION 3.08. FAILURE TO EXECUTE CONTRACT.**

If the Bidder to whom the Contract is awarded fails to execute the Contract and file acceptable bonds and insurance certificates as provided herein within ten (10) days from the time the Contract forms are received by the Bidder, the award may be annulled and the Bidder’s Bid Guarantee forfeited to Westlands. At Westlands’ discretion, the Contract may then be awarded to the next lowest responsive, responsible Bidder.

If Westlands awards the Contract to the second lowest responsive, responsible Bidder, the amount of the lowest responsive, responsible Bidder's Bid Guarantee shall be applied by Westlands to the
difference between the lowest Bid and the Bid of the second lowest responsive, responsible Bidder, and the surplus, if any, will be returned to the lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the Bidder's Bond if a bond is used.

On refusal or failure of the second lowest responsive, responsible Bidder to execute the Contract, Westlands may award it to the third lowest responsive, responsible Bidder. If Westlands awards the Contract to the third lowest responsive, responsible Bidder, in addition to application of the lowest Bidder’s Bid Guarantee as aforesaid, the amount of the second lowest responsive, responsible Bidder’s Bid Guarantee shall be applied by Westlands to the difference between the Bid of the second lowest responsive, responsible Bidder and the Bid of the third lowest responsive, responsible Bidder, and the surplus, if any, shall be returned to the second lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the second lowest Bidder’s Bid Bond if a bond is used.

Additionally, any forfeited Bid Guarantee shall be applied as necessary to reimburse for the costs incurred for failure of the successful Bidder(s) to enter into a contract. The surplus, if any, will be returned to the defaulting Bidder(s), if a check or cash is used, or credited to the surety on the Bidder’s Bond, if a bond is used.

The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The liability of the Surety shall not exceed the limits of the bid bond amount.

**SECTION 3.09. INSURANCE.**

**3.09A. General Insurance Requirements**

Within ten (10) days after receipt of the Contract from Westlands as set forth in Section 0700-3.07, Contractor shall promptly obtain, at its own expense, all the insurance required by this Section 3.09, INSURANCE, and submit coverage verification for approval by Westlands prior to Westlands’ execution of the Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and Contractor shall not commence work, until such insurance has been approved by Westlands. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof. In addition, the Commercial General Liability insurance shall be maintained for three (3) years after final completion and Westlands’ acceptance of the Work. The Notice to Proceed does not relieve Contractor of the duty to obtain such insurance as required herein.

Contractor shall not allow any subcontractor to commence work on under its subcontract until all similar insurance required of the subcontractor (except Builder’s Risk Insurance), has been obtained and verified by Contractor and submitted to Westlands’ Representative for Westlands’ review and records. Subcontractors shall furnish original certificates and required endorsements as verification of insurance coverage. The insurance liability limits specified in Section 3.09.B.1, Commercial General Liability shall also apply for all subcontractors listed in Section 00400, Attachment C, DESIGNATION OF SUBCONTRACTORS. Contractor shall designate the required insurance liability limits for all other subcontractors.
Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-:VII or equivalent and that are admitted to do business and in good standing in California, unless otherwise approved by Westlands. In the case of workers’ compensation and employer’s liability insurance, coverage provided by the California State Compensation Insurance Fund is acceptable.

Each insurance policy required by this contract shall be accompanied by a certificate that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice to Westlands. Contractor shall include all costs for insurance in its bids, except for costs incurred as a result of change orders subsequent to contract award and except for insurance to cover “Acts of God” as defined in California Public Contract Code section 7105. Costs for Acts of God Insurance is listed as a separate bid item.

Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from its operations under this Contract. For any claims arising out of Contractor’s work under this agreement, Contractor’s insurance coverage shall be primary insurance as respects Westlands and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by Westlands or its officers, officials, employees, agents or volunteers shall be in excess of Contractor’s insurance and shall not contribute with it.

### 3.09B. Specific Insurance Requirements

Contractor shall take out, pay for, and maintain throughout the duration of this Contract and for such additional periods as more specifically required herein the following insurance against claims which may arise from or in connection with the performance of the work hereunder by Contractor, its employees, agents, subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Contractor shall furnish to Westlands certificates of insurance evidencing same and reflecting the effective date of such coverage as indicated herein. Such certificates shall be on standard Acord forms, executed by a duly authorized representative of each insurer. Contractor’s insurers must be authorized to do business in the state where service is provided and have a policyholder rating (“AM Best Rating”) of at least “A” and must be otherwise acceptable to Westlands. Contractor shall provide copies of applicable insurance policies required within ten (10) days of Westlands’ written request.

#### 3.09B.1. Commercial General Liability (CGL) with limits of not less than:

- two million dollars ($2,000,000.00) per occurrence for bodily injury and property damage,
- two million dollars ($2,000,000.00) per person or organization for personal and advertising injury,
- ten million dollars ($10,000,000.00) annual general aggregate. The aggregate must be applicable on a per project basis,
- ten million dollars ($10,000,000.00) annual products/completed operations aggregate, or limits carried, **whichever is greater**.

Contractor may use an umbrella or excess policy to meet the limits requirement of this section, however it must follow the form of the underlying policy(ies).
CGL insurance shall be maintained for three (3) years after final completion and Westlands’ acceptance of the Work. CGL coverage shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage; “modified occurrence” and “claims made” are not acceptable) and must include, without limitation, the following:

a. broad form blanket contractual liability coverage for liability assumed under this Subcontract and all other contracts relative to the project;

b. completed operations / products liability coverage, which shall continue up to and including the final date upon which any applicable statute of limitation and/or statute of repose shall elapse and expire;

c. bodily injury and property damage coverage;

d. personal and advertising injury liability coverage;

e. premises-operations coverage (including explosion, collapse and underground coverage);

f. coverage for independent contractors;

g. “action over” coverage;

h. Coverage for blasting, explosion, collapse of structures and damage to underground property;

i. duty to defend in addition to (without reducing) the limits of the policy;

j. severability of interests (full separation of insureds) without “insured versus insured” exclusions or limitations; and

k. if the work is to be performed within fifty (50) feet of any railroad, Contractor’s CGL policy shall be endorsed to delete the exclusion for work performed within fifty (50) feet of a railroad.

ISO endorsements CG 22 94, CG 22 95, or similar or equivalent endorsements shall not be included. There shall be no limitation on coverage for claims arising out of Subsidence or Soil or Earth Movement.

The policy must include a provision that the annual general aggregate shall apply separately to each project for which Contractor provides services away from premises owned by or rented to Contractor per ISO form CG 25 03 11 85 or equivalent. If Contractor elects not to provide a separate aggregate, the general aggregate limit shall be twice the required general aggregate limit noted above.

Endorsements must be furnished reflecting the inclusion of the interests of Westlands and its officers, officials, employees, representatives, agents and volunteers and naming each as an Additional Insured on a primary and noncontributing basis. Coverage for Additional Insureds shall be provided via ISO form CG 20 10 11 85 or via a combination of ISO forms CG 20 10 07 04 and CG 20 37 07 04. This shall include coverage for ongoing operations and completed operations, which shall remain in effect through any applicable statute of limitation or statute of repose. The primary and noncontributory endorsement shall be at least as broad as ISO form CG 20 01.
Contractor shall require each of its Subcontractors to likewise purchase and maintain, at their expense, general liability insurance meeting the same limits and requirements as indicated herein. For Subcontractors listed in Section 00400, the limits of liability shall be:

- one million dollars ($1,000,000.00) per occurrence for bodily injury and property damage,
- one million dollars ($1,000,000.00) per person or organization for personal and advertising injury,
- two million dollars ($2,000,000.00) annual general aggregate. The aggregate must be applicable on a per project basis,
- two million dollars ($2,000,000.00) annual products/completed operations aggregate, or limits carried, whichever is greater

These requirements shall in no event, be construed to require that additional insured insurance coverage be provided to a greater extent than that permitted under the statutes or public policy of the State of California.

3.09.B.2. Commercial Automobile Liability Insurance

Commercial Automobile Liability Insurance, including, without limitation, liability arising out of all owned, non-owned, leased and hired vehicles, trucks and trailers, or semi-trailers, including any machinery or apparatus attached thereto, with limits not less than one million dollars ($1,000,000.00) each accident, or limits carried, whichever is greater.

Such coverage shall be written on the most recent edition of ISO form CA 00 01 (or a substitute form providing equivalent coverage) and shall include, without limitation, contractual liability coverage. Endorsements must be furnished reflecting the inclusion of the interests of Westlands and its officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and noncontributing basis. The additional insured endorsement shall be at least as broad as ISO form CA 20 48 02 99.

If Contractor transports any hazardous materials, substances or waste, the automobile liability policy shall include endorsement forms MCS-90 and ISO CA 99 48 or equivalent endorsements providing coverage for environmental and pollution claims.

Contractor may use an umbrella or excess policy to meet the limits requirement of this section, however it must follow the form of the underlying policy(ies).

Contractor shall require each of its subcontractors to likewise purchase and maintain, at their expense, automobile liability insurance meeting the same limits and requirements as indicated herein.

A. Amount of Coverage.

B. Contractor hereby agrees to waive its rights of recovery from Westlands with regard to all causes of property and/or liability loss and all of Contractor’s insurance policies shall provide, by endorsements or otherwise, that the insurer(s) waive any
and all of its or their rights of recovery, by subrogation or otherwise, against Westlands and its officers, officials, employees, representatives, agents and volunteers. Contractor will also require its subcontractors to waive their rights of recovery from Westlands and its officers, officials, employees, representatives, agents and volunteers with regard to all causes of loss and shall cause a waiver of subrogation endorsement to be provided in favor of Westlands and its officers, officials, employees, representatives, agents and volunteers on all insurance coverage carried by Contractor’s Subcontractors. The Waiver of Subrogation endorsement must be at least as broad as ISO form CG 24 04.

3.09.B.3. Workers’ Compensation Insurance and Employer’s Liability Insurance

In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers’ Compensation Insurance. If Contractor, in the sole discretion of Westlands, satisfies Westlands of the responsibility and capacity under the applicable Workers’ Compensation Laws, if any, to act as a qualified self-insurer, Contractor may so act, and in such case, the Certificate of Insurance evidencing the Worker’s Compensation insurance will include the State-assigned Self-Insured Certificate number.

Contractor is advised of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that code, and shall comply with such provisions and have Employers’ Liability limits of $1,000,000 per accident and per employee, and in the aggregate for injury by disease, before commencing the performance of the Work of this Contract.

Before the Notice to Proceed with the Work under this Contract is issued, Contractor shall submit a Certificate of Insurance evidencing that Contractor has obtained for the period of the Contract Workers’ Compensation and Employer's Liability Insurance as required for all persons whom it employs or may employ including subcontractor(s) in carrying out the Work under this Contract.

Such evidence of coverage shall be accompanied by endorsements from the insurer agreeing to:

1. Provide 30-day notice of cancellation;
2. Name Westlands, its officers, officials, employees, agents, and volunteers as Alternate Employer; and
3. Waive the rights of subrogation against Westlands and its officers, officials, employees, agents and volunteers which might arise by reason of any payment under the policy. This insurance shall be in accordance with the requirements of the most current and applicable State Workers’ Compensation Insurance Laws for the State of California.


Contractor shall provide "Special Form" Builder's Risk Insurance on the replacement cost basis as listed below.
In addition, as an optional item, Contractor shall quote the property coverage through Northern California Cities Self Insurance Fund (NCCSIF) which provides coverage for Course of Construction for the projects less than $25,000,000.

A. **Amount of Coverage** - Equal to the full replacement cost on a completed value basis, without deduction for depreciation and shall also provide coverage for “soft costs” such as but not limited to design and engineering fees and inspection costs caused by an insured peril, up to a maximum total for all soft costs of $750,000. The Builder’s Risk Insurance may contain sublimits not less than the following: Debris removal - $250,000; Pollution Clean-up cost - $25,000.

B. **Additional Insureds/Loss Payees** – This insurance shall name Westlands and its officers, officials, employees, agents, and volunteers as insureds/loss payees, as their interests may appear. Builder’s Risk Insurance policies shall contain the following provisions:

1. Westlands, Contractor and subcontractors of every tier shall be named as insureds.
2. Each insured shall waive all rights of subrogation against each of the other insureds.

C. **Included Coverages** – The above Builder’s Risk insurance shall include the following coverages:

1. Including, but not by way of limitation, for all damages of loss to the Work and to appurtenances, to materials and equipment to be incorporated into the Project while the same are in transit, stored on or off the Project site, to construction plant and temporary structures.
2. Such insurance shall cover, but shall not be limited to, the perils of fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, smoke damage, damage by aircraft or vehicles, vandalism and malicious mischief, theft, collapse, and flood.
3. The policy shall cover the costs of debris removal, including demolition as may be made reasonably necessary by the application of any law, ordinance, or regulation.
4. Start up & testing, and machinery breakdown including electrical arching are very important coverages which usually have to be requested.
5. Consequential losses due to delay in completing the Work. The Builder’s Risk Insurance limit for consequential losses is $1,700,000.
6. Terrorism coverage.
7. The policy shall provide Westlands the right to occupy the premises without termination of the policy until acceptance of the Project.

D. **Acts of God Insurance** – The insurance premium for Acts of God insurance is listed as a separate bid item.
E. **Deductibles** – Builder’s Risk Insurance may have a deductible clause not to exceed the amounts below. Contractor shall be responsible for paying any and all deductible costs.

1. All Other Perils: $25,000.

F. **Application of Loss Proceeds** – In the event of a covered loss, proceeds of builder’s risk insurance shall be applied first to reimburse actual costs of demolition, debris removal, reconstruction, and repair or replacement incurred in the discharge of Contractor’s obligations of repair or replacement under this contract. Insurance proceeds shall be deposited in a separate account in a local bank satisfactory to Westlands and shall be withdrawn only with Westlands’ written approval to reimburse such actual costs as the builder’s risk carrier has agreed to reimburse. Westlands shall have no liability for failure of the builder’s risk carrier to pay for any particular cost of repairs. In the event of the termination of Contractor for default, Contractor shall forfeit all rights to builder’s risk insurance proceeds and Westlands may expend such proceeds to complete the Project as if they were unpaid contract monies.

**3.09.B.5. Contractor’s Pollution Liability Endorsement**

Contractor shall provide Westlands’ Representative with the following documentation before commencing any hazardous materials remediation, including any removal of lead contamination or asbestos containing materials:

Contractor’s Pollution Liability: Shall provide $2,000,000 each loss and annual aggregate for bodily injury, property damage or environmental damage caused by pollution conditions resulting from Contractor’s operations or operations of anyone or entity employed or hired by Contractor, including its agents and representatives.

Pollution Legal Liability Endorsement: $2,000,000 combined single limit, annual aggregate for bodily injury, sickness, disease, mental anguish or shock, property damage and defense costs; with a minimum of $2,000,000 per occurrence. Pollution Legal Liability insurance shall cover liability of the insured disposal or treatment facility that is accepting any waste or soil under this Project. Contractor shall require such disposal or treatment facilities to furnish proof of the required coverage or Contractor provides proof of coverage for Pollution Legal Liability for Non-Owned Disposal Site.


All submittals required of Contractor which are to be prepared by a licensed California engineer shall be prepared only by a licensed engineer who is covered by a professional liability insurance policy issued by a California-admitted carrier or a carrier authorized to do business in California with a Best's rating of A-VII or better, with a limit per claim of at least $1,000,000. Such insurance shall be maintained in effect by said engineer at all times while performing work on the Project and for at least three (3) years after final completion and acceptance of the Project. Contractor shall submit an insurance certificate for such engineer at any time upon request of Westlands' Representative.
3.09.B.7. Proof of Coverage

Before the Notice to Proceed with the Work under this Contract is issued, Contractor shall furnish Westlands with proof of all required insurance mentioned herein, and all required endorsements. Westlands, at its option, may require complete copies of any required insurance policy at Contractor’s expense. Each required certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be delivered to Westlands and must be approved by Westlands before Contractor is authorized to commence work. Each certificate of insurance shall provide that the insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior written notice has been given to Westlands. Contractor shall also provide certificate(s) evidencing renewals of all insurance required herein, at least thirty (30) days prior to the expiration date of any such insurance.

Any deductibles or self-insured retentions in excess of $250,000 must be declared to and approved by Westlands.

In the event of the breach of any provision of this paragraph, or in the event of any notices received which indicates any required insurance coverage will be diminished or canceled, Westlands, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement. By requiring insurance herein, Westlands does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Westlands in this Contract.

3.09.B.8. Injury or Illness Reports

Contractor shall furnish Westlands’ Representative with a copy of the Employer's Report of Injury immediately following any incident requiring the listing of said report on the OSHA Log during the prosecution of the Work under this Contract. Contractor shall also furnish Westlands’ Representative with a copy of the Employer's Report of injury involving any subcontractor on this Project.

3.09C. Insurance During Guarantee Period

For all work Contractor or its Subcontractors perform during the guarantee period, worker's compensation, and commercial general liability insurance and insurance in the amounts and format required herein, shall remain in effect.

3.09D. Third Party Insurance Requirements

The Work, as contemplated by the Contract Documents, does not specifically require an encroachment permit from Fresno County, PG&E, or Caltrans. However, in the event Contractor chooses a means and method of construction that results in Work requiring an encroachment permit from a public utility, or any other local, state, federal or public agency, Contractor shall ensure that the insurance it obtains in accordance therewith complies with all requirements mandated by each permitting agency from whom permits shall be obtained for the Work and any
other third parties from whom third party agreements are necessary to perform the Work (collectively, the "Third Party(ies)"). To the extent there is a conflict between the Third Party(ies)'s Insurance Requirements and those set forth by Westlands in Section 00700-3.09, INSURANCE, the requirement(s) providing the more protective coverage for both Westlands and the Third Party(ies) shall control and be purchased and maintained by Contractor.

Contractor shall be responsible to determine what insurance requirements exist as a condition precedent to obtaining permit(s) for the Work, if any. Contractor shall be solely responsible for any delay(s) arising from its failure and/or its subcontractors' failure to timely obtain all required insurance.

All required third party insurance shall be submitted to Westlands at the same time Contractor submits all other contractually required insurance, which is no later than fifteen (15) days after Notice of Award, unless otherwise agreed to in writing by Westlands prior to this deadline.

Bidders are encouraged to contact the applicable local agency(ies) prior to Bid in determining all applicable permits, and related insurance requirements, for this Project.

3.09E. Notification of Accident or Occurrence.

Contractor shall report by telephone to Westlands within twenty-four (24) hours and also report in writing to Westlands within fifteen (15) Calendar Days after Contractor or any Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars ($10,000) to the Work, property of Westlands or others, arising out of any work done by or on behalf of Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,
2. The names and addresses of all persons involved, and
3. A description of the accident or occurrence and the nature and extent of injury or damage.

3.09F. Notification of Claim.

If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor, that arises out of or is in any way connected with Contractor’s performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect Westlands, Contractor shall give prompt and timely notice thereof to Westlands. Notice shall be prompt and timely if given within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.
ARTICLE 4. SCOPE OF WORK

SECTION 4.01. THE CONTRACT.

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between Westlands and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. Nothing contained in the Contract Documents shall create any contractual relationship between Westlands, Westlands’ Representative, Architect or Engineer, on the one hand, and any Subcontractor or sub-subcontractor on the other hand, or between Westlands’ Representative, Architect or Engineer, on the one hand, and Contractor on the other hand.

SECTION 4.02. INTENT OF CONTRACT DOCUMENTS.

It is the overriding intent of the Contract Documents that the work performed shall result in a complete and operable project in satisfactory condition for occupancy, with all mechanical equipment in functional operating condition and fit for the use for which it is intended, and which complies in all respects with the Contract Documents. No extra compensation will be allowed for anything omitted but fairly implied to be included in the Contract Documents. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all items necessary to complete the Work as provided by the Contract Documents. The prices paid include all taxes, overhead, markups and profit.

Contractor shall do all of the work and furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary or proper, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any Change Order work or disputed work directed by Westlands in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

Unless otherwise specified, Contractor agrees to furnish and pay for all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary to perform and complete the Work in a good and workmanlike manner to the satisfaction of Westlands, in the manner designated, and in strict conformity to the Contract and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable there from as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

When portions of the Work are described in general terms, but not in complete detail, it is understood that Contractor will employ only the best general practice and incorporate only the best quality materials and workmanship in the Work.

Scale drawings, full-size details, and specifications are intended to be fully coordinated and to agree. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, even though only briefly mentioned or indicated, shall be furnished and installed fully and completely, including, but not limited to, the manufacturer’s instructions and/or recommendations, as part of this Contract.
If the Contract does not specifically allow Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit such a choice, Contractor shall furnish the highest quality under current industry standards, regardless of the cost of the item.

If Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be Contractor's duty to inform Westlands immediately, and Westlands shall promptly verify the same. Any work done after such discovery, until authorized by Westlands, will be done at Contractor's risk.

SECTION 4.03. CONFORMANCE WITH CODES AND STANDARDS.

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- The State Fire Marshal
- The UBC
- Title 8
- Title 22
- Title 24
- The NEC
- The UPC
- Storm Water Pollution Plans and Standards
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work not conforming to these requirements. When the Work detailed in the Plans and Specifications differs from governing codes, Contractor shall complete the Work in accordance with the higher standard. If the higher standard is more expensive than the Work detailed in the Plans and Specifications, Contractor will be compensated for Contractor’s additional costs by Contract Change Order as provided in Article 9, “Changes and Claims”, of these General Conditions.

SECTION 4.04. DIAGRAMMATIC DRAWINGS.

Drawings showing the locations of equipment, wiring, piping, etc., unless dimensioned, are diagrammatic, and conditions will not always permit their installation in the exact location shown. In such event, Contractor shall submit an RFI and obtain a response before proceeding with the work in question. Unless there is a material increase in Contractor’s scope of work, installation as specified in the response to the RFI shall be without any additional compensation to Contractor and without any increase in the Contract Time. Any work done after discovery of the issue, until authorization to proceed based on the response to the RFI, will be done at Contractor’s risk.
SECTION 4.05. ARCHITECT’S INSTRUCTION BULLETINS AND DRAWINGS.

In addition to the Drawings incorporated in the Contract Documents, the Architect or Engineer may furnish such supplemental drawings or instructions from time to time as may be necessary to make clear or to define in greater detail the intent of the Contract Drawings and Specifications. In furnishing additional drawings or instructions, the Architect or Engineer shall have the authority to make minor changes in the Work, not involving any extra cost, and not inconsistent with the overall design of the Project. If extra cost is known to be involved, these instructions will be accompanied by an RFP. These supplemental drawings and instructions shall become a part of the Contract Documents; Contractor shall make its work conform to them.

SECTION 4.06. FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES.

Westlands may issue Field Directives or other written directives from the office or field during the course of the Work, and Contractor shall immediately comply with the Field Directive or other written directive. Contractor must perform all work directed by a field directive, whether or not Contractor believes the work is included in the Contract and regardless of any disputes regarding money, time and/or other issues. Contractor acknowledges that continued progress of the Work is of high importance and that such disputes can be resolved as the Work progresses.

A Field Directive or other written directive may be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract or to order work to be performed. Work required by a Field Directive or other written directive shall be in accordance with the Contract and any previously executed Change Orders, except as delineated otherwise in the directive. Drawings included with Field Directives or other written directives are part of the Contract and shall be incorporated into the Record Drawings.

If Contractor refuses or neglects to comply with or make progress in the execution of any Field Directive or other written directive, Westlands, in addition to all other rights under the Contract and/or applicable law, may employ any person or persons to perform such work at Contractor’s cost, and Contractor shall not interfere with the person or persons so employed.

At appropriate intervals, Field Directives and/or other written directives that alter the Contract may be grouped to form a Change Order as described in Article 9, “Changes and Claims”, of these General Conditions.

SECTION 4.07. COMPLEMENTARY FEATURE OF CONTRACT DOCUMENTS: ORDER OF PRECEDENCE.

The Contract Documents, including the Specifications and Plans and Drawings, are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict, the following order of precedence will govern interpretation of the Contract:

1. Permits from other agencies as may be required by law;
2. The Agreement for Construction, as amended by Change Orders and any other Contract amendments;
3. Special Provisions;
4. Technical Specifications;
5. Plans and Drawings;
6. General Conditions and General Requirements;
7. Invitation for Bids [Notice to Contractors], including attachments and addenda;

In addition, the following shall also apply:
1. Written numbers and notes on a drawing shall govern over graphics.
2. A detail drawing governs over a general drawing.
3. A detail specification governs over a general specification.
4. A specification in a section governs over a specification referenced by that section.
5. Changes last in time govern prior requirements.

In case of conflict between the Project Plans and Technical Specifications, the Plans shall govern in matters of quantity and size, the Technical Specifications in matters of quality. In case of conflict within the Plans involving quantities or within the Technical Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in these Specifications.

**SECTION 4.08. INTERPRETATION AND ADDITIONAL INSTRUCTIONS; REQUESTS FOR INFORMATION.**

**4.08A. General.**

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFI’s may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.
RFI’s shall be submitted to Westlands sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a response to an RFI will be at Contractor’s risk.

RFI’s shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

4.08B. Procedure.

An RFI shall be submitted on an approved form as defined at the preconstruction meeting, and shall be numbered consecutively. A status log shall be prepared and updated by Contractor and reviewed with Westlands at each progress meeting. Each RFI shall deal with only one topic, item, issue, or system. The RFI shall clearly describe and specifically state what is being requested. Relevant portions of the Contract shall be cited, marked-up, and attached.

Contractor shall review each RFI before submittal and compare it with the Contract to verify that a response is required. RFI’s will only be accepted from Contractor and not from Subcontractors or suppliers. A recommendation or proposed solution may be included when appropriate or expedient. RFI’s that are not clear or RFI’s for which a response is clearly identified in the Contract will not be accepted.

4.08C. Response.

Westlands will normally respond within fifteen (15) Working Days. Westlands will provide a written response, and that response shall control. Contractor shall indicate a priority for responses to RFI’s if more than five (5) RFI’s are pending at the same time. In case of a dispute between Contractor and Westlands, protest may be made as provided in Section 9.15, “Dispute Regarding Contract Requirements”, of these General Conditions.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

Responses to RFI's indicating a change to drawings shall be recorded by Contractor on the Record Documents.

SECTION 4.09. NOTIFICATION OF DISAGREEMENT REGARDING SCOPE OF WORK.

If agreement cannot be reached as to cost, and Contractor does not agree that work due to an interpretation or supplemental drawing or instruction or directive is within the scope of the Contract Documents, Contractor shall, within seven (7) days after receipt of the interpretation, supplemental drawing, instruction or directive, submit a Proposed Change Order to Westlands specifying in detail in what particulars the contract requirements were exceeded and the change in cost resulting there from. Westlands shall then determine whether a Change Order shall be issued in accordance with Article 9 of these General Conditions. Contractor shall nevertheless perform such work without delay.

The time during which the protest is pending shall not affect the Contract Time.
SECTION 4.10. DELETED ITEMS.

Westlands may delete from the Work any item of work. Contractor will be paid for all work done toward the completion of the item prior to such deletion, as provided in Article 9, “Changes and Claims”, of these General Conditions but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work. Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

SECTION 4.11. EXTRA WORK.

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by Contractor when directed in writing by Westlands. Extra work shall be performed in accordance with the Contract and as directed by Westlands.

Extra work must be authorized in writing by Westlands before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, Westlands will direct Contractor to perform such extra work necessary to protect the Work or the public.

SECTION 4.12. USE OF COMPLETED PORTIONS.

Westlands has the right during the progress of the Work to occupy and/or use any completed or partially completed portion of the Work. Such use shall not be deemed acceptance of that portion, nor of any other portions of the Work, nor of work not completed in accordance with the Contract.

Under unusual circumstances on an exception basis, and only by written approval of Westlands, Westlands may provide a field acceptance of a completed portion of the Work under Section 7.21, “Final Inspection and Field Acceptance”, of these General Conditions, such that the warranty period for that portion will be considered to commence and Contractor will be relieved of any further maintenance and protection of that portion. No final payment shall occur for a limited portion of the work. Contractor will not be relieved of the Contract requirements for repairing or replacing defective work and materials in accordance with Sections 7.21 and 7.23, “Warranty Work”, of these General Conditions.

SECTION 4.13. LANDS AND RIGHTS-OF-WAY.

Westlands shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of Contractor. Contractor shall confine its operations to within these limits. Contractor shall comply with the terms and conditions of right of entry, right of way and easement documents. Westlands shall provide photocopies of these documents to Contractor prior to Contractor’s use of, or commencement of Work, in the lands in question.
Contractor shall provide at Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. Contractor shall obtain all required permissions for use of private property prior to taking possession or use. The permission shall be obtained in writing and a copy forwarded to Westlands prior to Contractor taking possession of said property.

SECTION 4.14. WARRANTY.

Unless otherwise specified in the Special Provisions, the warranty time period will be one year after Westlands’ acceptance of Work (see Section 7.22, “Final Acceptance and Notice of Completion”, of these General Conditions) and subject to the terms of Contractor Guarantee Form. The Performance Bond furnished by Contractor as part of the execution of the Contract shall include the terms and time period of the Warranty of Contractor’s work. In lieu of continuing the original performance bond through the warranty period, Contractor may submit a warranty bond, on a form substantially the same as the Performance Bond, for a minimum of ten percent (10%) of the total project value to be valid for one year from the date of acceptance by Westlands, subject to extension in accordance with Contractor Guarantee Form for corrected defective work.

If required by the Contract Documents, Contractor shall enter into and sign Warranty statements in the form provided to warranty various segments of the Work for the time specified.

If failure of any portion of the Work can be attributed to faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor’s performance, and this failure occurs prior to the end of the specified warranty period, Contractor shall promptly make the needed repairs at Contractor’s expense in accordance with Section 7.23, “Warranty Work”, of these General Conditions.
ARTICLE 5. CONTROL OF WORK AND MATERIALS

SECTION 5.01. AUTHORITY OF WESTLANDS.

Westlands will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. Westlands will decide all questions regarding the interpretation and fulfillment of the Contract on the part of Contractor, and all questions as to the rights of different contractors that may be involved with the Work.

Westlands will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

Westlands will administer its authority through a duly designated representative identified at the preconstruction meeting. Contractor and Westlands’ Representative shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by Westlands not otherwise required by the Contract to be in writing will be given or confirmed by Westlands in writing at Contractor’s request. Such request shall state the specific subject of the decision, directive, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

SECTION 5.02. ATTENTION AND COOPERATION OF CONTRACTOR.

Contractor shall comply with any written instruction delivered to Contractor or Contractor’s authorized representative by appropriately authorized representatives of Westlands.

SECTION 5.03. SUGGESTIONS TO CONTRACTOR.

Any plan or method suggested to Contractor by Westlands, but not specified or required in writing, if adopted or followed in whole or in part by Contractor, shall be used at the risk and responsibility of Contractor. Westlands assumes no responsibility.

SECTION 5.04. SEPARATE CONTRACTS.

Westlands reserves the right to award other contracts in connection with the Work. Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate its work with the other contractors.

If any part of Contractor’s work depends upon the work of any other contractor for proper execution or results, Contractor shall inspect and promptly report to Westlands any defects in such work that render the other contractor’s work unsuitable for proper execution and results. Contractor’s failure to so inspect and promptly report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of Contractor’s work, unless defects develop in the other contractor's work after the execution of Contractor's work.
SECTION 5.05. COOPERATION WITH OTHER CONTRACTORS.

Other contractors and other forces, including Westlands and/or adjacent property Westlands may perform work adjacent to or within the Work area concurrent with Contractor's operations. Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between Contractor and other forces or contractors retained by Westlands which create delays or hindrance to each other shall be referred to Westlands for resolution. If Contractor’s work is delayed because of the acts or omissions of any other force or contractor, Contractor shall have no claim against Westlands other than for an extension of time (see Section 7.18, “Extension of Time”, of these General Conditions).

SECTION 5.06. SUPERVISION PROCEDURES.

Contractor shall supervise and direct the Work using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, and procedures and for coordinating all portions of the Work under the Contract.

Contractor shall be responsible to Westlands for the acts and omissions of its employees, subcontractors and their agents and employees and other persons performing any of the Work.

It is prohibited to hire undocumented workers. Contractor shall secure and cause its Subcontractors to secure proof of eligibility/citizenship to work from all workers.

Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect or Westlands’ Representative in their administration of the Contract or by inspections, tests or approvals (or the lack thereof) required or performed by persons other than Contractor.

SECTION 5.07. SKILLED LABOR.

All non-apprentice labor shall have the skills of a journeyman in the applicable trade. All workmanship shall be of the highest quality and finish in all respects.

SECTION 5.08. CONTRACTOR’S DISMISSAL OF UNSATISFACTORY EMPLOYEES.

If any person employed by Contractor or any Subcontractor shall fail or refuse to carry out the directions of Westlands or the provisions of the Contract, or is, in the opinion of Westlands, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language or conduct to any person on or associated with the Work or with the public; or is acting or working in a manner that compromises the safety of the public, Work or persons or property involved with the Work, or is otherwise unsatisfactory, Contractor shall, when requested by Westlands, remove the worker from the Work site immediately, and shall not again employ the removed worker on the Work except with the written consent of Westlands.
SECTION 5.09. CONTRACTOR'S EQUIPMENT.

Contractor shall provide adequate and suitable equipment, labor, and means of construction to meet all the requirements of the Work, including completion within the Contract Time. Only equipment suitable to produce the quality of work required will be permitted to operate on the Project. Specific types of equipment may be requested by Westlands on component parts of the Work.

Westlands may, at Westlands' option, permit the use of new or improved equipment, at Contractor’s cost. If such permission is granted, it is understood that it is granted for the purpose of testing the quality and continuous attainment of work produced by the equipment, and Westlands shall have the right to withdraw such permission at any time that Westlands determines that the alternative equipment is not producing work that is equal in all respects to that specified, or will not complete the Work in the time specified in the Contract. The cost for mobilizing and demobilizing new or improved equipment shall be borne by Contractor.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where Westlands has condemned for use on the Work any piece or pieces of equipment, Contractor shall promptly remove such equipment from the site of the Work at its cost. Failure to do so within a reasonable time may be considered a breach of contract. The cost for mobilizing and demobilizing replacement equipment shall be borne by Contractor.

SECTION 5.10. CONTRACTOR'S SUBMITTALS.

See also Specification Sections 01330 - SUBMITTALS. In the event of any conflict between that section and Section 5.10 of these General Conditions, Specification Section 01330 controls.

5.10A. Submittals – General.

Contractor shall furnish all working drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract. Submittals shall be submitted by the dates specified in the Contract or, in Westlands’ sole discretion, a fine of $100 per day will be levied until the appropriate submittals are properly submitted.

Submittals for systems shall be bound together and include all information for the system.

If the information furnished in a submittal shows any deviation from the Contract requirements, Contractor shall, by a statement in writing accompanying the information, advise Westlands of the deviation and state the reasons. It shall be Contractor's responsibility to ensure there is no conflict with other submittals and to notify Westlands in any case where Contractor's submittal may concern work by another contractor, adjacent property Westlands', other forces or Westlands.

Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. Contractor shall verify that its Subcontractors’ submittals are complete in every way and meet the requirements of the Contract.
Direction from Westlands to proceed following return of Contractor's submittals shall not relieve Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement with and conformity to the Contract, or responsibility to fulfill the Contract as prescribed. Nor shall such direction be considered as approval of any deviation or conflict in the submittal unless Westlands has been expressly advised in writing of the same as set forth immediately above, and Westlands has expressly approved such deviation or conflict in writing.

Contractor shall make no changes to any submittal after it has been returned, and the equipment or materials shall not deviate in any way except with written approval by Westlands. Fabrication or other work performed in advance of return of the submittal with a direction to proceed shall be done entirely at Contractor's risk.

Minimum requirements for submittals are contained in these General Conditions. Additional and/or project-specific requirements may be contained in the General Requirements (Division 1) and/or the Technical Specifications. Contractor is responsible for identifying and providing all required submittals.

5.10B. Resubmittals.

Resubmittals shall address all comments from Westlands. Partial resubmittals may be returned ‘REVISE AND RESUBMIT.” Contractor is responsible for Westlands’ review costs for each resubmittal in excess of the first resubmittal. These costs will be charged to Contractor and will be deducted from progress payments.

5.10C. Submittals Containing Proprietary Information.

All required information shall be provided even though some or all of such information may be considered proprietary. If any of the information required herein is considered proprietary, a proprietary agreement shall be executed between Westlands and Contractor, stipulating that all such information will be supplied by Contractor and kept confidential by Westlands. All proprietary data shall be identified as part of Contractor's Bid and the proprietary agreement shall be executed before award of the Contract. Proprietary information is defined as any information or data describing or defining a product, process or system which 1) was developed at the expense of Contractor, a Subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its Westlands for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by Contractor, Subcontractor, or supplier at the expense of Westlands for specific use on the facility being constructed under the Contract shall not be considered proprietary.

All submitted proprietary information shall describe the final record Work. No part of the Work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until updated proprietary information has been submitted by Contractor and accepted by Westlands. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked “PROPRIETARY” by Contractor.
5.10D. Electrical, Instrumentation, Control, and Communication Systems.

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number.

Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing values shall be defined. Drawings shall be in the latest version of AutoCAD or other electronic reproducible medium specified by Westlands.

Conduit layout diagrams shall be provided for all electrical conduits, and conduits shall be labeled in the field consistent with the layout diagrams.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and equipment that incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

5.10E. Operation and Maintenance (O&M) Submittals.

See Specification Section 01782 – OPERATION AND MAINTENANCE INFORMATION. In the event of a conflict between that section and Section 5.10E of these General Conditions, Specification Section 01782 controls.

For use in subsequent maintenance and operations Contractor shall furnish, unless otherwise provided for in the Contract Documents, one (1) original and five (5) copies, all bound and indexed, of maintenance and operation information, including all the highest level of factory maintenance manuals (greatest level of detail) that are available to factory representatives with a three-year subscription to newsletters and updates supplied by the manufacturer covering all equipment and systems included in the Contract. Westlands may withhold up to thirty percent (30%) of the Contract Sum until O&M submittals have been submitted and approved. The submittal shall include at a minimum:

- Drawings
- Illustrations
- Parts lists
- Wiring diagrams of systems
- Internal wiring diagrams and circuit board schematics and layout drawings
- Manufacturer's recommended spare parts lists
- Name, address and phone number of nearest parts and service provider
- Systems balance data
• Maintenance and service instructions
• Operation instructions
• Software including annotated source lists and programs

The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems.

Contractor shall obtain approval of the required data at least thirty (30) Calendar Days prior to any required training or the final inspection date.

SECTION 5.11. DAILY REPORTS.

No less than on a weekly basis, Contractor shall submit, upon request of Westlands, to Westlands daily reports, which shall include, without limitation, the identity of Subcontractors on the site, an accurate headcount of workers on the site, materials and equipment delivered to the site, visitors to the site, work performed, and any problems encountered.

SECTION 5.12. SURVEYS.

5.12A. Surveys.

Except as set forth in this Section or in the Special Provisions, Contractor shall be responsible for performing all necessary surveys to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract. Any deviations must receive prior written approval of Westlands. All surveys affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights-of-way or easements, shall be performed by or under the direction and supervision of a California Registered Civil Engineer authorized to practice land surveying or a California Licensed Land Surveyor. Contractor shall be responsible for protecting and perpetuating survey monuments affected by construction activities in accordance with Business and Professions Code Section 8771(b). Contractor shall be responsible for the accuracy of Contractor's own layout work, and shall be liable for the preservation of all established lines and grades.

Stakes damaged or destroyed by the operations of Contractor shall be replaced at Contractor’s expense.

Dimensions for existing structures, piping, paving, and other nonstructural items are taken from the available information during Westlands’ planning and design.

• Field verify dimensions and conditions in advance of any construction in the area.
• Any discrepancy between the field survey and the information indicated in the Contract Documents shall be immediately brought to the attention of Westlands’ Representative by written notification.
• In questions arising as to proper location of lines and grades, the decision of Westlands’ Representative will be final.
Accuracy of Contractor’s stakes, alignments and grades may be periodically and randomly checked by Westlands’ Representative.

- If requested by Westlands’ Representative, Contractor shall supply field labor as required, at no extra charge to Westlands, to aid and assist Westlands’ Representative in checking location and grades of the work as set by Contractor.
- This shall include postponing parts of the Work affected by survey check, moving materials and equipment that interfere with a clear line of sight between horizontal control points and the construction work.
- Contractor is not to assume that Westlands’ Representative’s check substitutes or complements Contractor’s required field quality control procedures.

Contractor’s registered land surveyor shall check the line and grade of the slab or footing concrete forms prior to the first slab or footing pour at each structure and building.

### SECTION 5.12B. Survey Monuments.

Westlands shall show on the construction Plans, to the best of its knowledge, the location and character of survey monuments located within the construction area. It is Contractor’s responsibility to arrange and pay for a diligent and thorough search for survey monuments. This shall be performed by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying, prior to the beginning of construction or maintenance work that could disturb or destroy a survey monument. Any monuments found shall be referenced and reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying in accordance with Business and Professions Code Section 8771. On thin surface treatments, such as chip seals, the monuments can be covered in advance of the maintenance treatment with a suitable material and then removed to expose the monument.

When survey monuments not shown on the Plans are discovered, Contractor shall bring them to the attention of Westlands prior to damaging them. Any Westlands survey monuments damaged or destroyed by Contractor shall be reset by Westlands or Contractor at Contractor’s expense. Any other damaged or destroyed survey monuments shall be reset by Contractor at its sole expense in accordance with the Land Surveyors Act (Business & Professions Code 8700 et seq.).

When the Special Provisions require that Contractor provide all surveys, Contractor shall be responsible for referencing, resetting, and filing of corner records for all survey monuments disturbed or destroyed by construction activities in accordance with Business and Professions Code Section 8771.

All survey monuments and references shall be set or reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying.

### 5.12C. Documentation.

Furnish Westlands’ Representative with one (1) copy of all land surveyor notes, calculations, sketches and drawings within 48 hours after completion of each survey task.
Prepare, maintain and submit Record Documents as specified in Section 01780. The Contractor’s land surveyor is to affix its signature and registration number to applicable record drawings certifying the accuracy of lines and grades shown.

Submit survey Record Drawings before final completion.

**SECTION 5.13. RESPONSIBILITY FOR ACCURACY.**

Contractor shall obtain all necessary measurements for and from the Work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which Contractor shall be responsible. Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

**SECTION 5.14. DUTIES AND POWERS OF INSPECTORS.**

Inspectors are the authorized representatives of Westlands. Their duty is to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under instructions of Westlands, and to report all deviations from the Contract.

The Project Inspector shall have the authority to order the work designated for inspection stopped if a determination is made that work is proceeding in violation of the Contract Documents or any orders issued by Westlands, its representatives, or the Architect or Engineer. The failure of the Project Inspector to order the work stopped does not excuse Contractor from complying with the Contract Documents for that work.

Upon issuing a stop work notice, the Project Inspector shall notify the Architect or Engineer, who shall inspect the work in question and determine whether it does or does not comply with the Contract Documents. The decision of the Architect shall be final, subject to the disputes procedures in Article 9, “Changes and Claims”, of these General Conditions. Contractor shall thereafter comply with the instructions of the Architect regarding corrections needed to cure the defect. The suspended work shall be resumed only when the Architect’s instructions are fulfilled. Contractor shall not be entitled to an extension of time in the event of such suspension of work, provided the stop work notice is determined to be supported by the facts.

Westlands’ work site inspections will only be conducted Monday through Thursday from 7AM to 3:30PM, excluding Legal Holidays. Any inspections outside of these hours shall be requested at least three (3) days prior, must be approved by the Architect or Engineer, and all costs associated with the inspections shall be paid by Contractor.

**SECTION 5.15. INSPECTION.**

Contractor’s attention is directed to Specification Section 01450, **TESTING AND INSPECTION** and Section 01455, **SPECIAL TESTS AND OBSERVATIONS**.

The inspection of the Work does not relieve Contractor of the obligation to fulfill all Contract requirements. The purpose of inspection is not to assure Contractor that all of the Work is meeting all of the Contract requirements.
All work and materials furnished pursuant to the Contract shall be subject to inspection and approval by Westlands. Contractor shall provide Westlands and Inspectors with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials, equipment and the workmanship are in accordance with the requirements and intent of the Contract. Any work, materials, or equipment not meeting the requirements and intent of the Contract will be rejected, and unsuitable work, equipment or materials shall be made good, notwithstanding the fact that such work, materials or equipment may have been previously inspected or approved and/or payment may have been made. Contractor shall be solely responsible for any costs associated with the removal of any defective work, equipment or materials discovered during the inspection and the complete cost of reconstruction.

Unless authorized in writing by Westlands, any work done in the absence of an Inspector, whether completed or in progress, shall be subject to inspection. Contractor shall furnish all tools, labor, materials, access facilities, and other facilities necessary to allow such inspection, even to the extent of uncovering or taking down completed portions of the Work. Contractor shall pay all costs incurred, whether or not any defective work is discovered. Contractor shall also be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction.

Reexamination of any part of the Work may be ordered by Westlands, and such part of the Work shall be uncovered by Contractor. Contractor shall pay the entire cost of such uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

Contractor shall notify Westlands of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. Contractor shall report the time and place of preparation, manufacture or construction of any material for the Work, or any part of the Work, that Westlands wishes to inspect. Contractor shall give five (5) Working Days notice in advance of the beginning of work on any such material or of the beginning of any such test to allow Westlands to make arrangements for inspecting and testing or witnessing.

SECTION 5.16. QUALITY OF MATERIALS AND WORKMANSHIP.

Unless otherwise allowed or required by the Special Provisions, all equipment and materials shall be new and of a quality at least equal to that specified. All workmanship shall also be of the highest quality. When Contractor is required to furnish equipment, materials or manufactured articles or shall do work for which no detailed specifications are set forth, the equipment, materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the Work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes.
SECTION 5.17. SUBSTITUTIONS.

See Specification Section 01330, SUBMITTALS.

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided Contractor complies with the requirements of the following paragraphs.

5.17A. Written Request.

Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

5.17B. Documentation.

If requested by Westlands, a proposal for substitution must be accompanied by complete information and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine the equality of offered materials, articles, or equipment.

Contractor shall also submit such shop drawings, descriptive data, and samples as requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal shall be upon Contractor. The determination of equal quality, suitability, and performance shall be at the sole discretion of Westlands. Westlands will examine such submittals with reasonable promptness. If Westlands rejects the request for such substitution, then one of the particular products designated by brand name in the Contract shall be furnished. Acceptance of substitution by Westlands shall not relieve Contractor from responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by Contractor to identify deviations in the request material from the Plans and Specifications shall void the submittal and any action taken thereon by Westlands.

Changes required for proper installation and fit of substitute materials, articles or equipment, or because of deviations from the Contract shall not be made without the written consent of Westlands and shall be made by Contractor without additional cost to Westlands. Contractor shall pay the costs of design, drafting, architectural or engineering services and alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

SECTION 5.18. PREPARATION FOR TESTING.

Contractor shall maintain proper facilities and provide safe access for inspection by Westlands to all parts of the Work and to the shops wherein parts of the Work are in preparation. Where the Contract requires work to be tested or approved, such work shall not be tested or covered up without at least a five (5) Working Day notice to Westlands of its readiness for inspection, unless the written approval of Westlands for such testing or covering is first obtained.
SECTION 5.19. MATERIALS SAMPLING AND TESTING.

Materials to be used in the Work will be subject to sampling and tests by Westlands. Contractor shall furnish Westlands with a list of Contractor’s sources of materials and the locations at which such materials will be available for inspection. The list shall be furnished to Westlands in time to permit the inspection and testing of materials in advance of their use.

Testing shall be done to such standards as set forth in the Plans, Specifications, or Special Provisions. References made in these documents to standard methods of testing materials shall make such standards a part of the Specifications.

Whenever a reference is made in the Specifications to a specification or test designation of any recognized State or national organization or State of California Agency, and the number or other identification representing the year of adoption or the latest revision is omitted, it shall mean the specification or test designation in effect on the date of the original Notice to Contractors for the Work.

When requested by Westlands, samples or test specimens of the proposed materials shall be prepared at the expense of Contractor and furnished by Contractor in such quantities and sizes required for proper examination and tests, and with complete information describing type, kind, or size of material, and its source. All samples shall be submitted in time to permit the making of proper tests, analyses, or examinations before incorporating the materials into the Work. No material shall be used in the Work unless or until it has been approved by Westlands. All material tests shall be made by Westlands in accordance with recognized standard practice. Contractor shall pay the cost of the first retest and any subsequent retest of any area or material. Westlands will secure and test samples whenever necessary.

SECTION 5.20. APPROVAL OF MATERIALS OR EQUIPMENT.

5.20A. Sources of Supply.

Westlands’ approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials or equipment by Westlands if the quality is less than required by the Contract.

5.20B. Plant Inspection.

Westlands assumes no obligation to inspect materials or equipment at the source of supply. Contractor is responsible for incorporating satisfactory materials and equipment into the Work, notwithstanding any prior inspections or tests.

Westlands will inspect materials or equipment at the source if Contractor submits a written request and if Westlands deems the inspection necessary. Contractor and the supplier will cooperate with and assist Westlands while performing the inspection. Westlands shall have access to all production areas of the material or equipment source or place of manufacturing.
SECTION 5.21. PROVISIONS FOR EMERGENCIES.

Westlands may provide necessary labor, material and equipment to correct any emergency resulting from Contractor’s operation including noncompliance with the Contract, public convenience, safety, and protection of Work, persons, environment, and property. The nature of the emergency may prevent Westlands from notifying Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of Westlands shall not relieve Contractor from any damages resulting from the emergency.

SECTION 5.22. RIGHT TO RETAIN IMPERFECT WORK.

If any portion of the work done or materials or equipment furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work, materials or equipment is not of sufficient magnitude or importance to make the work, materials or equipment dangerous or undesirable, or if the removal of such work, materials or equipment is impracticable or will create conditions which are dangerous or undesirable, Westlands shall have the right and authority to retain the work, materials or equipment instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8.09, “Deductions for Imperfect Work”, of these General Conditions.

SECTION 5.23. REMOVAL OF REJECTED MATERIALS OR WORK.

Contractor shall remove all rejected or condemned materials, equipment or structures brought to or incorporated in the Work within two (2) Working Days of Westlands’ written directive. No such rejected or condemned materials or equipment shall again be offered for use in the Work. Contractor shall, at Contractor’s expense, bring into Contract compliance all rejected material, equipment or work in a manner acceptable to Westlands.

Westlands may bring into Contract compliance the rejected material or equipment if Contractor fails to comply with this Section. All costs shall be borne by Contractor and will be deducted from the Progress Payment.

SECTION 5.24. TEMPORARY SUSPENSION OR DELAY OF WORK.

Westlands has the authority to suspend or delay the Work, wholly or in part, for any period Westlands deems necessary. Contractor shall immediately comply with Westlands’ written directive to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by Westlands. Public safety and convenience must be maintained throughout the suspension or delay.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7.12, “Delays”, of these General Conditions. Such suspension shall not relieve Contractor of Contractor’s responsibilities as described in the Contract.
SECTION 5.25. TERMINATION.

5.25A. Reasons for Termination.

Westlands reserves the right to terminate the Contract, Contractor’s right to proceed, and/or Contractor’s control over the Work for any of the reasons listed below.

5.25A.1. Termination for Convenience.

Westlands may at any time and for any reason terminate the Contract or Contractor’s performance of the Work, in whole or in part.

If the Contract or Contractor’s control over the Work is terminated for cause and if it is later determined that the termination for cause was wrongful, such termination for cause automatically shall be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amount payable under Section 5-23.04 of these General Conditions, and Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

5.25A.2. Termination for Cause.

Westlands may terminate the Contract or Contractor’s control over the Work and so notify the Contract and Contractor’s sureties for the following causes:

- Contractor is adjudged bankrupt or makes an assignment for the benefit of Contractor’s creditors, or if a receiver is appointed because of Contractor's insolvency.
- Westlands has made a determination that Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- Contractor abandons the Work.
- The Work or any portion is sublet or assigned without Westlands’ consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- Contractor willingly violates any terms or conditions of the Contract.
- Contractor does not supply sufficient materials or properly skilled and staffed labor.
- Contractor fails to promptly pay its Subcontractors.
- Contractor disregards laws, ordinances, or Westlands orders.
- Contractor fails to correct defective work in response to defective work notices.
- Contractor fails to comply with written directives.
5.25B. Termination After Contract Time.

In addition to any other rights it may have, Westlands may terminate the Contract or Contractor’s right to proceed at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to Contractor’s other obligations under the Contract, Contractor shall not be entitled to receive any compensation after such termination until the Work is completed, and Contractor shall be liable to Westlands for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order, until the date of Completion, as well as for all losses incurred by Westlands in completing the Work, as set forth in Section 5-23.04 of these General Conditions.

5.25C. Notice of Termination; Westlands Completion.

If grounds exist under Sections 5.25A.2 or 5.25B above, then Westlands may issue to Contractor and its sureties a Notice of Intent to Terminate the Contract or Contractor’s control over the Work for Cause. The Notice shall state the grounds for termination for cause that exist and demand that Contractor cure the grounds, or make satisfactory arrangement for cure of the grounds, within ten (10) days of the date of the Notice, or else Westlands will terminate the Contract or Contractor’s control over the Work.

If Contractor fails to cure the grounds, or make satisfactory arrangement for cure of the grounds, stated in the Notice of Intent to Terminate within ten (10) days of the date of the Notice of Intent to Terminate, Westlands may give written Notice of Termination for Cause to Contractor and Contractor's sureties that the Contract, or a portion of the Contract, has been terminated and/or that Contractor's control over the Work, or a portion of the Work, has been terminated for the reasons stated in the Notice of Termination. The Notice shall also demand that Contractor’s surety take over and perform the Work through Completion. Contractor’s surety shall then have the right to take over and perform the Work through Completion. Westlands may take over the Work through Completion at Contractor’s and surety’s expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination or if immediate resumption of the Work is necessary to avoid significant additional cost.

If Westlands is forced to take over the Work, it may prosecute the same to completion by day labor, by contract or by any other method it may deem advisable, for the account and at the expense of Contractor and its sureties, and Contractor and its sureties shall be liable to Westlands for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, Westlands may, without liability, take possession of and utilize in completing the Work, Contractor’s materials whether stored at the Site or elsewhere, that are necessary for completion. Westlands may also take possession of and use all or any part of Contractor’s tools, equipment and appliances on the premises to complete the Work. Westlands assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned to Contractor when the Work is complete or sooner, at Westlands’ discretion. Westlands agrees to pay a reasonable amount for the use of such tools and equipment.

Contractor hereby assigns to Westlands all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by Westlands in writing, and only as to those orders and/or contracts which Westlands designates in writing.
Whenever the Contract or Contractor’s control over the Work is terminated for cause, Contractor and its sureties and shall be liable to Westlands for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order and whether or not the termination date precedes or post-dates the adjusted Contract Completion Date, until the date of Completion, as well as for all losses incurred by Westlands in completing the Work, as set forth in Section 5.25D of these General Conditions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by Westlands, Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
4. Assign to Westlands, in the manner, at the times, and to the extent directed by Westlands, all of the rights, titles, and interests of Contractor under the orders and subcontracts so terminated. Westlands shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of Westlands. Westlands' approval or ratification shall be final.
6. Transfer title to Westlands, and deliver in the manner, at the times, and to the extent directed by Westlands, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to Westlands.
7. Sell, in the manner, at the times, to the extent, and at the price that Westlands directs or authorizes, any property of the types referred to in Item 6 of this Section (Section 5.25C). Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by Westlands. The proceeds of any such transfer or disposition shall be used to reduce any payments made to Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as Westlands directs.
8. Complete performance of the Work not terminated by the Notice of Termination.
9. Take necessary action, or as Westlands directs, to protect and preserve the property related to the Contract in which Westlands has an interest.

5.25D. Payments to Contractor Upon Termination of Contract.

In the event of a termination for convenience, Contractor and Westlands may agree upon an amount paid to Contractor for the total or partial termination of the Contract or of Contractor’s control over
the Work. The amount may include those items specified in Article 9, “Changes and Claims”, of these General Conditions. However, such agreed amount shall not exceed the Contract Sum, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and Contractor shall be paid the agreed amount.

If Contractor and Westlands fail to agree on the amount to pay Contractor because of the termination for convenience under this Section, Westlands shall determine the amount due Contractor.

In the event of a termination for cause, Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by Westlands in finishing the work, plus all damages sustained or to be sustained by Westlands, including, without limitation, legal expenses, Westlands forces, administration and management, direct and indirect, plus liquidated damages, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Article 9, “Changes and Claims”, of these General Conditions, the excess not otherwise required by the Contract Documents to be retained shall be paid to Contractor. If the sum so expended to complete, plus Westlands’ damages as described herein, plus liquidated damages, plus unpaid claims as described herein exceeds the unpaid balance of the Contract Sum, Contractor and Contractor's surety are liable to Westlands for the amount of such excess.

5.25E. Completion Not a Waiver of Westlands Rights.

No act by Westlands before the Work is finally accepted shall operate as a waiver or stop Westlands from acting upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of Westlands pursuant to this Section 5-23 and all of its subsections are in addition to all other rights of Westlands pursuant to the Contract, and at law or in equity.

5.25F. Survival of Obligations.

No termination of this Contract or of Contractor’s control over the Work shall excuse or otherwise relieve Contractor of its responsibilities under the Contract with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of Contractor’s responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

SECTION 5.26. TERMINATION OF UNSATISFACTORY SUBCONTRACTS.

When any portion of the Work subcontracted by Contractor is not prosecuted in a satisfactory manner, Contractor shall immediately terminate the subcontract upon written notice from Westlands. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory. Substitution of a new subcontractor shall be accomplished in accordance with California Code.
ARTICLE 6. LEGAL RELATIONS AND RESPONSIBILITIES

SECTION 6.01. COMPLIANCE WITH LAWS AND REGULATIONS.

Contractor shall be familiar and comply with all Federal, State, and local laws, ordinances, codes and regulations which in any manner affect the Work, those engaged or employed in the Work or the material or equipment used in or upon the Work, or in any way affect the conduct of the Work. No pleas of misunderstanding of such laws, ordinances, codes, or regulations or of ignorance of the same on the part of Contractor shall modify the provisions of the Contract. Contractor and Contractor’s surety shall indemnify, defend and save harmless Westlands and Westlands’ officers, officials, agents, employees, volunteers, members, affiliates and their duty authorized representatives against any claim for liability arising from, or based upon, the violation of any such law, ordinance, regulation, decree, or order, whether by Contractor or by Contractor’s employees.

The attention of Contractor is directed to certain laws that affect the Contract. The listing of these laws in this Article is not to be construed as a listing of all applicable laws. Contractor is solely responsible for familiarity and compliance with all applicable laws.

SECTION 6.02. WAGES, HOURS AND EQUAL OPPORTUNITY

6.02A. Hours of Labor.

Eight (8) hours of labor shall constitute a legal day's work and Contractor or any Subcontractor under Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by Contractor in the performance of the Work under the Contract, except as permitted under the provisions of Labor Code Sections 1810 to 1815 of the Labor Code of the State of California. Contractor shall forfeit, as penalty to Westlands, the amount specified in Labor Code section 1813 for each worker employed by Contractor or any Subcontractor under Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of Labor Code Sections 1810 to 1815.

Overtime shall be paid at the rate of not less than one and one half (1 1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

Westlands reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. Overtime and shift work may be established by Contractor with reasonable notice and the written permission of Westlands. No work other than overtime and shift work shall be done between the hours of 6:00 p.m. and 6:00 a.m., except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency. Failure of Contractor to perform the work in accordance with this policy shall be deemed to be a failure on Contractor’s part to comply with the Contract and is cause for termination.
6.02B. Prevailing Wage.

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, Contractor and all Subcontractors on the Project shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the DIR pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of Westlands at 3130 N. Fresno Street, Fresno, CA 93703-6056 or on the internet at http://www.dir.ca.gov/OPRL/PWD.

Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR.

The responsibility to check prevailing wage rates is Contractor’s. Pursuant to Labor Code Section 1773.4 Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement (“DLSE”) a petition to review a determination of any rate or rates made by the Director of DIR. Contractor may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Bid or Contract Sum shall be made if such assumption is incorrect.

The wage rates determined by the Director of the California DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice to Contractors remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been determined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the Project.

Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by Contractor or any Subcontractor, Westlands may retain from payments due to Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR and the wages actually paid such worker for the total number of hours worked. Westlands may disburse such retention to such employees.

For each worker paid less than the applicable prevailing wages for any work done under this Contract by Contractor or any Subcontractor, Contractor shall forfeit to Westlands as a penalty the sum determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code Section 1775, over and above any retention or withholds otherwise authorized by the Contract. If a worker employed by a Subcontractor is paid less than the prevailing wages by the Subcontractor, Contractor is not subject to this penalty assessment if Contractor can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly
complied with the requirements of Labor Code Section 1775(b). In addition to applicable penalties, Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

6.02C. Payroll Records.

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. Contractor shall be responsible for compliance by all Subcontractors on the Project.

Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, work classification, dates of payroll period, 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 Contractor and by each Subcontractor in connection with the Work. Such records shall be certified under penalty of perjury that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by its employees, and shall be available for inspection at all reasonable hours at the principal offices of Contractor and Subcontractors in a manner set forth in Labor Code Sections 1776 and 1812.

Upon a written request, Contractor and/or its Subcontractors shall file a certified copy of the payroll records with the requesting entity within 10 days after receipt of the written request. Failure to submit timely, complete certified payrolls shall subject Contractor and/or Subcontractor to the penalties specified in subdivision (h) of the Labor Code section 1776, which penalties may be deducted from progress payments to Contractor.

Contractor shall not carry on its payrolls any person not actually employed by Contractor, nor shall it carry on its payrolls employees of a Subcontractor. Contractor shall show on its payrolls all persons actually employed by Contractor on the Project, in any capacity. Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the California State Auditor and/or by the United States Department of Labor. Contractor shall preserve and cause to be preserved such books, records and files for a period of three (3) years after final payment unless additional time is requested by the California State Auditor or the United States Department of Labor.

6.02D. Additional Requirements for Labor Compliance.

Contractor shall comply with the following additional requirements and shall cause all Subcontractors on the Project, whether under contract with Contractor or under contract with any Subcontractor, to comply.

The records kept by the Contractor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is
required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by section 16401 of Title 8 of the California Code of Regulations, with use of the current version of DIR’s “Public Works Payroll Reporting Form” (A-1-131) and “Statement of Employer Payments” (DLSE Form PW26) constituting presumptive compliance with this requirement, provided the forms are filled out accurately and completely. Payroll data can be entered manually or uploaded into the electronic certified payroll reporting (eCPR) system once it is available.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of “Payroll Records” in section 16000 of Title 8 of the California Code of Regulations, direct verification of “Employer Payments” (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require Contractor and any of its subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed (“On-Site Visits”). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations (“8 CCR Section 16463”), Westlands may, on its own or if required by the Labor Commissioner, withhold funds due to Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against Contractor or Subcontractor whose payroll records are delinquent or inadequate. Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted.
are deemed inadequate; (2) specifies what amounts Westlands has been directed to withhold; and (3) informs Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, Contractor shall be notified of the nature of the violation and reference shall be made to Contractor’s rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth above.

6.02E. Nondiscrimination.

Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

“A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.”

6.02F. Apprentices.

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractor.

Contractor and all Subcontractors shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices. Violation of these requirements shall subject Contractor and/or Subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of DIR, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices and/or on the OPRL website at www.dir.ca.gov/OPRL/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

6.02G. Workers’ Compensation.

Pursuant to Labor Code Section 1860, in accordance with the provisions of Section 3700 of the Labor Code, Contractor is required to secure the payment of compensation to its employees.

6.02H. Fair Labor Standards.

Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29U.S.C. 3201 et seq.) as applicable.
6.02I. Reporting Requirements and Sanctions.

Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract will be considered noncompliance. At a minimum, documents required include:

1. List of Subcontractors

A list is required from Contractor of all Subcontractors, including all lower tier Subcontractors, who are or will be performing work on the Project, using the format in the Bid Documents. This list is due within ten (10) Calendar Days after the date of the preconstruction conference or within ten (10) Calendar Days after the date of award of the subcontract. The later of the two dates will apply.

2. Certified Payroll Reports

Certified Payroll Reports are required from Contractor and each Subcontractor, regardless of the subcontract amount or the type of procurement, for every payroll period in which work is performed in accordance with the above Section 6.02.A-F.

3. Fringe Benefit Statement

A Fringe Benefit Statement is required from Contractor and each Subcontractor if fringe benefits are paid to an approved plan, fund, or program. The statement is due with the first certified payroll report and any time the fringe benefit amounts change. The statement is not required if the fringe benefits are paid in cash to the employees.

4. Other Documentation

When required by the Special Provisions, other reporting documentation may be required depending on the source of funding for the project.

If Contractor fails to comply with the provisions of this Section, Contractor will be advised of the specific deficiencies and requested to make immediate corrections. Contractor will also be advised that monetary deductions will be made for failure to effect corrections or delinquencies.

If Contractor fails to correct a deficiency in the reporting requirements within fifteen (15) Calendar Days after notification, a deduction may be made. In such cases, the deduction will be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars ($10,000), nor be less than one thousand dollars ($1,000), and will be deducted from the next progress payment.

Deductions for non-compliance will be in addition to all other deductions provided for in the Contract and will apply irrespective of the number of instances of noncompliance. Deductions will be made separately and cumulatively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.
SECTION 6.03. SUBCONTRACTING; SUBSTITUTION OF SUBCONTRACTORS.

Contractor shall comply with all requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, forbidding bid shopping and bid peddling, requiring accurate listing of all Subcontractors, and requiring Subcontractors to be licensed. Contractor shall not, without the written consent of Westlands: (a) substitute any party as Subcontractor in place of the Subcontractor designated in the original bid; (b) permit any such subcontract to be assigned or transferred; or (c) allow the subcontracted work to be performed by anyone other than the original Subcontractor listed on the bid. Consent for substitution or subletting shall only be given pursuant to Section 4107 of the Public Contract Code. Should Contractor violate any of the provisions of this Section, the violation shall be deemed a breach of this Contract and Westlands shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of ten percent (10%) of the subcontract amount.

SECTION 6.04. USE OF PESTICIDES.

Contractor shall comply with all rules and regulations that govern the use of pesticides required in the performance of the Work, including any certifications that may be required for purchase, use, storage or application.

Pesticides include, but are not limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

SECTION 6.05. OCCUPATIONAL SAFETY AND HEALTH.

Contractor must comply with all applicable provisions of the California Occupational Safety and Health Act (Labor Code Sections 6300 et seq.). The foregoing includes, but is not limited to, all applicable Title 8 Safety Orders issued by the State of California Occupational Safety and Health Administration (Cal/OSHA). Failure of Westlands to suspend the work or notify Contractor of the inadequacy of the safety precautions or non-compliance with existing laws and regulations shall not relieve Contractor of this responsibility.

SECTION 6.06. INDEMNIFICATION.

6.06A. Contractor's Performance.

To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel acceptable to Westlands, and hold harmless Westlands, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney’s fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful...
act or omission of Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party.

To the fullest extent permitted by law, Contractor’s duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney’s fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by Contractor, Contractor’s agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of Contractor or an employee of any of Contractor’s agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by Contractor or by any of Contractor’s agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts Contractor or any of Contractor’s agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor’s agents, independent contractors, Subcontractors or suppliers under workers’ compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.
6.06B. Indemnification of Adjacent Property Owners.

In the event Contractor enters into any agreement with Westlands of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by Westlands prior to commencement of any work on or about such property. Contractor also shall indemnify Westlands and other indemnities identified in Section 6.06A of these General Conditions as provided in the Contract. These provisions shall be in addition to any other requirements of Westlands of adjacent property.

SECTION 6.07. CONTRACTOR'S LEGAL ADDRESS; WRITTEN NOTICE.

Both the address given in the Bid and Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters, or other articles or communications to Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to Contractor. Written notice may be accomplished by personal delivery, United States mail, overnight mail, delivery receipt email, facsimile or any other form of commercially accepted communication. The written notice shall become effective upon delivery. Delivery is complete when the notice is hand delivered, when the facsimile transmission is complete, two days after mailing by U.S. mail, or upon actual email delivery as evidenced by a delivery receipt.

The address named in the Bid may be changed at any time by written notice from Contractor to Westlands. Nothing herein shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to Contractor.

SECTION 6.08. CONTRACTOR NOT AN AGENT OF WESTLANDS.

Contractor shall be an independent contractor and not an employee, agent, or other representative of Westlands. Nothing in the Contract shall be construed to create any relationship of joint venture, partnership or any other association of any nature whatsoever between Westlands and Contractor other than that of Westlands and independent contractor.

Westlands shall have the right to direct Contractor as provided in the Contract. The aforementioned right of supervision shall not reduce or abrogate Contractor's liability of all damage or injury to persons, public property, or private property that may arise directly or indirectly from Contractor's execution of the Work.

SECTION 6.09. ASSIGNMENT OF CONTRACT.

The Contract or the performance of the Contract may be assigned by Contractor, but only upon written consent of Westlands and Contractor’s surety, unless the surety has waived its right of notice of assignment. No such assignment or subcontracting shall be permitted that would relieve Contractor or Contractor’s surety of their responsibilities under the Contract.
SECTION 6.10. ASSIGNMENT OF MONIES.

Contractor may assign monies due Contractor under the Contract, and such assignment will be recognized by Westlands, if given proper notice, to the extent permitted by law. Any assignment of monies shall be subject to all deductions provided for in the Contract. All money withheld may be used by Westlands for the completion of the Work if Contractor defaults.

SECTION 6.11. PROTECTION OF WESTLANDS AGAINST PATENT CLAIMS.

Contractor shall assume all costs arising from the use of patented materials, equipment, devices, and processes on or incorporated in the Work and shall indemnify and hold harmless Westlands and Westlands’ officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives from all actions for, or on account of, the use of any patented materials, equipment, devices, or processes in the construction of, or subsequent operation of, the Work. Before final payment, if requested by Westlands, Contractor shall furnish acceptable proof of a proper release from all costs or claims arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work.

SECTION 6.12. RIGHTS AND REMEDIES.

The duties and obligations of Contractor imposed by the Contract Documents and the rights and remedies of Westlands available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

The failure of Westlands, Westlands’ Representative, the Project Inspector or the Architect or Engineer to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s) or of the right to subsequently demand such strict performance or exercise such right(s) and the rights shall continue unchanged and remain in full force and effect.

Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by Westlands and hereby agrees that no default, act or omission of Westlands, Westlands’ Representative, the Project Inspector or the Architect or Engineer, shall constitute a material breach of the Contract entitling Contractor to cancel or rescind the provisions of the Contract or to suspend or abandon performance of all or any part of the Work. Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, saving only its right to money damages.

SECTION 6.13. UNENFORCEABILITY OF ANY CLAUSE.

If any clause or provision of the Contract Documents is held to be unenforceable or invalid, then that provision of the Contract shall be stricken and the remaining portion shall remain in full force and effect.
SECTION 6.14. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless otherwise provided in the Contract.

The Work shall be under Contractor's responsible care and charge until completion and final acceptance, and Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work, equipment or the materials occasioned by any cause, and shall bear the entire expense.

In no case shall Contractor’s use of Subcontractors in any way alter the position of Contractor or Contractor’s sureties with relation to the Contract. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with Contractor. No Subcontractor will be recognized as having a direct contractual relationship with Westlands. All persons engaged in the Work under the Contract will be considered as employees of Contractor and their work shall be subject to all the provisions of the Contract. Westlands will deal only with Contractor who is responsible for the proper execution of the Work. Contractor shall pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

The mention herein of any specific duty or responsibility imposed upon Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by Westlands in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

If Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be Contractor's duty to inform Westlands immediately, and Westlands shall promptly verify the same. Any work done after such discovery until authorized by Westlands, will be done at Contractor's risk.

SECTION 6.15. CONTRACTORS LICENSE.

Contractor shall comply, and requires all Subcontractors to comply, with Chapter 9 of Division 3 of the Business & Professions Code.
SECTION 6.16. PERMITS AND LICENSES.

Except as set forth in the Special Provisions, Contractor shall, at Contractor’s sole expense, obtain all necessary permits and licenses for the construction of the Work, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety. Contractor shall also procure all permits and licenses necessary for the normal conduct of Contractor’s business and construction operations.

The California Environmental Quality Act of 1970 (CEQA) may be applicable to permits, licenses, and other authorizations that Contractor shall obtain from local agencies in connection with performing the Work. Contractor shall comply with the provisions of CEQA in obtaining such permits, licenses, and other authorizations, which will be obtained in time to prevent delays to the Work. Contractor shall also comply with all mitigation measures identified in the Special and/or Technical Provisions.

SECTION 6.17. SAFETY REQUIREMENTS.

6.17A. Ensuring Safety; Compliance With Safety & Health Regulations.

Safety is a prime consideration in all Westlands contracts. Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California or Federal Government and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the site and for ensuring against and/or correcting any hazardous conditions on the site. Contractor shall at all times, until final acceptance and payment hereunder, maintain adequate protection against (1) injury to persons, including employees, inspectors, and all other persons who may enter the site, or (2) or damage to property, on or near the Project, or adjacent to the site. In no case shall Westlands or any of its agents, officials, officers, employees, independent contractors or representatives have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by Contractor, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the site, or for ensuring against or correcting any hazardous conditions on the site. Westlands or any of its agents, employees or independent contractors may call to the attention of Contractor any safety, health or hazardous conditions at the site but, by doing so, does not assume any liability or responsibility for remediation or correction of the condition, which liability and responsibility lie solely with Contractor.

Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents and overall jobsite safety for contractors/subcontractors employees and visitors and who shall have the authority to make decisions regarding safety and health concerns on the project and to direct Contractor’s personnel to abate any hazard identified by Westlands. This person shall be Contractor’s superintendent unless otherwise designated by Contractor in writing to Westlands.

Contractor shall submit to Westlands a written safety program and shall submit to Westlands all updates and revisions thereto for review. Contractor is required to fulfill the requirements of its safety program during the prosecution of the work.
6.17B. 24-Hour Contact Information.

Contractor shall have on record with Westlands the following twenty-four (24) hour emergency contact numbers for Contractor's representative who has the authority to make decisions and the ability to respond to an emergency at the Project at any time and for Contractor’s safety representative.

6.17C. Protection and Repair of Work.

Contractor shall protect Westlands’ structures, facilities, equipment, tools, materials, and any other property on or adjacent to the site against damage, loss, or theft by providing adequate security measures for its work. Contractor shall, until final payment hereunder, maintain protection of all of its work and work performed by others under this Contract from damage, loss, defacement, or vandalism. Contractor shall provide protection of completed work which may be subject to damage as a result of Contractor’s failure to perform as scheduled.

Contractor shall repair or replace any damage and remove any damaged or defaced material and/or equipment from the Site at no cost to Westlands.

6.17D. Protection of Workers.

Contractor shall take every precaution for the safety of all employees and others on the Work, and to comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.

Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against hazards created by construction including, but not limited to, protruding nails or reinforcing steel, hod hoists, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist.

6.17E. Working Limits and Regulations.

Contractor shall confine its apparatus, storage and materials, and construction operations within the limits established by Westlands and shall not unreasonably encumber the site or adjacent areas with its materials and/or equipment.

Contractor shall enforce any instructions from Westlands regarding fires, placement of signs, danger signals, barricades, radios, noise and smoking.

6.17F. Protection of Existing Improvements and Property.

Contractor shall take all necessary precautions to protect all existing improvements, facilities and property from any damage resulting from the operations, equipment or workers of Contractor during the course of the construction, and Contractor shall be strictly liable for failure to adequately protect
any existing improvements and/or facilities. Trees and shrubbery that are to remain, pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by Westlands, Contractor shall provide and install suitable safeguards to protect such objects from injury or damage.

Contractor shall take all necessary precautions to protect existing facilities against the effects of the elements and Contractor shall be strictly liable for failure to adequately protect any facility.

Contractor shall clean the portions of existing improvements and facilities which are used by, traversed or dirtied by the workers on the Work, normal maintenance due to use by Westlands employees or the public excepted.

All improvements, facilities or property injured or damaged by reason of Contractor's operations, shall be replaced, repaired, and restored to their original condition without additional cost to Westlands and without an extension of the Contract Time.

6.17G. Traffic Signals and Traffic Control.

Existing signs, lights, traffic signals, control boxes, hydrants, meters, and other similar items occurring within the street or sidewalk areas shall be kept free of obstructions and accessible at all times. All such items shall be protected from Contractor’s operations and shall not be obliterated or obscured by its equipment or materials.

Should it be necessary to cover up, move, or alter such items, this shall be done only with permission of the authorities having jurisdiction over the items involved.

Should it be necessary to block a public street, Contractor shall first notify Westlands and the California Highway Patrol and fire departments and other agencies with jurisdiction, and shall comply with their instructions, including scheduling limitations.

6.17H. Security of the Site.

Contractor’s attention is directed to Specification Section 01520 – CONSTRUCTION SITE SECURITY.


Upon completion of the work, Contractor shall remove from the site all materials used for barricades, temporary scaffolding, or any other temporary uses.


In addition to any requirements imposed by law, Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the site or adjacent to the site which are in any way affected by the excavations or other operations connected with the completion of the Work.
Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, Contractor shall notify Westlands, who will send the occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work and the protective measures being taken by Contractor. The notice shall also specify that any person receiving notice who has questions regarding it may contact Westlands.

Whenever any notice is required to be given to any adjoining or adjacent land, utility, governmental agency or other party before commencement of any work, the notice shall be given by Contractor at least seven days in advance of the work, or longer if required by law or regulation, with a copy delivered to Westlands.

Contractor shall, at the written instruction of Westlands, meet with any recipient of such notice to explain and discuss the proposed work.


Contractor must obtain written permission from Westlands of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property Westlands must be on file with Westlands before any operations will be permitted on said property.

6.17L. Fire Protection.

Contractor shall take all steps necessary to protect all structures from fires and sparks originating from the Work, shall comply with all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction.

Contractor shall notify Westlands and the fire department in writing at least 72 hours prior to disconnection of either water or electrical service to the Project site, and shall comply with the fire department’s instructions regarding fire safety.

Contractor must keep the fire and intrusion detection systems operational throughout the duration and scope of its work.

6.17M. Repairs or Replacement.

Any damage to existing conditions, or to any other improvement or property above or below the surface of the ground, whether private or public, arising from performance of this Contract shall be repaired within 48 hours by Contractor without expense to Westlands, unless disruption of Westlands operations or creation of a safety hazard has occurred, in which case damage will be corrected immediately.

If, in the opinion of the Engineer, the best interest of Westlands requires that repairs be made prior to the execution of any further work, Westlands will so notify Contractor who shall delay or discontinue that part of the Work until the necessary repair has been made. Such delay shall be considered non-compensable, and no extension of the Contract Time will be granted therefore.
Upon the failure of Contractor to comply with any such order, or upon Contractor’s failure to make immediate emergency repairs which are necessary to protect the Work, Westlands shall do that work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from the next progress payment. No prior notice to Contractor shall be necessary for Westlands to take this action.

6.17N. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, Contractor, without previous instructions or authorizations from Westlands, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury, and Contractor shall bear all costs of that action. Contractor shall immediately notify Westlands, and thereafter shall comply with any instructions issued by Westlands.

6.17(O). Work During Hours of Darkness.

Working areas utilized by Contractor during the hours of darkness shall be illuminated to conform to the minimum illumination intensities established by Cal-OSHA, Construction Safety Orders and the Traffic Control Plans (TCP).

SECTION 6.18. CONFINED SPACES.

6.18A. Contractor Responsibilities and Qualifications.

When working in a confined space, Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, Contractor shall submit for Westlands review:

1. Contractor’s procedures for confined space operations.

2. Copies of all documents and certificates that qualify Contractor to safely perform work in permit-required confined spaces. Contractor shall also submit all applicable Material Safety Data Sheets (MSDS) and hazard information on chemicals, products, materials, or procedures.

3. Sufficient documentation and evidence that a permit-required confined space entry can be made in accordance with Article 108. Documentation shall include, but not be limited to the following:
   - Equipment availability, suitability, and integrity.
   - Personnel training.
   - Experience.
   - Supervision.
   - Safety.
   - Accident experience.
• Permit-required confined space policy.
• Hot work procedures (if applicable).
• Lock-out/tag-out procedures (if applicable).

Contractor’s submittal shall be made thirty (30) Calendar Days prior to any confined space entry.

Contractor will not be allowed to make a permit-required confined space entry until Westlands has reviewed Contractor’s qualifications and proposed methods.

Contractor shall conform to the procedures established by Contractor’s submittal during all confined space operations. Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

**6.18B. Existing Storm Sewers and Storm Drains.**

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drain pipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

**SECTION 6.19. EXISTING UTILITIES.**

See Specification Section 01112 - **EXISTING FACILITIES.**

**6.19A. General.**

Contractor shall coordinate and fully cooperate with Westlands, utility district(s) and governmental agencies for the location, relocation, and protection of utilities. Contractor’s attention is directed to the existence of utilities, underground and overhead, necessary for all buildings in the Work area. Contractor shall arrange with utility district(s) for the location of service lines serving these buildings in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility district(s) or Contractor.

**6.19B. Maintenance and Protection.**

Unless otherwise shown or specified in the Contract Documents, Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, Contractor, for convenience, may arrange with Westlands to temporarily disconnect service lines or other facilities along the line of the Work. The cost of disconnecting and restoring such utilities shall be borne by Contractor.

When connecting to existing utilities, Contractor shall expose all underground facilities that are to be connected to or that might be affected by the construction of the proposed improvements for verification of location and elevation prior to ordering materials.

Unless otherwise specified in the Contract Documents, Contractor shall protect all existing utilities
on all projects being constructed. The utility district(s) may elect to provide the necessary protective measures and bill Contractor for the cost.

**6.19C. Exact Locations Unknown.**

Where locations of existing utility facilities are shown on the Plans, they are approximate and represent the best information obtainable from utility maps and other information furnished by the various utility district(s) involved. Westlands warrants neither the accuracy nor the extent of actual installations as shown on the Plans. There may be additional utilities on the property unknown to either party to the Contract. If, during the course of the Work, additional subsurface utilities are discovered, Westlands may make adjustments to the Work. Compensation for such adjustments will be in accordance with Article 9, “Changes and Claims”, of these General Conditions.

In accordance with Government Code Section 4215, Westlands will compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, removing, relocating or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Work necessarily idled during such work. In no event shall Westlands be liable for any further or additional costs resulting directly or indirectly from any such occurrence.

Compensation will be in accordance with Article 9, “Changes and Claims”, of these General Conditions. Nothing herein shall be deemed to require Westlands to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If Contractor discovers utilities not identified in the Plans or Specifications, Contractor shall immediately notify Westlands and the utility district(s) by the most expeditious means available and later confirm in writing. If the completion of the Work is delayed by failure of Westlands or the utility district(s) to remove, repair, or relocate the utility, such delay may be an excusable delay as defined and provided for in Section 7.12B, “Excusable Delays”, of these General Conditions. Nothing herein shall preclude Westlands from pursuing any appropriate remedy against the utility for delays that are the responsibility of the utility. Contractor shall not be assessed liquidated damages for delay in completion of the Work for that portion of such delay as is caused by failure of Westlands or the utility district(s) to provide for the removal or relocation of existing utilities.

**6.19D. Damage to Existing Utilities.**

Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to their facility. Any operator or excavator who negligently violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed ten thousand dollars ($10,000). Any operator or excavator who knowingly and willfully violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed fifty thousand dollars ($50,000).
SECTION 6.20. EXCAVATION AND TRENCH SAFETY.

6.20A. Permit.

Contractor must obtain a permit from the Division of Industrial Relations per Labor Code Section 6500, as specified in California Code of Regulations, Title 8, Article 6, Section 1539 “Permits” of the Construction Safety Orders, for all excavations five feet (5’) or deeper to which an employee is required to descend. The permit shall be kept at the construction site at all times.

6.20B. Shoring, Bracing, Shielding, and Sheeting.

In accordance with Labor Code Section 6705, at least five (5) Working Days in advance of excavation of any trench or trenches five feet (5’) or more in depth, with a total value of twenty-five thousand dollars ($25,000) or more, Contractor shall submit to Westlands a detailed plan showing the design of shoring, bracing, sloping, or other provisions 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, the plan shall be prepared by a California Licensed Professional Civil or Structural Engineer. A signed copy of the detailed plan shall be on the site at the time of the excavation. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on Westlands or any of its employees. These systems must support the sides of the excavation and prevent soil movement that could cause injury to any person or structure. Any damage resulting from a lack of adequate shoring, bracing, shielding or sheeting shall be repaired at Contractor's expense.

Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that exists.

A Competent Person, as defined in California Code of Regulations, Title 8, Construction Safety Orders, Section 1504, “Definitions,” shall be on site at all times when Contractor's employees are working within the trench. A "Competent Person" is one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The price bid for work that will require an excavation of five feet (5’) or deeper (or less if conditions warrant) shall include the cost of adequate sheeting, shoring, and bracing, or equivalent method conforming to applicable safety orders, unless a separate Bid Item for such work is included in the bid form.

SECTION 6.21. OVERLOADING.

Contractor shall determine safe loading capacities and shall not overload any structure, equipment, pavement, or material beyond its safe capacity, or significantly deteriorate the preconstruction condition, during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, Contractor shall repair to Westlands’ satisfaction or reimburse Westlands for the costs of repairing the damage.
SECTION 6.22. APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY.

The review or approval by Westlands of any submittal, working drawing or any method of work proposed by Contractor shall not relieve Contractor of any of Contractor’s responsibility for any errors and shall not be regarded as any assumption of risk or liability by Westlands or any officer, official, agent, employee, member, volunteer, affiliate, or their duly authorized representatives. Contractor shall have no claim under the Contract because of the failure or partial failure or inefficiency of any reviewed or approved plan or method. Westlands review or approval means that Westlands has no objection to Contractor using the proposed plan or method at Contractor's responsibility and risk.

SECTION 6.23. CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT.

Contractor shall not mortgage or otherwise convey the title of the plant, machinery, tools, appliances, supplies, or materials that may at any time be in use, or further required or useful, in the prosecution of the Work, without prior written consent of Westlands.

SECTION 6.24. PROPERTY RIGHTS IN MATERIALS.

Nothing in the Contract shall be construed as vesting in Contractor any right of property in the materials used after they have been installed, attached or affixed to the Work, and on which partial payments have been made by Westlands. All such materials shall be the property of Contractor and Westlands jointly as their interests may appear, and shall not be removed from the Work by Contractor without Westlands’ consent.

SECTION 6.25. CONFLICT OF INTEREST.

No official of Westlands who is authorized on behalf of Westlands to negotiate, make, accept, or approve, any architectural, engineering, inspection, construction, or materials supply contract, or any subcontract in connection with the construction of the Project, or any land acquisition in connection with the Project, shall become directly or indirectly interested personally in this contract or in any part thereof.

No officer, employee, architect, attorney, engineer, or inspector of or for Westlands who is authorized on behalf of Westlands to exercise any executive, supervisory, or other similar function in connection with the construction of the Project shall become directly or indirectly interested personally in this contract or in any part thereof.

SECTION 6.26. NO AGREEMENTS.

No verbal agreement or conversation with any officer, agent, or employee of Westlands, either before, during, or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such verbal agreement or conversation entitle Contractor to any additional payment or time to perform whatsoever under the terms of this agreement.
ARTICLE 7. PROSECUTION OF THE WORK

SECTION 7.01. BEGINNING OF WORK.

No work may take place prior to receipt of the executed Contract and review of the prescribed bonds and insurance. Upon receipt of the executed Contract and approval of the bonds and insurance by Westlands, a Notice to Proceed will be issued which will constitute authorization to begin work. The counting of Contract Time shall begin upon issuance of the Notice to Proceed or other date as specified in that notice.

SECTION 7.02. AMOUNT OF WORK UNDER CONSTRUCTION.

Contractor shall not have more work under construction than can be undertaken properly with regard to the rights of the public and the safety and integrity of the Project.

SECTION 7.03. PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS.

Prior to beginning work, but within ten (10) working days of issuance of the Notice to Proceed, a preconstruction conference shall be held for the purpose of reviewing the Work. Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered. Topics discussed include, but are not limited to, mobilization, access, temporary facilities, utilities, subcontractors, schedules, procedures, correspondence, progress payments, payroll records, any Storm Water Pollution Prevention Plans (SWPPP), coordination, safety, after-hour contacts for Contractor and Westlands personnel, quality control/quality assurance, personnel assignments, and other topics as appropriate.

Progress meetings, unless specified otherwise in the Contract Documents, will be conducted weekly throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; Contractor or Contractor’s agent shall attend. Topics discussed include, but are not limited to, progress, schedules, safety, SWPPP, RFI’s, Change Orders, Field Directives, field coordination, submittals, quality control/quality assurance, progress payments, testing, startup, safety, and other topics related to the Work.

Any time during progress of the Work, Westlands and Westlands’ Representative shall have the authority to require Contractor and any Subcontractor, suppliers, or service providers to attend job-site conferences on matters which require immediate or special attention. Any notice of such conference shall be duly observed and complied with by Contractor and subcontractors, suppliers, or service providers without extra cost to Westlands.

Westlands may prepare minutes of all meetings. If minutes are prepared, Westlands will endeavor to send them to Contractor within two (2) Working Days. Contractor will endeavor to respond within two (2) Working Days with any corrections to the minutes, and any portion of the minutes not corrected by Contractor will be deemed as accurate. Westlands or Contractor may audiotape or videotape these meetings to create a record of the meeting, and a copy of any tape recordings shall be provided as part of the minutes.
SECTION 7.04. WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS.

Contractor shall undertake the Work under the Contract with all materials, tools, machinery, apparatus, and labor necessary to complete the Work as described, shown, or reasonably implied under the Contract, or as directed by Westlands, on or before the scheduled Contract Completion Date.

If Contractor is not diligently proceeding with the prosecution of the Work as set forth in the construction schedule, Contractor shall, immediately and at no additional cost to Westlands, take all measures necessary to ensure completion within the Contract Time, including but not limited to increasing the number of employees, working overtime, working additional shifts or crews, and working Saturdays, Sundays, or holidays, subject to other requirements in these provisions.

7.04A. Superintendence.

Contractor shall keep on the Work, throughout its progress, a competent superintendent who shall have complete authority to represent and act for Contractor. Such superintendent shall be capable of reading and understanding the Contract, and shall receive and follow any instruction given by Westlands.

Whenever Contractor or Contractor’s superintendent is not present on a particular part of the Work where it may be desired to give direction, orders will be given by Westlands and shall be received and obeyed by the foreman or other representative who may have charge of the particular work in reference to which the orders are given, or Westlands may stop the work until Contractor or Contractor's superintendent arrives.

7.04B. Labor.

Workers, laborers, or mechanics skilled in each class of work shall accomplish every part of the Work. Contractor is responsible for the efficiency, safety and adequacy of its labor force and those of all Subcontractors.

7.04C. Equipment and Methods.

Only equipment and methods suitable to produce the quality required by the Contract will be permitted to operate on the Work. Except as specified in Section 5.09, “Contractor’s Equipment”, of these General Conditions, or in the Special Provisions or Technical Specifications, equipment shall be that used in general practice for the work undertaken. If any part of Contractor's plant, equipment, or methods of executing the Work is unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the Work, Westlands may order Contractor to modify Contractor’s facilities or methods. Contractor shall promptly comply with such orders at Contractor’s expense. However, neither compliance with such orders nor failure of Westlands to issue such orders shall relieve Contractor from the obligation to secure the degree of safety, the quality of the Work, and the rate of progress required by the Contract. Contractor is responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods.
SECTION 7.05. SCHEDULES.

See Specification Section 01322- PROJECT SCHEDULES AND REPORTS.

Contractor shall submit a baseline schedule and updated schedules in accordance with this Section 7.05, Section 5.10, “Contractor’s Submittals”, of these General Conditions, and Specification Section 01322, which shall illustrate Contractor’s planned schedule for carrying out the Work and completing the Work within the Contract Time. Contractor’s updated schedules shall show the as-built schedule for work completed.

All schedules must show completion by any milestone dates required in the Contract Documents and the Contract Completion Date. Contractor expressly waives any early completion delay claim. Contractor has the right to try to complete the Work ahead of any milestone date and/or the Contract Completion Date, but if Contractor is somehow delayed from doing so, Contractor may not base a claim for additional compensation on such delay.

Contractor acknowledges that a purpose of submitting reasonable, accurate and adequate schedules is to protect Westlands and Contractor against unjustified delay and disruption claims or unjustified rejections of such claims. Contractor agrees to devote all resources necessary to provide scheduling services, as with any other item of Work on the project. Contractor agrees that its failure to submit reasonable, accurate and adequate schedules will bar claims by Contractor for additional compensation and/or time extensions based on the information contained in such a schedule, including but not limited to delay, disruption or inefficiency claims.

Westlands will review all schedules for conformance with the Contract. Westlands’ review and/or approval of a schedule does not relieve Contractor of responsibility for the feasibility of the schedule or for accomplishing milestones and completion within Contract Time, nor does Westlands’ review and/or approval warrant or acknowledge the reasonableness of the schedule’s logic, durations, labor estimates, or equipment productivity. Westlands’ review and/or approval of a schedule does not indicate approval by Westlands of the schedule, nor does it relieve Contractor of responsibility for any characteristics of the schedule that breach the Contract or that are unreasonable, inaccurate, inadequate, or deficient.

If no separate item is provided in the Bid Form for scheduling, the cost for preparing the baseline schedule and preparing updates and revisions of the baseline schedule shall be included in payments for mobilization. If no bid item for mobilization is included in the Bid Form, conformance with this provision is incidental to and included in the various bid items and no additional payment will be made. Updates and revisions of the schedules are included in the prices paid for other items of work.

Because Westlands places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of the Work as planned, Westlands will deduct 10 percent (10%) of the monthly progress payment, but not more than twenty-five thousand dollars ($25,000), for failure by Contractor to timely obtain the approved Contract Schedule or to any monthly updated Progress Schedule, as required by the Specifications, with each monthly progress payment request. These deductions are cumulative, and will be made for each and every month that Contractor fails to provide the required information. The monthly updated schedule and narrative shall be accurate, reflect actual events on the Project, and meet all requirements of the Specifications.
If Contractor does not correct the deficiency by providing an acceptable schedule within ten (10) Calendar Days of Westlands’ receipt of the monthly progress payment request, the deduction may become permanent via a deductive Change Order. Westlands may withhold payments from Contractor until a satisfactory baseline schedule, update, or revision has been submitted and reviewed.

7.05A. Baseline (Contract) Schedule.

Within 14 Calendar Days after receiving the Notice to Proceed, Contractor shall submit a detailed proposed baseline schedule presenting an orderly and realistic plan for completion of the Work, in conformance with the requirements of the Specifications. The proposed baseline schedule shall be in electronic format (CD, DVD, or flash drive, but not PDF), and, if requested by Westlands, two hard copies shall be provided formatted to fit 11 x 17 inch sheets.

The proposed baseline schedule shall be a time scaled CPM type schedule showing the mathematical analysis of the CPM network diagram and prepared in the version of software subject to Westlands acceptance and comply with the requirements of Specification Section 01322.

Westlands will review the proposed baseline schedule for conformance with the requirements of the Contract and, within twenty-one (21) Calendar Days after receipt, will approve the proposed baseline schedule or will return it with comments. If the proposed baseline schedule is not approved, Contractor shall revise the schedule to incorporate comments and resubmit the schedule for approval within seven (7) Calendar Days after receiving it. The approved schedule shall become the Contract Schedule.

The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with Contractor.

Failure of the Contract Schedule to include any element of the work or any inaccuracy in the Contract Schedule will not relieve Contractor from responsibility for accomplishing all the Work in accordance with the Contract.

Approval of the Contract Schedule will not relieve Contractor of the responsibility for accomplishing the Work in accordance with the Contract and the Contract Time.

7.05B. Progress Schedules.

Contractor shall submit to Westlands each month with its payment application an electronic (CD, DVD, or flash drive, but not PDF) and hard copy up-to-date Progress Schedule with a narrative describing the general status of the Work and addressing any problem areas or delays, with impacts on critical path items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered. The Progress Schedule shall be in the same software format and version as that used to create the Contract Schedule and comply with the requirements of Specification Section 01322. In addition, the Progress Schedules shall show Contractor’s estimated percentage complete and remaining duration for each activity not yet complete.
Westlands will review the updated schedule information and meet with Contractor each month, unless Westlands requests more frequent meetings, to determine the status of the Work. If agreement cannot be reached on any issue, Contractor will use Westlands’ determination in the processing of the update.

Progress payments pursuant to the Contract will be based on the Progress Schedules.

7.05C. Schedule Revisions.

If the sequence of construction differs significantly, as determined by Westlands, from the Contract Schedule, Contractor shall submit within fifteen (15) Calendar Days a revised schedule to Westlands for approval. Schedule revisions also may be required under Specification Section 01322.

When a requested or proposed change to the Work will have an impact on the critical path, Contractor shall submit a Time Impact Analysis in accordance with Specification Section 01322 showing this impact. If the requested or proposed change is accepted by Westlands, the Time Impact Analysis shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Sections 7.12, “Delays” and 7.18, “Extension of Time”, of these General Conditions. No additional cost beyond that provided in Article 9, “Changes and Claims”, of these General Conditions will be allowed for the incorporation of approved changes into the Contract Schedule.

Should Contractor, after approval of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to Westlands, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to Westlands, they will be incorporated into the Contract Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) Calendar Days prior to the date of submission of updated information. Westlands will have seven (7) Calendar Days to review the revisions.

7.05D. Short Interval Schedules.

Contractor shall prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding three (3) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted to Westlands prior to each progress construction meeting. Contractor shall participate in short interval scheduling coordination during the progress construction meetings.

7.05E. Float.

All float in any activity, milestone completion date, and/or Contract Completion Date is owned by the Project and, as such, is a resource available to both Westlands and Contractor. Neither Westlands nor Contractor owns the float time.

Unless otherwise provided herein, float is synonymous with total float and total float is the period of time measured by the number of Working or Calendar Days (as specified in the Contract) any non-
critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the completion date of the Work. Thus, delay of a non-critical path activity beyond its float period will cause delay to the Project itself.

Acceptance of any schedule based on less time than the maximum time allowed for accomplishment of milestones or Project completion within Contract Time, does not serve to contractually change any Contract duration, nor does it serve as a waiver of either Contractor’s or Westlands’ right to utilize the full amount of time specified in the Contract. As such, liability for delay of Project completion dates rests with the party actually causing delay to Project completion dates.

7.05F. Westlands Right to Revise the Schedule.

In the event of a delay to critical path work which is not the fault of Contractor, Westlands may elect to re-sequence work or otherwise modify the Contract Schedule in an attempt to minimize the effect of the delay. It shall be the responsibility of Contractor to cooperate in this effort. It is not Westlands’ responsibility to ensure Contractor the ability to use “optimal” crew size throughout the Project and no adjustment of the Contract Sum will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. However, overtime work or weekend work required by Westlands to meet schedule objectives other than those of Contractor will be reimbursed per the provisions of Article 9, “Changes and Claims”, of these General Conditions, provided that Contractor has not contributed to the delay which Westlands is seeking to overcome. If Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify Westlands within forty eight (48) hours of receipt of the adjustment. Failure to provide timely notice constitutes a waiver by Contractor of any claim for compensation arising out of the schedule adjustment.

7.05G. Responsibility for Completion.

Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays (in accordance with Section 7.08) as may be necessary to insure the progression and completion of the Work in accordance with the Contract Time. If work on the critical path is behind the currently updated Progress Schedule and it becomes apparent that the Work will not be completed within the Contract Time, Contractor will implement whatever steps it deems necessary to make up all lost time at no additional cost to Westlands. If Contractor’s solution is not successful, it will make further attempts using the following sequence of events:

1. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

2. If the above cannot be achieved then;
   a. Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of Westlands, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of Westlands the backlog of work.
b. In addition, Westlands may require Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If Westlands finds the proposed recovery schedule unacceptable, it may require Contractor to submit a new plan. If the actions taken by Contractor or the second plan proposed are unsatisfactory, Westlands may require Contractor to take any of the actions set forth in the previous paragraph without additional cost to Westlands to make up the lag in scheduled progress.

Failure of Contractor to comply with the requirements of this Section 7.05G shall be considered grounds for a determination by Westlands that Contractor is failing to undertake the Work with such diligence as will ensure its completion within the time specified and will subject Contractor to all rights and remedies of Westlands under the Contract Documents.

SECTION 7.06. UNUSUAL SITE CONDITIONS.

Contractor shall promptly upon discovery, and before the following conditions are disturbed, notify Westlands, in writing, of any:

1. Material that Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract.
3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Upon receipt of notice from Contractor, Westlands shall promptly investigate the conditions, and if it is determined that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in Contractor’s cost of, or the time required for, performance of any part of the Work, shall issue a Change Order or Directive under the procedures described in the Contract Documents.

In the event that a dispute arises between Westlands and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor’s cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. Contractor shall retain any and all rights provided either by the Contract Documents or by law which pertain to the resolution of disputes and protests between the contracting parties.

No contract adjustment which results in a benefit to Contractor will be allowed unless Contractor has provided the required written notice set forth in this Section 7.06.
No contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

SECTION 7.07. PURSUANCE OF WORK DURING INCLEMENT WEATHER.

During inclement or unsuitable weather or other unfavorable conditions, Contractor shall pursue only such portions of the Work that will not be damaged by the weather or unfavorable conditions. When the weather or unfavorable conditions creates hazardous travel or working conditions, as determined by Westlands, Contractor may be directed to stop that portion of the Work, in accordance with Section 5.24, “Temporary Suspension or Delay of Work”, of these General Conditions, until the weather clears or the conditions are no longer unfavorable. Contractor must keep roads safe and inspect and maintain stormwater pollution prevention and erosion control devices during inclement weather or unfavorable conditions. Lane and road closures may not be allowed if Westlands determines that the traffic controls will create unnecessary risk to the traveling public, Contractor, and/or Westlands employees.

SECTION 7.08. PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS.

7.08A. Allowable Times and Hours of Work.

Unless otherwise noted in the Contract Documents or approved in writing by Westlands, no work shall be done between the hours of 6 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays.

7.08B. Off-Period Work.

A written request to work between 6 p.m. and 6 a.m. or on Saturdays, Sundays, or Legal Holidays must be submitted at least two (2) Working Days in advance of the intended work. Westlands will evaluate Contractor’s request to determine if there is a benefit to Westlands, a nuisance or a hazard to the public, the Project, or the area surrounding the site, and if Contractor should pay any Westlands overtime costs related to the off-period work. Westlands may place conditions on any approval of off-period work based on this analysis.

7.08C. Emergency Repairs.

An emergency repair is a repair to the Work required as a result of an unforeseen event that poses a danger to the public or jeopardizes the integrity of the Work, whether completed or not. Contractor may be allowed to work at night, on Saturdays, Sundays, or Legal Holidays for an emergency repair. Contractor must notify Westlands within one (1) hour of dispatch of Contractor’s repair crews, and give their names, an emergency contact number, the location of the emergency repair, and a tentative completion date and time. Contractor shall notify Westlands when the emergency repair is completed. If an extension of time is required, Contractor must provide a revised tentative Contract Completion Date. If an adjustment to the Contract Sum is required, Contractor shall notify Westlands of all proposed adjustments necessitated by the emergency and emergency repair.
7.08D. Revocation of Permission For Off-Period Work.

Westlands may revoke permission for off-period work if Contractor endangers the public, an employee, or themselves by violating a safety and health regulation, or fails to maintain an adequate work force and equipment for reasonable prosecution and inspection of such work.

7.08E. Working Shifts.

Two- or three-shift operations may be established as a regular procedure by Contractor upon written permission from Westlands. Such permission may be revoked if Contractor fails to comply with applicable safety and health regulations, fails to provide for adequate inspection of the Work, or fails to provide sufficient means and equipment, including artificial light, to permit the Work to be carried out safely and appropriately and to permit proper inspection.

SECTION 7.09. TEMPORARY FACILITIES AND SERVICES.

Unless specified otherwise in the Contract Documents, Contractor shall be responsible for providing and maintaining necessary material storage facilities, utilities, field offices, temporary roads, fences, security, etc. for prosecuting the Work.

SECTION 7.10. PROTECTION OF WORK, PERSONS AND PROPERTY.

Contractor shall protect the Work, equipment and materials from damage until completion and acceptance of the Work. Neither Westlands nor any of its agents assume any responsibility for collecting funds from any person or persons that damages Contractor’s work.

Contractor shall store materials and equipment in accordance with manufacturer’s recommendations and erect such temporary structures as required to protect them from damage. Contractor shall furnish guards, fences, warning signs, walks, and lights, and shall take all other necessary precautions to prevent damage or injury to persons or property.

SECTION 7.11. PROOF OF COMPLIANCE WITH CONTRACT.

When requested by Westlands, Contractor shall submit properly authenticated proof of Contractor’s compliance with the Contract.

SECTION 7.12. DELAYS.

Contractor shall provide notification to Westlands for any delays, in accordance with Section 7.13, “Notice of Delays”, of these General Conditions.

7.12A. Inexcusable Delays.

Contractor shall not receive any time extensions or additional monetary compensation for inexcusable delays. Inexcusable delays include, but are not limited to, the following:
1. Delays that affect only a portion of the Work but do not prevent or delay the prosecution of controlling items of work nor the completion of the whole Work within the Contract Time.

2. Delays associated with the reasonable interference of other contractors employed by Westlands that do not necessarily prevent or delay the prosecution of controlling items of work or the completion of the whole Work within the Contract Time.

3. Delays associated with loss of time resulting from the necessity of submitting plans for Westlands approval or from Westlands surveys, measurements, inspections, and testing.

4. Delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of Contractor or Subcontractors.

7.12B. Excusable Delays.

Contractor may be granted an extension of Contract Time for excusable delays, which are those that are determined to be beyond the control of Contractor, impact a controlling item of work, could not be prevented by the exercise of care, prudence, foresight, and diligence, and only to the extent there is insufficient remaining float to accommodate the delay. These excusable delays may include Westlands acts, unusually severe weather or conditions resulting therefrom, Acts of God or of the public enemy, fire, epidemics, and labor strikes. Material shortages and delays in utility company relocations may be classified as excusable if Contractor produces satisfactory evidence of acting in a timely manner.

Contractor shall not receive any additional monetary compensation due to excusable delays unless Westlands determines that the excusable delay resulted from an Westlands act, unusual site conditions as set forth in Section 7.06 of these General Conditions, or the discovery of archeological or cultural resources. Contractor shall also not receive any additional monetary compensation due to excusable delays under the following circumstances:

1. Contractor could have reasonably anticipated the delay and avoided the cost impacts of it.

2. When there are two (2) or more concurrent delays and at least one does not qualify for monetary compensation under Section 7.12.

3. The excusable delay does not affect controlling critical path tasks that would delay overall completion of the Work.

SECTION 7.13. NOTICE OF DELAYS.

Contractor shall immediately notify Westlands in writing delivered by personal delivery, U.S. Mail First Class, or email, if Contractor foresees any delay in the prosecution of the Work or if Contractor learns of the occurrence of any excusable delay; but in no case shall the written notice be provided to Westlands later than five (5) Working Days after the occurrence of the event that is the cause of the excusable delay. Contractor shall describe in this notice, the nature and cause of the delay and shall state the probability of the delay occurring (if foreseen ahead of time) so Westlands may take steps to prevent the occurrence or continuance of the delay and may determine whether the delay is inexcusable or excusable, its duration, and its extent. Notification of delays in any other format than
described herein, including, without limitation, in progress meetings and regardless of whether noted in the progress meeting minutes, is insufficient to constitute the required and proper notice.

In the event of a continuing delay, Contractor is required to give only one notice.

Westlands will assume that all delays were inexcusable unless Westlands was notified as indicated above and through its investigation found them excusable. Contractor waives any and all claims for time extensions and/or monetary compensation based on delay if notice is not provided as described above. Contractor acknowledges that Westlands has a strong interest in mitigation of delay impacts and in confirmation of the existence of delay; therefore, Contractor agrees to submit these notices of delay and to waive claims if notice is not submitted as required.

SECTION 7.14. CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY.

If Contractor or Subcontractors destroy stakes and marks causing a delay in the Work, Contractor shall have no claim for damages or time extensions.

SECTION 7.15. TIME OF COMPLETION.

Time is of the essence on this Contract. Contractor shall complete all of the Work called for under the Contract within the Contract Time.

SECTION 7.16. EXTENSION OF TIME NOT A WAIVER.

Time extensions granted for excusable delays or for the execution of extra or additional work shall not operate as a waiver of any of Westlands’ rights under the Contract.

SECTION 7.17. INCLEMENT WEATHER AND CONTRACT TIME.

Contractor will be allowed a time extension if, in the opinion of Westlands, inclement or unsuitable weather or its effects prevents working on the current critical path task at the beginning of the shift for at least five (5) consecutive hours, or for at least (5) hours during the shift. (A current critical path task or controlling operation is any feature of the Work (e.g., an operation or activity including settlement, curing periods, and submittal activities) that if delayed or prolonged will delay the time of completion of the Contract.)

SECTION 7.18. EXTENSION OF TIME.

Subject to the provisions of Section 7.12.B, compliance with the required contractual notice provisions in Section 7.13, and subject to submission of a Time Impact Analysis in accordance with Specification Section 01322 showing the impact on the critical path of the event giving rise to an excusable delay, Contractor will be allowed a time extension to complete the Work equal to the sum of all excusable delays as determined in accordance with Section 7.12 to Section 7.17 of these General Conditions, plus any adjustments in Contract Time due to Change Orders as outlined in
Section 9.11, “Time Extensions for Changes”, of these General Conditions. During such time extension, Contractor will not be charged for extra engineering and inspection or liquidated damages.

If the time extension is compensable, the Contract Sum will be adjusted as set forth in Section 9.09 of these General Conditions.

**SECTION 7.19. SUBSTANTIAL COMPLETION.**

When Contractor considers the entire Work, or a specific portion of the Work, substantially complete, Contractor shall certify in writing to Westlands that the Work is substantially complete and request that Westlands grant substantial completion. Within five (5) Working Days, Westlands and Contractor shall inspect the Work to determine the status of completion. If Westlands does not consider the Work ready for its intended use, Westlands will notify Contractor in writing, giving Westlands’ reasons. If Westlands considers the Work ready for its intended use, Westlands will grant Substantial Completion, and then Westlands will provide a list of items to be completed or corrected (often referred to as a “deficiency list” or “punch list”) before Final Acceptance and Final Payment. Immediately upon being provided a deficiency list, Contractor shall proceed to correct or complete the items on the list.

Substantial Completion does not bar liquidated damages from being assessed and accruing. Liquidated and other damages may continue to accrue until Completion.

**SECTION 7.20. CLEANING UP.**

Throughout the construction period, Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work, to the satisfaction of Westlands.

Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final inspection. The final inspection will not be made until final clean up has been accomplished.

Construction and demolition debris may be properly disposed of by Contractor using self-haul equipment to deliver the debris to an approved disposal site.

See Specification Section 01740.

**SECTION 7.21. FINAL INSPECTION AND FIELD ACCEPTANCE.**

Contractor shall notify Westlands in writing when it believes that it has corrected all items on the deficiency (punch) list and has achieved Completion, and Westlands shall promptly inspect the Work. Contractor or Contractor's representative shall be present at the final inspection. Contractor will be notified in writing of any further defects or deficiencies and Contractor shall proceed within ten (10) Calendar Days to correct such defects or deficiencies. When again notified that Contractor has achieved Completion, Westlands will again inspect the Work to ascertain that the corrections are
in accordance with the Contract and Completion has occurred. Westlands may delay additional inspections if Westlands has reason to believe that Contractor is not making a good faith effort to correct deficiencies. The Architect or Engineer will recommend acceptance of the Work to Westlands if it finds all the corrections acceptable and Completion has occurred; otherwise, the Architect or Engineer shall continue to withhold field acceptance of the work until all deficiencies on the deficiency (punch) list are corrected and Completion achieved.

SECTION 7.22. FINAL ACCEPTANCE AND NOTICE OF COMPLETION.

Upon Completion of the Work, including but not limited to acceptance of O&M manuals, Record Drawings, test reports, the Guarantee Form, and any other close-out documents required by the Contract Documents, the Architect or Engineer will recommend to Westlands that it accept the Contract as complete. Upon acceptance by Westlands, a Notice of Completion will be recorded with the County Recorder within fifteen (15) Calendar Days. Acceptance by Westlands shall cause the commencement of warranty periods. Acceptance shall not relieve Contractor from the responsibility of completing or correcting any work, nor from the responsibility to correct any patent or latent defects in the Work.

SECTION 7.23. WARRANTY WORK.

Should any defects or deficiency in material, equipment or workmanship, such as faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor’s performance, become apparent during any warranty period, Westlands shall notify Contractor in writing of the defect before expiration of the warranty period. If so notified, Contractor has a duty to immediately correct, or immediately and satisfactorily commit to correct, the defect or deficiency to meet the Contract requirements at Contractor’s sole expense. This duty to correct does not expire for any reason, including but not limited to expiration of the warranty period. A new warranty period, equivalent to the original warranty period, will apply to all corrected deficiencies.

Westlands is hereby authorized to make such needed repairs if Contractor fails to undertake, with due diligence, the needed repairs within ten (10) Calendar Days after Contractor is given written notice of such failure and without notice to the surety; and Contractor shall pay the entire costs for Westlands’ work. However, in case of an emergency where, in the opinion of Westlands, delay would cause serious loss or damages or a serious hazard to the public, Westlands may immediately make repairs or take other action without prior notice to Contractor or surety; and Contractor shall pay the entire costs for Westlands’ work.
ARTICLE 8. MEASUREMENT AND PAYMENT

SECTION 8.01. BASIS AND MEASUREMENT OF PAYMENT QUANTITIES.

It is Contractor’s responsibility to measure and/or compute the quantities of work completed, subject to verification by Westlands, under the terms of the Contract. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Contract or the Schedule of Values shall be used.

8.01A. Unit Price Contracts.

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. Westlands does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities. See also Section 9.13, “Contract Change Order”, of these General Conditions.

8.01B. Lump Sum or Job Contracts.

Progress Payments will be based on the Schedule of Values prepared by Contractor and approved by Westlands prior to acceptance of the first progress payment request (see Section 8.05, “Progress Payment Procedures”, below). If requested by Westlands, Contractor shall furnish full copies of subcontracts showing actual costs. The Schedule of Values shall be consistent with the baseline progress schedule prepared by Contractor pursuant to Section 7.05B, “Progress Schedules”, of these General Conditions.

8.01C. Payment for Mobilization.

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of all offices, buildings, and other facilities necessary for the Work; and for all other work and operations which must be performed, or costs incurred, prior to beginning the Work.

Payment for mobilization will be as follows:

1. Mobilization Not a Pay Item

When the Contract does not include a separate pay item for mobilization, full compensation for mobilization will be included in the Contract lump sum price or in the prices paid for the various items of work in a unit price contract, and no additional compensation will be paid.

2. Mobilization a Pay Item

When the Contract or accepted Schedule of Values includes a separate item for mobilization, payment for mobilization will include full compensation for the furnishing of all labor, materials,
tools, equipment, administrative costs, and incidentals for mobilization. Westlands will pay no greater than five percent (5%) of the Contract Sum as a separate pay item for mobilization. In the event Contractor submits a mobilization pay item greater than five percent (5%) of the Contract Sum, Westlands will pay any excess mobilization amount with the final progress payment.

Absent Westlands approval, Westlands will not pay additional mobilization compensation for work under a Change Order.

Payment for mobilization shall be subject to retention per Section 8.07, "Retention", of these General Conditions.

**SECTION 8.02. SCOPE OF PAYMENT.**

**8.02A. General.**

Compensation under the terms of the Contract shall be full payment for the Work, including loss or damage arising from the nature of the Work, action of the elements, or unforeseen difficulties encountered during the prosecution of the Work and until its final acceptance; and all risks connected with the prosecution of the Work.

**8.02B. Unit Price Contract.**

Progress payments will be made based upon the unit price bid and measured quantities for work completed, plus work completed on approved Change Orders. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9.97B, “Payment for Changes – Unit Prices”, in these General Conditions.

**8.02C. Lump Sum or Job Contract.**

Progress payments will be based upon the approved Schedule of Values for work completed, plus work completed on approved Change Orders.

**8.02D. Allowances.**

Allowances may be included in the Bid Form for materials and/or work that may be added during the course of the Contract. The Allowance may be used in whole, in part, or not at all as determined by Westlands. Whenever costs of the Work included in the Allowance item are more or less than the specified Allowance amount, the Contract Sum will be adjusted accordingly by Contract Change Order. Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities for the Allowance.

**8.02E. Payment for Material Not Incorporated in the Work.**

No Progress payments will be made for materials and equipment not incorporated in the Work, unless specifically set forth in the Special Provisions or authorized by Westlands.
SECTION 8.03. WORK TO BE DONE WITHOUT DIRECT PAYMENT.

Compensation for any portion of the Work not specifically identified in the Bid Form or Schedule of Values is understood to be included in the price for other items, unless specified in the Special Provisions as extra work. No additional compensation is allowed for additional shifts or premium pay necessary to ensure that the Work is completed within the time limits specified in the Contract.

SECTION 8.04. PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK.

If Westlands occupies or uses a portion of the Project under Section 4.12, “Use of Completed Portions”, of these General Conditions, before it accepts Completion of the Work, Contractor will only be compensated in accordance with this Article 8. No final payment shall occur for a limited portion of the work.

SECTION 8.05. PROGRESS PAYMENT PROCEDURES.

No progress payment will be made when, in the judgment of Westlands, the Work is not proceeding in accordance with the provisions of the Contract or when the total work done since the last progress payment amounts to less than one thousand dollars ($1,000). Unless otherwise agreed to at the preconstruction meeting or identified in the Special Provisions, Contractor shall submit in writing monthly for Westlands review an estimate of the total amount and value of work done, including that done under approved Change Orders, and the acceptable materials furnished and incorporated in the work completed through the last day of the previous pay period. The Bid Form or Schedule of Values shall be used to prepare a progress payment request for the items, or portions of items, of the Work completed during the monthly progress period.

Any progress payment request must be accompanied by (1) an updated Progress Schedule that complies with the Contract; (2) record drawing update confirmations; (3) a conditional lien release in the form prescribed by law warranting that title to all work, labor, materials and equipment covered by the request is free and clear of all liens, claims, security interests or encumbrances; and (4) unconditional lien releases for all work through the prior progress payment lien releases. If Contractor fails to submit these documents with the progress payment request, then Westlands, in its sole discretion, may withhold part of the progress payment or reject the progress payment request with an explanation in writing of the reason. Contractor may resubmit the progress payment request with the required documents. Westlands has no obligation to process the progress payment request or make a progress payment if Contractor fails to provide these required documents.

If the required documents are submitted with the progress payment request, then Westlands shall review any progress payment request submitted by Contractor to determine its accuracy and validity. Any payment request determined not to be a proper payment request suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven days, after receipt, along with a document stating the reasons why the payment request is not proper. Once Westlands has an undisputed and properly submitted payment request from Contractor, the progress payment shall be made within 30 days of its submission.

Once Westlands agrees with Contractor as to the amount of Work completed as of the date of the progress payment request, Westlands shall deduct the following from the estimated total value of
that amount of Work: All previous payments, the retention previously withheld pursuant to Section 8.07, “Retention”, of these General Conditions, and other withholdings as permitted by the Contract. Westlands will then approve the balance for payment to Contractor, with retention being withheld from that approved payment as described in Section 8.07 of these General Conditions.

The payment of a progress payment or the acceptance thereof by Contractor does not constitute acceptance by Westlands of any portion of the Work, and does not reduce Contractor’s liability to replace unsatisfactory work, material, or equipment for any or the Work, whether or not completed. Approval by Westlands of a progress payment request that contains an inadvertence or error by Contractor will not release Contractor or Contractor’s surety from damages arising from the work covered by the approved payment request or from enforcement of every provision of the Contract. Westlands also has the right to correct any error made in any Progress Payment and may withhold as much payment as necessary to correct the error in later progress payments.

SECTION 8.06. INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS.

No inspection, order, measurement, approval, modification, payment, acceptance of work or material (including, but not limited to, acceptance of the entire Work), time extension, or possession of the Work or any part thereof shall be a waiver of any of the terms and conditions of the Contract, the powers reserved by Westlands, or any right of Westlands to damages or to reject the Work in whole or part. No breach of this Contract shall be construed a waiver of any other or subsequent breach. All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.

SECTION 8.07. RETENTION.

8.07A. Retention to Ensure Performance.

Westlands will retain five percent (5%) of each approved progress payment to ensure performance under the Contract. The parties acknowledge that some of the purposes of retention under this Contract are to encourage Contractor to reach Completion quickly, to ensure that Contractor completes the Work in its entirety, and to provide funds from which Westlands may withhold for disputes, costs and claims under Section 8.08, “Withholdings/Denial of Progress Payment Request”, of these General Conditions.

Retention will be held by Westlands until at least thirty-five (35) Calendar Days, but no more than sixty (60) Calendar Days after recording of the Notice of Completion. However, Westlands may continue to withhold some or all of the retention beyond 60 days to the extent that any disputed amounts or Stop Payment Notices or liquidated damages exist, in which case Westlands may withhold 150% of the disputed amount and 125% or more of outstanding Stop Payment Notices and full amount of liquidated damages.
8.07B. Non-Compliance.

In addition to the five percent (5%) payment retention discussed above, Westlands may also retain portions or all of a progress or final payment for Contractor’s noncompliance with the Contract in an amount deemed appropriate by Westlands.

8.07C. Substitution of Securities.

At the request and expense of Contractor, in accordance with Public Contract Code Section 22300, in lieu of Westlands withholding the five percent (5%) retention defined in Section 8.07 of these General Conditions, Contractor may: (1) substitute a deposit of securities at least equivalent to the retention to be paid, or (2) request that Westlands pay the withheld retention directly to an escrow agent. If Contractor elects either option, Contractor and Westlands shall enter an escrow agreement in the exact form set forth in Public Contract Code Section 22300.

SECTION 8.08. WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST.

Westlands may deny a progress payment request and/or withhold amounts from a progress payment and/or withhold a release of retention for any of the following reasons:

- Stop payment notices filed pursuant to Civil Code Sections 9350 et seq., including but not limited to a reasonable amount to provide for Westlands’ reasonable cost (including but not limited to attorneys’ fees and experts’ fees) of litigation based on the stop notice;
- Fines levied against Contractor or the Work by Westlands or other entities;
- Third party claims against Contractor or Westlands arising from the acts or omissions of Contractor or its subcontractors;
- Defective Work not remedied;
- Previous overpayments to Contractor;
- Failure by Contractor to make payments properly to employees or Subcontractors for labor, materials, or equipment;
- Any portion of the Work retained in accordance with Section 5.22, “Right to Retain Imperfect Work”, of these General Conditions;
- The Work may not be completed for the unpaid balance of the Contract sum;
- The Work may not be completed within the Contract Time and Westlands will incur actual and/or liquidated damages;
- Review of excessive resubmittals, and excessive inspections or tests;
- Replacement of survey stakes and excessive survey work;
- Failure by Contractor to maintain and update Record Drawings;
- Damage to Westlands or another contractor;
- Failure by Contractor to perform the Work in accordance with the Contract;
- Failure by Contractor to submit the necessary documents with a progress payment request;
• Cost of insurance purchased by Westlands due to cancellation or reduction of coverage of Contractor’s insurance;

• Failure by Contractor to make proper submissions under the Contract;

• Any violation or non-compliance with Contractor’s legal responsibilities (see Article 6, “Legal Relations and Responsibilities” of these General Conditions), including, without limitation, withholds for wages adjustments in accordance with the California Labor Code or the Davis-Bacon Act and any fines incurred by Westlands as a result of Contractor’s actions; and/or

• Any amounts otherwise necessary to protect Westlands’ interests and/or compensate Westlands for past, present and future damages.

In addition to withholding a reasonable amount based on the above grounds, Westlands may withhold an additional 50% of that reasonable amount from a progress payment or release of retention; except that it may withhold an additional 25% or more of the Stop Payment Notice amount to provide for its reasonable cost (including but not limited to attorneys’ fees and experts’ fees) of any litigation based on a Stop Payment Notice.

If, on Completion or termination of the Contract or termination of Contractor’s control over the Work, sums withheld from Contractor are insufficient to cover Westlands’ charges against Contractor, Westlands has the right to recover the balance from Contractor or Contractor’s surety.

SECTION 8.09. DEDUCTIONS FOR IMPERFECT WORK.

For any portion of the Work, materials or equipment retained in accordance with Section 5.22 of these General Conditions, Westlands will deduct from a Progress Payment a reasonable amount to represent the decreased or lost value to Westlands.

SECTION 8.10. LIQUIDATED DAMAGES FOR DELAY.

If the Work is not completed by Contractor in the time specified in the Contract Documents, or within any period of extension authorized pursuant to this these General Conditions, Contractor acknowledges and admits that Westlands will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between Contractor and Westlands that Contractor shall pay to Westlands as fixed and liquidated damages, and not as a penalty, the sum specified in the Contract Documents for each Calendar Day of delay until the date of Completion, and that both Contractor and Contractor’s surety shall be liable for the total amount thereof, and that Westlands may deduct Liquidated Damages from any monies due or that may become due to Contractor. If it appears during the course of construction that Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated damages begin to accrue prior to the time for final payment, Westlands may, at its discretion, withhold the amount accrued from any progress payment that would otherwise be due. This right to withhold funds is in addition to Westlands’ other rights under the Contract Documents.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found to be excusable or time extensions granted by Westlands.
Pursuant to Government Code Section 4215, Contractor shall not pay fixed and liquidated damages for delay in completing the Project caused by the failure of Westlands or the utility district(s) facilities located on the Project site to provide for removal or relocation of such facilities.

Payment by Westlands of any progress payments after liquidated damages have accrued shall not constitute a waiver by Westlands of its right to claim liquidated damages.

If the Contract, Contractor’s control over the Work or Contractor’s right to proceed is terminated for cause, then Contractor shall be liable to Westlands for liquidated damages for all periods of time from the scheduled Contract Completion Date at the time of such termination, as that date may be adjusted by any extensions of time to which Contractor is entitled, until the Date of Completion.

SECTION 8.11. FINAL ESTIMATE AND PAYMENT.

Subsequent to field acceptance as detailed in Section 7.21 of these General Conditions and submission of all required close-out documents referenced in Section 7.22 of these General Conditions, and within thirty (30) Calendar Days after field acceptance Contractor shall provide a proposed final payment request, segregated as to Contract item and Change Order work. Contractor shall submit all previously unsubmitted documents required by the Contract with the request; otherwise Westlands has the right to reject the request and require submission of these documents.

Westlands will review the properly submitted proposed final payment request and, after withholding for all issues as permitted by Sections 8.08, 8.09 and 8.10 of these General Conditions and making other corrections as necessary, shall return its approved final payment request as modified, within fifteen (15) Calendar Days of receipt. All progress payments shall be subject to correction in the final payment. If Contractor fails to file a final payment request within the time allotted, Westlands may create and approve one based on the best information available to it.

Within fifteen (15) Calendar Days after the approved final payment request is submitted to Contractor, Contractor shall submit back to Westlands a written approval of said request or a written statement of exceptions to be considered a “closeout” claim. Contractor’s statement of exceptions shall be in sufficient detail for Westlands to ascertain the basis and amount of the exceptions. Not later than thirty (30) calendar days after the approved final payment request is submitted to Westlands, Contractor shall comply with Section 9.17 of these General Conditions for any exceptions it intends to pursue as a claim, and provided it has complied with all other contract requirements for notice and presentation of claims, or its claim(s) will be deemed waived.

Any claim of Contractor or Subcontractors or suppliers with respect to the performance or breach of the Contract or any alterations thereof (except for payment of the balance of the Contract price as set forth in the final payment request) not specifically set forth in the statement of exceptions, is waived by Contractor. If Contractor fails to file a statement of exceptions within the time allowed, Contractor waives its right to submit a statement of exceptions and the approved final payment request will be deemed to as accepted and approved by Contractor.

Westlands shall process the final payment and a release of retention in accordance with the approved final payment request. The payment of undisputed sums due for the final payment, and excluding any sums withheld for Stop Payment Notices, shall be made within thirty-five (35) days of
Contractor’s acceptance of the approved final payment request or within sixty (60) days after the recording of the Notice of Completion, whichever is later. The release of retention shall be made in accordance with Section 8.07 of these General Conditions. If Contractor submits a timely statement of exceptions, then Westlands shall process these payments as a semifinal action; otherwise the payment shall be considered final.

Westlands shall respond in accordance with the provisions of Section 9.18, “Westlands’ Decision”, of these General Conditions, with its final decision regarding the claims and exceptions set forth by Contractor. Should Westlands’ final decision grant some or all of Contractor’s claims or exceptions, then to the extent necessary a supplemental final payment and/or supplemental final release of retention shall be processed within thirty (30) days.

Any claim or exception set forth by Contractor for which Contractor did not follow the required claim procedures in the Contract Documents shall be disallowed; by failing to follow the required claim procedures prior to Contractor's written statement of claims and exceptions, Contractor will have waived all rights to compensation (whether money or time) related to such claim or exception. If not already expired, the running of time for presenting a Government Code claim (see Government Code sections 900 et seq.) shall be tolled from the time of Contractor’s timely statement of exceptions until Westlands’ final decision on the statement of exceptions.

SECTION 8.12. FINAL PAYMENT TO TERMINATE LIABILITY OF WESTLANDS.

If Contractor fails to timely submit a statement of exceptions, Contractor’s acceptance of the final payment and final release of retention shall release Westlands and Westlands’ officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of all Work performed or any alterations thereof. If Contractor timely submits a statement of exceptions, Contractor’s acceptance of the semifinal payment and semifinal release of retention shall release Westlands and Westlands’ officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of Work performed or any alterations thereof, except unresolved items set forth in the statement of exceptions.

SECTION 8.13. DISPUTED PAYMENTS.

Westlands will decide disputes regarding payments under the Contract according to the procedures set forth in Article 9, “Changes and Claims”, of these General Conditions. The decision of Westlands will be final.
ARTICLE 9. CHANGES AND CLAIMS

SECTION 9.01. AUTHORITY FOR CHANGES.

Westlands reserves the broad right to order or direct corrections, alterations, additions, modifications, deletions or other changes as required for the proper completion of the Work. The order or directive may be issued prior to the final acceptance of the Contract without voiding the Contract, without notice to Contractor’s sureties, and in accordance with the provisions of Section 9.02, “Ordering of Changes”, of these General Conditions.

Contractor shall not perform corrections, alterations, additions, modifications, deletions, or other changes to the Work without a written directive or order from Westlands, in accordance with Section 9.02 of these General Conditions. Payment for changed or extra work will not be made without Westlands’ written authorization.

SECTION 9.02. ORDERING OF CHANGES.

Westlands may order or direct, including, without limitation, through a Field Directive or Construction Change Directive, a change, in writing, during the course of the Work, and Contractor shall immediately comply with the order or directive. Changes to the Work shall in no way affect, vitiate, or make void the Contract or any part thereof, except that which is necessarily affected by such changes and is clearly the evident intention of the parties to the Contract.

Changes to the Work may be initiated as described in Section 4.06, “Field Directives or Other Written Directives”, of these General Conditions. If Westlands and Contractor agree that compensation in the form of an adjustment to the Contract Sum and/or the Contract Time is required, then the adjustment will be formalized in a Change Order, in accordance with Section 9.14, “Contract Change Order”, of these General Conditions. Failure of Westlands and Contractor to agree to terms of a Change Order based on an order or directive shall not relieve Contractor of its obligation to complete all work specified in the order or directive.

SECTION 9.03. CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP).

9.03A. General.

The Construction Incentive Change Proposal (CICP) Program provides a program for Contractor to use its expertise to improve Contract performance to create an overall reduction in the Contract Sum. Proposing to delete work is not a CICP. Deleted work is addressed in Section 4.10, “Deleted Items,” in these General Conditions. The CICP Program shall not apply to Westlands contracts of less than one hundred thousand dollars ($100,000). Contractor and Subcontractors may participate in the CICP Program. Participation of Subcontractors shall be through Contractor, and Contractor and Subcontractors must agree upon the sharing arrangement; written evidence of such agreement must be submitted with the CICP.

Contractor shall proceed with the Work as scheduled until Contractor receives Westlands’ written approval of a CICP. Westlands shall be the sole judge of the acceptability of a CICP and of the net capital cost reduction from the adoption of all or any part of the CICP.
9.03B. Description.

A CICP is a formally written proposal for a Contract Change Order. A CICP must be initiated, developed, and identified as such by Contractor or Subcontractor through Contractor as identified in Section 9.03A. A CICP must result in a net capital cost reduction while causing no increase in the total life cycle cost of the Project and shall comply with the following conditions:

- Required function, reliability, and safety of the Project will be maintained without detracting from the life expectancy or increasing maintenance requirements.
- The proposed change shall not cause undue interruption of the Work, nor shall it extend the Contract Time.
- The proposed change shall comply with all applicable permits, regulations, and code requirements, and any other requirements as set forth in the Contract. The proposed change shall not involve payment of royalties by Westlands to Contractor.

9.03C. Submittal.

Contractor shall submit a brief description of the proposed CICP prior to preparing the detailed submittal as outlined below.

A CICP submittal must contain pertinent information in supporting documents for Westlands evaluation. As a minimum, the following information shall be submitted:

1. Name of individuals associated with the development and preparation of the CICP.
2. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes.
3. A clear identification of all advantages and disadvantages for each proposed change.
4. A detailed procedure and schedule for implementing the proposed change. This detailed procedure and schedule shall include all necessary Contract amendments. Also indicated must be the latest date that the CICP can be approved for implementation.
5. A summary of estimated costs, including the following:
   a. Project construction costs before and after the CICP. This shall be a detailed estimate identifying the following items for each trade involved in the CICP:
      • Quantities of material and equipment.
      • Unit prices of materials and equipment.
      • Labor hours and rates for installation.
      • Subcontractor and prime Contractor mark ups.
      • Operation and maintenance costs before and after the CICP.
      • Cost for implementing the CICP not included elsewhere.
   b. Contractor’s share of the savings based on the sharing provision in Section 9.03E, “Sharing Provisions and Formula,” of these General Conditions.
c. Other data as required by local permits and regulations and code requirements as set forth in the Contract.

6. Time required for execution of the proposed change.

To the extent indicated herein, Contractor may restrict Westlands’ use of any CICP or the supporting data submitted pursuant to the CICP program. Suggested wording for inclusion in CICPs is as follows:

“This data furnished pursuant to the construction incentive clause of the Contract shall not be disclosed or duplicated in whole or in part beyond what is necessary to accomplish the review. This restriction does not limit Westlands’ right to use the information if it is available from any source without limitations. Westlands has the right to duplicate, use and disclose any information if the CICP is accepted.”

Westlands may modify, accept, or reject the CICP. However, if the CICP is modified or not acted upon within the time allotted in the proposal, or if it is withdrawn or rejected, Westlands will not be liable for Contractor's cost of developing the CICP.

9.03D. Acceptance.

Westlands will use the processing procedure specified for Change Orders in Section 9.13, “Contract Change Order,” in these General Conditions, if a CICP is accepted. Westlands’ written approval of the CICP is required. If the CICP is rejected, Contractor shall not appeal the decision.

9.03E. Sharing Provisions and Formula.

Upon acceptance of the CICP, Contractor will receive 50 percent (50%) of the Net Capital Savings based upon the following formula:

\[
\text{Net Capital Savings} = \text{Contract Cost Prior to CICP} - (\text{Revised Contract Cost After CICP} + \text{CICP Development Cost} + \text{CICP Implementation Cost})
\]

Contractor's development cost is limited to that directly associated with the preparation of the CICP package. Development costs will be reimbursed after approval. However, Westlands will reject costs that cannot be satisfactorily substantiated.

The CICP implementation costs include, when appropriate, Westlands’ engineering costs for reviewing and redesigning the changes. However, Westlands costs for processing the CICP are excluded.

SECTION 9.04. PROSECUTION OF CHANGES TO THE CONTRACT.

If directed by Westlands, within fourteen (14) Calendar Days of issuance of a Request for Proposal, Contractor shall provide a Proposed Change Order with a cost and/or time proposal prepared in accordance with the requirements of this Section, and Sections 9.07 and 9.11 of these General Conditions. Contractor’s Proposed Change Order shall indicate the amount to be added or deducted..."
from the Contract Sum, supported by complete details of all Contractor, Subcontractor, vendor or supplier costs per Section 9.05, “Cost and Pricing Data”, of these General Conditions.

If Contractor does not submit a Proposed Change Order within fourteen (14) Calendar Days, and unless Westlands is otherwise notified within fourteen (14) Calendar Days of a potential cost impact, Contractor agrees to perform the work described in the change request with no additional compensation.

If the change causes a change in the monetary compensation or contract time the Engineer will issue a Change Order in accordance with Section 9.13, “Contract Change Order” of these General Conditions. If a Field Directive or other written order is issued on a force account basis, Contractor must immediately begin keeping records in accordance with Section 9.07C, “Force Account”, of these General Conditions. When Westlands and Contractor cannot agree on the credit for work deleted by a written order, Westlands’ estimate will be deducted from the Contract Sum, unless Contractor presents proof prior to the final payment that Westlands’ estimate is in error.

If agreement for a change in the Work is reached regarding payment, but not a time adjustment, Westlands shall have the right to direct Contractor to proceed with the change at the agreed price. The impact of the changed work on the project schedule will be considered by Westlands in accordance with Section 9.11, “Time Extension for Changes”, of these General Conditions.

Failure of the parties to reach agreement regarding the costs and time of the performing the change in the Work and/or any pending protest shall not relieve Contractor from performing the change in the Work promptly and expeditiously. The Engineer, may unilaterally direct Contractor in writing to perform changes in or additions to the scope of the Contract. Contractor shall perform such work and shall be compensated pursuant to the provisions of Section 9.7, “Payment for Changes”, of these General Conditions.

SECTION 9.05. COST AND PRICING DATA.

Cost and pricing data submitted by Contractor shall be true, complete, accurate, and current. Westlands may require a formal certification to verify Contractor-submitted cost and pricing data. Upon request by Westlands, Contractor shall provide the following information to support its submitted costs:

1. Copy of original quotations, purchase order or invoices to verify costs included in original bid.
2. Copy of all quotations, purchase order or actual invoices to support new costs submitted.
3. Copy of all subcontracts.
4. Copy of all employee time records and wage rates paid.
5. Copy of all insurance and bond costs resulting from change.
6. Copy of all quantity takeoff sheets for materials, labor and equipment.
7. Certified payroll records.
8. Certified composite wage rate statements including employees base rate and Contractor’s contributions for fringe benefits, subsistence and travel.

9. A list of equipment with manufacturer’s name and model number and the alphanumeric designation used in the Equipment Rental Rates prepared by the California Department of Transportation.

10. Invoices for all rental equipment.

11. Other information, as required, to document the labor, equipment and materials used.

Additional requirements for cost and pricing data may also be included in the Special Provisions. Westlands shall have access to the records supporting such cost and pricing data in accordance with the Section 9.06, “Access to Records”, of these General Conditions.

**SECTION 9.06. ACCESS TO RECORDS.**

Upon reasonable notice and during normal business hours, Westlands shall have access to Contractor’s and Subcontractors’ records for the purpose of verifying, auditing, and evaluating the accuracy of cost and pricing data submitted by Contractor. “Records” as used in this Section shall include, but not be limited to: original estimates, subcontract agreements, purchase orders, books, documents, accounting records, papers, project correspondence, project files, and scheduling information necessary to determine the direct and indirect costs, job site, area and home office overhead, delay and impact costs. Records shall include the original Bid and all documents related to the Bid and its preparation, the as-planned construction schedule and all related documents. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and photocopies at Westlands’ cost.

**SECTION 9.07. PAYMENT FOR CHANGES.**

The method of payment agreed upon by Contractor and Westlands, or selected by Westlands at its sole discretion in the absence of any other agreement, shall be set forth in the Request for Proposal or in the written order directing the change.

The three methods of payment are as follows:

**9.07A. Lump Sum Price.**

Contractor shall submit a lump sum price proposal. The proposal shall include an estimate of labor, material, equipment, Subcontractor, material supplier costs, and any surcharges and/or markups as allowed in Section 9.08, “Markups for Changed Work” in these General Conditions.

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon Contractor's proposal and the Engineer and Westlands do not elect to have the change in the Work performed on a time and material basis, the Engineer and Westlands shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, Contractor's submission or combination thereof.
9.07B. Unit Prices.

If payment for Contract work is based on unit prices, payment for changed work will be made based on actual quantities of work done at the unit prices contained in the Contract or unit prices otherwise agreed upon by Westlands and Contractor if none are contained in the Contract. Payment for changed work based on Contract or agreed upon unit prices includes the full cost of the item of work including profit and overhead; and no additional payment or adjustment will be allowed. If the final quantity of any item of work required under the Contract varies from the Engineer’s Estimate by twenty-five percent (25%) or more, or if part of the Work is eliminated in its entirety, in the absence of an executed Change order specifying the compensation to be paid, the compensation will be determined as follows:

1. Increases of More Than 25 Percent

   Should the total pay quantity of any item of work required under the Contract Documents exceed the Bid Schedule quantity by more than twenty-five percent (25%), the work in excess of 125 percent of the Bid Schedule quantity will be paid for by adjusting the Contract unit price, as hereinafter provided. At Westlands’ option, payment for the work involved in such excess will be made on the basis of force account as provided by Section 9.07C – Force Account, of these General Conditions.

   Such adjustment of the Contract unit price will be the difference between the Contract unit prices and the actual unit costs, 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 will be deemed to have been recovered by Contractor by the payments made for 125 percent of the Bid Schedule 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 Westlands in the same manner as if the work were to be paid for on a force account basis as provided in Section 9.07C – Force Account, of these General Conditions or such adjustment will be as agreed to by Contractor and Westlands.

   When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the Bid Schedule quantity is less than $5,000 at the applicable Contract unit price, Westlands reserves the right to make no adjustment in said price if it so elects, except that an adjustment will be further considered if requested in writing by Contractor.

2. Decreases of More Than 25 Percent

   Should the total pay quantity of any item of work required under the Contract be less than seventy-five percent (75%) of the Bid Schedule quantity, an adjustment in compensation pursuant to this Section will not be made unless Contractor so requests in writing. If Contractor so requests, the revised quantity will be paid for by adjusting the Contract unit price as hereinafter provided. At Westlands’ option, payment for the quantity of the work of such item performed will be made on the basis of force account as provided in Section Section 9.07C – Force Account, of these General Conditions.
However, in no case shall the payment for such work be less than that which would be made at the Contract unit price.

Such adjustment of the Contract unit price will be the difference between the Contract unit price and the actual unit cost of the total pay quantity of the item, including fixed costs. Such actual unit cost will be determined by Westlands in the same manner as if the work were to be paid for on a force account basis as provided in Section 9.07C – Force Account, of these General Conditions; or such adjustment will be as agreed to by Contractor and Westlands.

The payment for the total pay quantity of such item of work will in no case exceed the payment which would have been made for the performance of seventy-five percent (75%) of the Bid Schedule of the quantity for such item at the original Contract unit price.

3. Eliminated Items

In the event that a part of the Work is to be eliminated in its entirety and such Work is covered by unit price(s) contained in the Bid and/or Contract Documents, the price of the eliminated Work item shall be based on the applicable unit price(s). Contractor shall be paid five percent (5%) of the total extended amount (bid price times quantity) for the eliminated Work item in consideration of the applicable Contractor's overhead costs.

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 Contractor for actual costs incurred in connection with such eliminated Contract item if incurred prior to the date of notification in writing by Westlands of such elimination.

If acceptable material is ordered by Contractor for the eliminated item prior to the date of notification of such elimination by Westlands, and if orders for such material cannot be canceled, it will be paid for at the actual cost. In such case, the material paid for shall become the property of Westlands and the actual cost of any further handling will be paid for. If the material is returnable to the vendor and if Westlands so directs, the material shall be returned and Contractor will be paid for the actual costs of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for by Westlands.

9.07C. Force Account.

In the absence of either an agreed lump sum price or unit prices for the change, Westlands may direct Contractor to proceed with the changed work on a force account basis. Contractor shall keep and present, in a form acceptable to Westlands, a complete and correct accounting of all costs associated with the change, including all pay records, vouchers, invoices, etc. Contractor will be paid for labor, materials, and equipment actually used during the performance of the changed work as specified in this Section of these General Conditions in Sections 9.07C.1, “Labor”, 9.07C.2, “Materials”, and 9.07C.3, “Equipment”; plus the percentages stipulated in Section 9.08, “Markups for Changed Work”.
To facilitate agreement on direct craft labor hours, construction equipment hours, and material quantities, Contractor shall notify Westlands not less than four (4) hours prior to starting force account work. Contractor shall submit Daily Work Reports (DWR’s) for signature not later than 9:00 a.m. the day following performance of any force account work. DWR’s shall list names of all Contractor’s staff, the staff person’s craft or trade, all craft or trade labor hours, and all material and construction equipment used. Contractor shall use the DWRs in preparing billings for force account work.


Contractor will be paid the cost of direct labor (foreperson and below) used in the actual and direct performance of the changed work including working foreman when authorized by Westlands. Except as otherwise provided, Contractor will receive no additional compensation for overtime work without prior written authorization from Westlands. The cost of labor will be the sum of the following:


Charges for labor will be Contractor’s actual payroll costs for labor of any classification, including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.


A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee shall be added to the actual wages.

9.07C.1(c). Subsistence and Travel.

Westlands will pay Contractor for actual subsistence and travel allowance costs associated with the changed work required by labor agreements or acceptable to Westlands. Documentation must be provided to Westlands.


Payment will be for the purchaser’s actual cost of supplier or vendor furnished materials. If Contractor does not furnish satisfactory evidence of the cost of such materials, the cost will be the lowest current wholesale price at which such quantities of materials are available and delivered to the job site. Westlands reserves the right to purchase materials for the changed work; Contractor shall have no claims for costs or profit on such materials.


The prices paid for equipment directly and solely required for performance of the changed work will be those listed in the current edition of the Caltrans publication, “Labor Surcharge and Equipment Rental Rates”. If the equipment is not shown in this publication, Contractor shall be paid such hourly rental rates as are agreed upon by Contractor and Westlands prior to use of the equipment, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and
maintenance. In no case shall the hourly rental rates exceed those of established distributors or equipment rental agencies serving the area.

The rate paid for the use of equipment constitutes full compensation to Contractor for all costs, including fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to Contractor incidental to the use of such equipment for the changed work.

Payment will not be made for the equipment while it is inoperative due to breakdowns or for time in which no changed work was performed. Payment for rentals will include time required to move equipment to the changed work from the nearest available rental source and to return it to the source. However, no moving, loading, or transportation costs will be paid if the equipment is used for any other portion of the Work.

Individual tools and pieces of equipment having replacement value of five hundred dollars ($500) or less shall be considered tools or small equipment and no payment will be made for those pieces of equipment.

**9.07C.4. Subcontracts.**

Subcontract costs shall be the actual cost to Contractor for work performed by a Subcontractor. The provisions of this Section 9.07C, “Force Account”, apply to the computation of subcontract costs. Subcontractors shall compute markups per the Section 9.08, “Markups for Changed Work”, of these General Conditions.

**SECTION 9.08. MARKUPS FOR CHANGED WORK.**

Only the direct costs directly attributable to the performance of the changed work shall be allowed. All other costs shall be included in the allowed markups, including, but not limited to, profit, home office and field overhead, jobsite indirect costs, extended overhead, jobsite office personnel, general field superintendence, general engineering, supervision of labor, bond and insurance premiums, and general field expense, and shall constitute full compensation for all costs not included as actual labor, materials, equipment, or Subcontractor costs. Markups for changed work shall not exceed the following:

<table>
<thead>
<tr>
<th>Item</th>
<th>Markup</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>25%</td>
</tr>
<tr>
<td>Materials</td>
<td>15%</td>
</tr>
<tr>
<td>Equipment Rental</td>
<td>15%</td>
</tr>
<tr>
<td>Bonds and Insurance</td>
<td>2%</td>
</tr>
</tbody>
</table>

Contractor or Subcontractor, whomever actually performs the changed work, may add the markups to the total of allowable costs. When a Subcontractor performs work, Contractor and any higher tiered Subcontractor may add as mark-up to the total of allowable costs an amount not to exceed five percent (5%), subject to the limitations of this Section.
When Westlands is entitled to credit for deleted work, a ten percent (10%) credit for deleted overhead of Contractor or Subcontractor, as applicable, will be added to such credit.

**SECTION 9.09. COMPENSABLE EXCUSABLE DELAYS.**

Payments will be made as follows for compensable excusable delays, as defined in Section 7.12B, “Excusable Delays”, of these General Conditions. Contractor waives any and all monetary compensation for excusable delays other than the items listed below.

**9.09A. Construction Equipment.**

Compensation will be paid for construction equipment idle as a result of a compensable excusable delay to the extent costs are incurred. The prices paid for equipment will be those in the current edition of the Caltrans publication, “Labor Surcharge and Equipment Rental Rates”, with the following modifications:

- The right-of-way delay factor for each classification of equipment will be applied to the rental rate.
- Compensation will be provided for the actual time of the delay, but not more than eight (8) hours per day.

Compensation will be provided for each day or portion of a day, excluding Saturdays, Sundays and holidays, for the duration of the delay, unless the approved current schedule identifies critical path work for these days.

**9.09B. Jobsite Indirect Costs.**

Indirect costs shall be limited to the following:

1. Actual payroll costs for field office staff incurred as a result of the delay, including management, supervision, safety, estimating, engineering, drafting, clerical, secretarial and accounting. A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee may be added to the payroll costs.

2. Actual cost for third-party services provided for the field office, such as management, supervision, safety, estimating, engineering, drafting, clerical, secretarial, and accounting utilized in lieu of employees.

3. Applicable field office expenses for rent and utilities that are substantiated by invoices. Compensation for on-site plant, incidentals, and facilities for non-field office personnel including branch office and home office personnel will not be provided. Compensation for these items and other incidentals is included in the Section 9.09C, “Markup for Compensable Excusable Delays”, of these General Conditions.
9.09C. Markup for Compensable Excusable Delays.

Fifteen percent (15%) shall be added to job-site indirect costs for onsite plant, incidentals, overhead, home and branch office costs, bonds and profit. Contractor shall determine the distribution of the markup among Contractor, Subcontractors, and suppliers.

9.09D. Duplicated Overhead Costs.

If Contractor is compensated for delays in accordance with this Article, and the delay is attributable to direct cost changes to which markups were added, equitable adjustments shall be made to eliminate the duplication of compensation for indirect and overhead costs and profit.

SECTION 9.10. LIMITATIONS ON PAYMENTS FOR CHANGED WORK.

Westlands will not pay Contractor for costs in excess of prevailing market values, unless Contractor can establish, to the satisfaction of Westlands, that Contractor has investigated all possible means of providing the work and that the excess costs could not be avoided. Westlands will be the sole judge of the necessity of incurring costs in excess of market value and whether the excess costs are directly required for performance of changed work. Westlands’ determination will be final.

SECTION 9.11. TIME EXTENSIONS FOR CHANGES.

Contractor is entitled to adjustment in Contract Time only if completion of the entire Work or of any milestone outlined in the Special Provisions is extended due to changes impacting the controlling item of work. Each proposal submitted by Contractor in accordance with Section 9.04, “Prosecution of Changes to the Contract”, of these General Conditions, shall state the amount of extra time Contractor believes the change added to the overall project schedule and shall be supported by a Time Impact Analysis under Specification Section 01322. Failure to request a time extension within the time allowed constitutes a waiver of Contractor’s right to subsequently claim an adjustment in Contract Time.

SECTION 9.12. EFFECT ON SURETIES OF CHANGES TO THE WORK.

No alterations, time extensions, extra or additional work or other changes authorized by these conditions or any part of the Contract shall affect the sureties’ obligations under the Contract.

SECTION 9.13. CONTRACT CHANGE ORDER.

Westlands will issue a Change Order if a change to the Contract Sum or Contract Time is necessary. Contractor shall not be entitled to any adjustments in either Contract Sum or Contract Time for changes performed before receipt of a written directive requiring the changes or Change Order approved by Westlands. Adjustments in Contract Time or Contract Sum for changes performed will not be made until a Change Order is approved by Westlands. A Change Order is generally comprised of one or more Field Directives or other written orders or directives, and contains a summary of each change and changes to the Contract Sum and Contract Time.
SECTION 9.14. ACCEPTANCE OF ORDERS FOR CHANGES.

A Change Order that is substantially in agreement with Contractor’s Proposed Change Order, and/or Contractor’s written agreement of a Change Order, Field Directive or other written directive, will constitute Contractor’s final and binding agreement to the provisions of the Change Order, Field Directive, or other written directive, and a waiver of all claims in connection therewith, whether direct or consequential in nature, including those of any Subcontractors or suppliers. If Contractor disagrees with any Change Order, Field Directive, or other written directive, Contractor may submit a notice of potential claim to Westlands in accordance with Section 9.16, “Notice of Potential Claim”, of these General Conditions. Disagreement with the provisions of a Change Order, Field Directive, or other written order will not relieve Contractor of Contractor’s obligations under the Contract.

SECTION 9.15. DISPUTE REGARDING CONTRACT REQUIREMENTS.

If Contractor and Westlands fail to agree whether or not any work or other matter is within the scope of the Contract, Contractor shall nevertheless immediately perform such work upon receipt of a written Field Directive or other written order. If Contractor disagrees with a decision by Westlands that any work is within the scope of the Contract, then Contractor must follow the claims procedures in the Contract, including but not limited to Sections 7.13, 8.11, 9.16 and 9.17 of these General Conditions.

Contractor shall not stop performing the Work pending resolution of a dispute, unless so ordered in writing by Westlands.

SECTION 9.16. NOTICE OF POTENTIAL CLAIM.

Contractor shall not be entitled to payment of any additional compensation (whether money or time) for any cause, including any disagreement, protest, or change, any act or failure to act by Westlands, or the happening of any event, thing or occurrence, unless Contractor has given Westlands due advance written notice of potential claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which Contractor believes additional monetary compensation and/or time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim.

Contractor shall promptly provide a written Notice of Potential Claim to Westlands upon discovery of concealed or unknown conditions or upon any disagreement, protest, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The Notice shall be submitted no more than five (5) Working Days after the discovery or occurrence of any event that may be the basis for a claim for additional compensation or additional time.

Failure to timely submit the Notice waives any Claim that Contractor may otherwise have had the right to submit based on the underlying occurrence or event.

SECTION 9.17. SUBMISSION OF CLAIMS.

Claims shall be subject to the requirements of Public Contract Code sections 20104 et seq. and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced
statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) Westlands may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

9.17A. Definitions.

“Claim” means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) payment of an amount that is disputed by Westlands.

“Mediation” means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

“Public works contract” or “public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

“Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with Contractor or is a lower tier subcontractor.

9.17B. Claims Procedure.

All Claims under this Contract shall be resolved using the following procedure.

1. The Claim shall be in writing and include the documents necessary to substantiate the Claim as set forth in Section 9.17C. Unless a different time is stated in the Contract Documents, Claims must be filed not later than thirty (30) Calendar Days after the approved final payment request is returned to Contractor by Westlands. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 9.17C below. Failure to include these required certifications
will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

2. If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against Westlands because privity of contract does not exist, then Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the Claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, Contractor shall notify the Subcontractor in writing as to whether Contractor presented the Claim and, if Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

3. Upon receipt of a Claim, Westlands shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, Westlands may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that Westlands may have against the claimant. Where additional information is requested by Westlands, the time in which Westlands must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of Westlands and Contractor.

4. Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 9.17B.3 above, Westlands shall provide Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, Westlands and Contractor may, by mutual agreement, extend the time period for a response. Failure by Westlands to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of Westlands to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

5. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after Westlands issues its written statement. Westlands shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents.

6. If the claimant disputes Westlands’ written response, or Westlands fails to respond within the time prescribed, Contractor may so notify Westlands, in writing, either within 15 days of receipt of Westlands’ response or within 15 days of Westlands’ failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, Westlands shall schedule a meet and confer conference within 30 days for settlement of the dispute.

7. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then Westlands shall provide Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by Westlands to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of Westlands to respond shall not
constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.

8. Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with Westlands and Contractor sharing the associated costs equally. Westlands and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by Westlands and Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties’ dispute.

9. If mediation is unsuccessful, then Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time Contractor submits his or her written Claim pursuant to Section 9-18.02.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

10. Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

11. Claims of $375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

   a. The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

   b. The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
c. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys’ fees of the other party arising out of trial de novo.

d. The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, Westlands shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

9.17C. Documentation of Claims by Contractor.

For each Claim, Contractor shall furnish claim documentation as herein specified.

Contractor shall submit three (3) certified copies of all claim documentation. All claim documentation shall be complete when submitted. The evaluation of Contractor's claim will be based on Westlands' records and the claim documentation submitted by Contractor.

Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. Introduction and background
2. Issues
   a. Index of issues
   b. For each issue:
      • Background
      • Chronology
      • Contractor's position (reason for Westlands’ potential liability)
      • Supporting documentation of merit
      • Supporting documentation of damages
3. CPM schedules, as-planned versus as-built, and delay analysis
4. Productivity and damages exhibits
5. Summary of issues and damages

Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to, General Conditions, Technical and other Specifications, Drawings, correspondence, conference notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules, Time Impact Analyses photographs, technical reports, RFIs, Field Directives, and other related records.
Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but not be limited to, certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

Each submission of Claim documentation shall include the following certification, signed in the same manner as the Contract was signed:

Claim Declaration

I, [name of declarant], declare the following:

[Contractor company name] has contracted with Westlands Water District for the [name of project] project. I am authorized by my employer ([contractor company name]) to prepare the attached claim for compensation (in other words, for money and/or time extensions) to Westlands Water District regarding this project (dated ________, 20__, and requesting $________ and/or ___ additional working days), and I did prepare said attached claim. I am the most knowledgeable person at [contractor company name] regarding this claim.

I am aware of all law that relates to this claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the contract, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or [contractor company name].

The attached claim is prepared and submitted in good faith, does not breach the contract between [contractor company name] and Westlands Water District for this project, does not violate any law, satisfies all provisions of the contract, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that the San Luis & Delta-Mendota Water Authority is responsible under its contract with [contractor company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim I consulted with others (for example, attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed ________, 20__, at __________, California.

____________________
[name of declarant]
If Contractor is unable to support any part of a claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud by Contractor, Contractor shall be liable to Westlands for three (3) times the amount of damages which Westlands sustains, plus the cost of civil action, and may be liable to Westlands for a civil penalty of up to ten thousand dollars ($10,000) for each false claim.

SECTION 9.18. WESTLANDS’ DECISION.

Westlands’ Representative will review the facts of any disputed Claim and may request additional information, evidence, or testimony in accordance with Section 9.17. Westlands’ Representative will render a fair, impartial decision based on the Contract, and the evidence submitted by Westlands and Westlands’ Representative(s).

SECTION 9.19. ALTERNATIVE DISPUTE RESOLUTION.

After all remedies and provisions of the Contract are exhausted, any dispute related to the Work or Contract may be resolved by mediation or arbitration if agreed upon by the parties involved and Westlands and Contractor amend the Contract to agree on a form of alternative dispute resolution.

SECTION 9.20. NO ALTERNATIVE CLAIMS PROCEDURE.

Nothing in the Contract constitutes an agreement for an alternative claim procedure under the provisions of Government Code Section 930.2, nor relieves Contractor of the requirements of Government Code, Part 3, Chapters 1 and 2 and Title 1, Division 3.6, Chapters 1, 2, 3, and 4, or Public Contract Code Section 20104.2(e).

SECTION 9.21. ASSIGNMENT OF CLAIMS.

Contractor shall not assign any portion of the moneys due Contractor without written Westlands approval. No person other than the party signing the Contract has any claim under the Contract, except as provided in the Contract.

END OF SECTION
SECTION 00800

SPECIAL PROVISIONS

1.0 MODIFICATIONS TO THE GENERAL CONDITIONS

1.1 Times Allowed for Completion

The following milestone completions, completion periods, substantial completion and final completion contract times shall be completed within the number of consecutive calendar days from the date established in the Notice to Proceed for the commencement of Contract Time:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Contractual Completion Event</th>
<th>Completion Time (# of calendar days from Notice to Proceed date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Return Canal to Service by February 28, 2019</td>
<td>212*</td>
</tr>
<tr>
<td>B</td>
<td>Substantial Completion</td>
<td>304</td>
</tr>
<tr>
<td>C</td>
<td>Final Completion</td>
<td>324</td>
</tr>
</tbody>
</table>

*212 calendar days assumes a Notice to Proceed given on or before August 1, 2018. A delay in Notice to Proceed would extend the canal deadline an equal number of calendar days.

1.2 Liquidated Damages

The amount of liquidated damages to be paid by Contractor to Westlands are set forth in the table below, per day for each and every calendar day that expires after the time for completion specified in the Contract Documents, except as otherwise provided by extension of time pursuant to Section 00700-7.18, Extension of Time.

**Damages for Delays**

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Contractual Completion Event</th>
<th>Dollars Per Day Liquidated Damages (Amount in Dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Return Canal to Service by February 28, 2019*</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>B</td>
<td>Substantial Completion of all Work</td>
<td>$800.00</td>
</tr>
<tr>
<td>C</td>
<td>Final Completion of all Work</td>
<td>$800.00</td>
</tr>
</tbody>
</table>

*A delay in Notice to Proceed would extend the canal deadline an equal number of calendar days.

1.3 Weather Days

An allowance for weather caused delay has been included in the time allowed for completion. This allowance represents a reasonable assessment of anticipated lost working days based on historical weather patterns. These weather days shall be included in the Contractor’s schedule as specified in Section 01322-3.03, WEATHER CONDITIONS. No additional weather days are allowed, and weather will not be cause for an excusable delay and/or entitle the Contractor to a time extension.
1.4 Contract Administration

The following Project representatives are hereby designated by the Owner:

A. Name of Westlands’ Representative: Charlotte Gallock, PE. Westlands may change the individual(s) acting as Westlands’ Representative(s), or delegate one or more specific functions to one or more specific Westlands’ Representative at any time with notice and without liability to Contractor. Each Westlands’ Representative is the beneficiary of all Contractor obligations to Westlands, including without limitation, all releases and indemnities. All documents requiring the signature/approval of Westlands shall be signed by Westlands’ Representative.

B. Name of Engineer: West Yost Associates. Engineer shall also be the Westlands’ Representative, per Section 00700-9.18. The Engineer is included within and covered by Contractor’s release and indemnity obligations to Westlands.

C. Name of Construction Manager: MKN & Associates. Westlands may assign, upon mutual agreement, all or part of Westlands’ Representative’s duties, rights and responsibilities to the Construction Manager. Construction Manager is the beneficiary of all Contractor obligations to Westlands, including without limitation, all releases and indemnities.

All communications to and from the Contractor shall be routed through the Construction Manager. Wherever the Contract Documents indicate that the Contractor shall contact or notify the Engineer, Architect, Soils Engineer, Structural Engineer, etc., the Contractor shall route such communication through the Construction Manager except when otherwise explicitly approved by the Construction Manager.

2.0 LIABILITY AND INSURANCE

2.1 Additional Insureds

In addition to the insurance requirements in Article 3 of Section 00700 – GENERAL CONDITIONS, the Contractor shall name the Engineer, Construction Manager, and their officers, officials, employees, representatives, agents and volunteers as additional insureds. Contractor’s insurance coverage shall be primary insurance as respects the Engineer, Construction Manager and their respective officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Engineer, Construction Manager or their respective officers, officials, employees, agents or volunteers shall be in excess of Contractor’s insurance and shall not contribute with it.

The endorsements required for Contractor’s and Subcontractors’ insurances must reflect the inclusion of the interests of the Engineer and Construction Manager and their respective officers, officials, employees, representatives, agents and volunteers and naming each as an Additional Insured on a primary and noncontributing basis.

The Workers’ Compensation and Employer’s Liability Insurance must name the Engineer, Construction Manager and their respective officers, officials, employees, agents, and volunteers as Alternate Employer.
The waivers of subrogation by Contractor and Subcontractor also shall extend to the Engineer, Construction Manager and their respective officers, officials, employees, representatives, agents and volunteers.

2.2 Indemnification

The Engineer, Construction Manager, and their respective officers, officials, employees, representatives, agents and volunteers shall be entitled to the protections and defenses as indemnified parties under Article 6 of Section 00700 – GENERAL CONDITIONS.

3.0 SUBSTANTIAL COMPLETION

Substantial completion of the Project as required by Section 00700-7.19, Substantial Completion, requires that the following portions of the Work must be operational and ready for the Owner’s continuous use as intended:

The following items of work must be fully tested and functional for Project Substantial Completion to be attained:

1. All alarms are fully functional, tested and demonstrated.
2. Training has been completed for all electrical, mechanical and instrumentation systems.

All testing required by the Contract and Specification Section 01825, EQUIPMENT AND SYSTEM TESTING, START-UP AND DEMONSTRATION, has been successfully completed.

1. All process equipment shall be installed and operational, or temporary arrangements satisfactory to the Owner have been made.
2. All instrumentation and control systems shall be installed and operational to allow automatic operation.
3. All items related to health and safety of Owner operations and maintenance staff, including warning signs, guardrails, and safety equipment, shall be complete.

Portions of the Work not essential to the system operation, which can be completed without interruption of system operations, may be completed after the Work is substantially complete, and may include the following items:

1. Final Site Clean-Up
2. All Operation and Maintenance Manuals have been submitted and approved.
3. All record drawings have been submitted, updated, reviewed and approved.
4. Completion of the Final Punch List prepared by the Construction Manager in accordance with Section 00700-7.19, Substantial Completion.

END OF SECTION
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SECTION 01110
SUMMARY OF WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES
A. This project generally consists of the following: demolishing a portion of the existing PP7-1 wet well, demolishing existing recirculation piping, constructing an expansion of the wet well, installing a new pump and related electrical equipment, new valves and piping which connects to existing piping, grading modifications to the canal, relocating stockpiled dirt, new fencing, new gravel surfacing, and new canopy shade structure.

1.02 REFERENCED SECTIONS
A. The following Section is referenced in this Section
1. None

1.03 WORK COVERED BY CONTRACT
A. The Work covered under this Contract will be performed at the site of Westlands Water District’s 2018 PP 7-1 Low Flow Efficiency Improvements on Adams Avenue approximately 2.5 miles east of Highway 33. The project location is indicated on the Drawings.
B. The Work to be performed by the Contractor generally includes:
   1. Furnishing all labor, superintendence, materials, power, water, tools, equipment and services required by the Contract Documents or required to complete the Work.
   2. Coordinate work of all trades.
   3. Furnishing and installing miscellaneous items incidental to or necessary for completion of the Work, whether these items are specifically indicated in the Contract Documents or not.
C. The Work consists of construction of the following items:
   1. Demolishing existing recirculation piping.
   2. Widening the existing wet well structure to make room for a new low flow pump.
   3. Furnishing and installing a new low flow pump and related mechanical and electrical equipment including a MCC, PLC, and VFD.
   4. Related site improvements.
D. Westlands-Furnished Equipment:
   1. Westlands will furnish the following products to Contractor for installation:
      a. None
   2. Work under this Contract includes all provisions necessary to fully incorporate Westlands-furnished products, including piping, fasteners, supports, conduit and conductors, coatings and other provisions necessary for a complete and operational installation.

1.04 OTHER CONTRACTS
A. Westlands may be undertaking other projects at the project site simultaneously with the Work to be completed under this project. Coordination with the contractors undertaking related work or un-related work within or adjacent to the project site is the responsibility of the Contractor.

1.05 ACCESS BY GOVERNMENT OFFICIALS
A. Authorized representatives of governmental agencies shall have access to the work area at all times. Provide proper facilities for access and inspection.

1.06 PROTECTION OF PUBLIC AND PRIVATE PROPERTY
A. To the greatest extent possible, remove existing features without damaging the materials and re-use the material to place back in the original condition. When existing features are damaged during removal, install new materials of similar type, appearance and function, at no additional cost to Westlands.

B. Contractor shall be responsible for all damage to streets, roads, driveways, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, that may be caused by transporting equipment, materials, or workers to or from the work or any part or site thereof, whether by Contractor or Contractor's subcontractors or suppliers.

C. Keep fire hydrants and water control valves free from obstruction and available for use at all times.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01112
EXISTING FACILITIES

PART 1 - GENERAL

1.01 RELATIONSHIP WITH EXISTING FACILITIES
   A. Westlands Water District owns and operates raw water facilities located on the project site. The Work under this project will interface with these existing facilities.
   B. Westlands’ personnel will be responsible for operating and maintaining the existing facilities throughout the execution of this Contract.
   C. Take particular care to avoid clutter and debris at the site of the work. This includes work areas and staging areas adjacent to the site.
   D. Limit operations, storage of equipment, and materials and parking of employees to the areas designated on the Drawings.
   E. Except for allowable out-of-service periods as specified, the Contractor shall be responsible for maintaining in operation during construction all sanitary and storm sewers, service laterals, catch basins, manholes, and related facilities. Provide all temporary pumps and piping required to keep facilities in operation throughout the construction period. No existing sanitary or storm sewer shall be taken out of service without the written permission of the Engineer.

1.02 REFERENCED SECTIONS
   A. The following Section is reference in this Section
      1. Section 0700, General Conditions

1.03 EXISTING UTILITIES
   A. Perform the Work in accordance with the requirements of Section 00700-6.19, Existing Utilities.
   B. Protect existing utilities and other improvements which may be impaired during construction operations, regardless of whether or not the Utilities are indicated on the Drawings. Take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
   C. Except where the Drawings indicate utilities have been field located during design or certain Utility locations shall be exposed as part of the Work, the Contractor shall be responsible for exploratory excavations as it deems necessary to determine the exact locations and depths of Utilities which may interfere with its work. Perform all exploratory excavations as soon as practicable after Notice to Proceed and, in any event, sufficient time in advance of fabrication and/or construction to avoid potential delays to the construction progress. When such exploratory excavations
show the utility location as shown on the Drawings to be in error, notify the Engineer.

D. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the Utility.

E. Utilities to be Removed

1. Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing Utility or other improvement which is indicated, remove and, without unnecessary delay, temporarily replace or relocate such Utility or improvement in a manner satisfactory to the Engineer and the owner of the facility.

2. In all cases of temporary removal or relocation, restoration to the former location shall be accomplished in a manner that will restore or replace the Utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

F. Approval of Repairs

1. All repairs to a damaged Utility or improvement are subject to inspection and approval by an authorized representative of the Utility or improvement owner before being concealed by backfill or other work.

1.04 CONNECTIONS

A. Connections to existing facilities, and all associated Work, shall be in accordance with the requirements of Section 00700-6.19, Existing Utilities, and this Section, except that in the case of conflict, Section 00700-6.19, Existing Utilities, shall take precedence.

B. Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Contractor shall receive permission from Owner or the owning utility prior to undertaking connections. Contractor shall protect facilities against deleterious substances and damage.

C. Connections to existing facilities that are in service shall be thoroughly planned in advance, and all required equipment, materials, and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock) if necessary to complete connections in the minimum time. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.

D. Any work which requires a system outage shall be coordinated and a request made, including contingency plans, to the owning utility at least two (2) weeks in advance.

1.05 CONTRACTOR’S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

A. Notify owners of existing utilities prior to the performance of work in the vicinity of their facilities. Provide notification at least two business days in advance of excavation. Provide the date and location of the excavation to be undertaken.
B. Do not begin excavation until receiving a written notification from operators of underground facilities and utility operators that they have:
   1. Marked the locatable underground utilities; or
   2. Provided a description of underground utilities in the area of the proposed excavation that cannot be located; or
   3. Provided notification that no utilities exist within the area of the proposed excavation.

C. Once underground utilities have been marked, maintain marks during the course of the work.

D. Where the Contractor's operations could cause damage or inconvenience to existing telephone, power, oil, gas, water, sewer, or irrigation systems, make arrangements necessary for the protection and sustained operation of these utilities and services. If temporary disruption is necessary to complete the work, make arrangements with the owner of the utility prior to service cutoff and also notify the Engineer.

E. The Contractor is solely and directly responsible to the Owners of utilities, property, fences, and other existing appurtenances for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage that may result from the construction operations under this Contract.

F. Neither the Owner nor its officers or agents shall be responsible to the Contractor or the Contractor’s subcontractors for damages as a result of the Contractor’s failure to protect utilities encountered in the work.

G. Replace, at Contractors expense, any and all existing utilities or structures damaged during construction, unless otherwise provided for in these Contract Documents.

1.06 FIELD RELOCATION

A. During the progress of construction, minor relocations of the work may be necessary. If field conditions are encountered that will prevent construction as shown, notify the Engineer before continuing with the work. The Engineer may make minor field revisions as necessary to resolve the field condition without change in the Contract Price. If the Contractor fails to notify the Engineer when such field conditions are encountered, and proceeds with the work despite the interference, it shall be at the Contractor’s own risk.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION
SECTION 01140

WORK SEQUENCE AND CONSTRAINTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Schedule requirements, construction constraints, and a suggested Work sequence for specific elements of the Project.

1.02 REFERENCED SECTIONS

A. The following Section is reference in this Section

1. Section 01999 – Reference Forms

1.03 GENERAL SEQUENCING REQUIREMENTS

A. The sequencing requirements and construction constraints described are critical elements of the Work and are presented to underscore the importance of proper management, planning, scheduling, coordination, and execution of the Work.

B. Sequencing requirements and construction constraints have been defined in this Section for only certain structures, facilities, and elements of the Work. All work, whether or not addressed in this Section, shall be governed by applicable specified requirements. If additional shutdown constraints are necessary to allow implementation of Contractor’s construction procedures and schedule, the Engineer will establish such constraints.

C. Contractor’s Construction Schedule:

1. Clearly illustrate the proposed sequence of construction.

2. Conform to the sequencing requirements and limitations specified in this Section where specified.

3. Modify or adapt the suggested sequencing as necessary to complete the project provided all environmental and service continuity requirements are met.

1.04 OPERATIONAL CONTINUITY

A. Westlands Water District owns and operates pumping and conveyance facilities. The Work under this project will interface with these existing facilities.

B. The existing pumping plant and distribution system receives and pumps irrigation water. Do not interrupt functions necessary to maintain operation of these facilities except as approved by the Engineer through review of the Contractor’s Facility Outage Plan and as specified herein.
C. Coordinate the Work to minimize interference and interruption of the normal operation of Westland’s existing facilities through proper planning and by making temporary connections.

D. Except for allowable out-of-service periods as specified, maintain operation of District facilities.

1. Provide temporary pumps, piping, power, bulkheads, plugs, and other devices that are required to keep such facilities in operation when these must be temporarily taken out of service in order to conduct the Work.

2. Notify the Engineer in writing 3 days in advance of the time it is necessary to take utilities out of service.

1.05 PERMIT VIOLATIONS – NOT USED

1.06 ACCESS

A. The existing facility where Contractor’s work is to be done will be visited by Westlands throughout the construction period. Access to the site by the Westlands personnel is required for daily operations, maintenance, and administration.

B. Provide necessary access to the Westlands personnel as required to safely and efficiently operate/maintain the facilities. At all times during the Contract duration, the Contractor is to provide the Westlands personnel and representatives safe and immediate access to all process control equipment.

C. Provide for unimpeded access for all delivery vehicles transporting materials, chemicals and equipment to the facility for the Westlands operations. Contractor shall coordinate the work to avoid interference with vehicular access to the existing plant site and normal operation of plant equipment and processes.

1.07 WORK AFFECTING PRIVATE PROPERTY

A. It is essential that the Contractor carefully coordinate the work with private landowners who will be affected by the construction.

1. PG&E owns and maintains the substation adjacent to the site. Maintain access to the substation at all times and coordinate with PG&E and Westlands if Contract work affects access to the substation.

B. Prior to beginning work within easements on private land, meet with the private landowner to discuss the work that will be undertaken on the private land. Be prepared to discuss the following topics:

1. Sequence and schedule of the work.

2. Areas which will be affected by the work.

3. Points of access onto the property.

4. Vehicle travel routes.

5. Storage of materials.
6. Other construction related issues that affect the private landowner.

C. Coordinate the meeting date, time and place with the Engineer and the private landowner.

D. Prior to beginning work that is within public right-of-way, but which will temporarily affect owners of private driveways, mailboxes, and other items of private ownership, notify the property owner of the impending construction and provide a written description of the extent of the work that will affect that property owner, the projected impacts and the schedule for completing the work and removing the temporary impact.

1. Notification may consist of fliers that are hung from door handles and shall identify the Contractor’s contact person and phone number.

E. Prior to beginning work in areas that will block access to private driveways and other points of ingress/egress for the general public, prepare an Outage Plan that describes the measures that will be implemented to provide access to private driveways and other points of ingress/egress and how the work will be undertaken to minimize obstructions and inconvenience to private parties and the general public. Submit the Outage Plan to the Engineer for review; work in these areas shall not be started until the Engineer has approved the Outage Plan.

1.08 FACILITY OUTAGE PLAN

A. Prepare and submit a detailed Facility Outage Plan when removal of an existing facility from service is necessary to complete the Work.

B. Submit the Facility Outage Plan to the Engineer for review and approval at least 2 weeks prior to the scheduled outage. Develop the Facility Outage Plan to satisfy the Work Sequence restrictions and conditions specified in this Section. Do not proceed with any Work involving facility outages until the Outage Plan has been approved by the Engineer.

C. The Facility Outage Plan shall describe, as applicable, a listing of existing facilities that will be taken out of service, the length of time required to complete the operation, and the necessary personnel and equipment which will be provided in order to successfully complete the operation.

D. A System Outage Request (SOR) form shall accompany each outage or bypass plan (See Section 01999). Coordinate the outage schedule with the overall construction schedule.

1.09 REMOVING EXISTING FACILITIES FROM SERVICE

A. Existing systems or individual equipment items shall be isolated, decommissioned, de-energized, or depressurized only by Westlands operations personnel. This work will be done in accordance with the Facility Outage Plan and schedule prepared by the Contractor.

B. Design and provide all necessary bulkheads, cofferdams, and support structures to allow isolation of work areas from tanks, pipes, and/or channels that are in service.
Bulkheads, cofferdams, and support structures shall conform to applicable OSHA requirements.

C. Provide all necessary temporary pumps, piping, power, electrical wiring, controls, and labor during and subsequent to all shutdown activities as required. Maintain adequate access to the plant facilities, utilities, and equipment during construction to allow continued operation and maintenance by Westlands personnel to take place.

D. Prior to any shutdown or flow diversion, all materials, bypass pumps, fittings, supports, equipment and tools shall be on the site and all necessary skilled labor scheduled prior to starting any connection work.

E. If valves or gates need to be opened or closed, or mechanical equipment turned off or turned on, or similar operations performed to allow construction to proceed, this is to be performed by Westlands operations staff working in coordination with Contractor personnel. Valves and gates that may be used to isolate lines and facilities may not completely seal. Contractor shall allow for leakage in planning the Work. Contractor shall clean the work areas as required to perform the work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 WORK COORDINATION

A. Schedule and coordinate the overall Work and construction operations, including the work of subcontractors and the timely provision of products and supplies.

B. Perform Work in an orderly and logical sequence. Individual specification Sections may identify specific requirements that are related to Work sequence. These types of constraints are not repeated in this Section but shall be followed by the Contractor.

3.02 WORK CONSTRAINTS

A. Undertake the Work in compliance with the constraints defined in the following paragraphs:

1. Uninterrupted Irrigation Water Supply Period. Westlands cannot stop pumping water between March 1 and May 31. Any work to be performed during this period must allow the PP 7-1 station to continue to pump water. From June 1 to February 28, the Contractor may shut down the canal and pump station in accordance with Facility Outage Plans.

3.03 SUGGESTED WORK SEQUENCE

A. The following work sequence is one suggested means of constructing the project, and shall be followed in general unless another suitable method of completing the work is developed by the Contractor and approved by Westlands. This suggested work sequence is general in nature and does not include all work activities required by this Contract for completion of the work. The suggested work sequence shall be
coordinated with the requirements of other specification Sections and the Drawings in order to complete the Work in a timely and satisfactory manner.

B. Suggested Work Sequence

1. Isolate the wet well for demolition by cofferdam in the canal
2. Excavate around wet well and install shoring
3. Establish dewatering of excavation
4. Demolish wet well wall
5. Construct expansion of wet well
6. Regrade canal
7. Return canal to service
8. Install piping and valves
9. Tie into existing 54” pipeline
10. Pressure test new piping
11. Install pump and related electrical equipment

END OF SECTION
SECTION 01200
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Methods of measurement and payment for specific items of Work under this Contract. Refer also to General Conditions for administrative aspects of payments by Westlands to the Contractor.

1.02 BID COMPONENTS AND PAYMENT

A. The Bid Form is comprised of the following components:
   1. Lump Sum Work
   2. Unit Price Work

B. See Section 00700-8.01, BASIS AND MEASUREMENT OF PAYMENT QUANTITIES.

1.03 DESCRIPTION OF BID ITEM

A. The Bid Amounts for each Bid Item will be used for comparative bid analysis. The Bid amounts will also form the basis of monthly progress payments. Each Lump Sum bid amount will undergo further breakdown as described later in this section. Unit prices for any unit price bid items will be the basis for monthly progress payment determinations and for any changes related to that Work item. Bid Item 2, Workers Protection and Safety/Shoring, will also demonstrate the Contractor's compliance with the California Labor Code relating to the price for sheeting, shoring, and bracing of excavations. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified

B. Bid Item 1: Mobilization and Demobilization

   1. Bid Item 1 includes payment for all work, equipment, and materials, not included in other bid items, necessary to complete project.

   2. Payment will be "Lump Sum" and shall be full compensation for, but not limited to, the following:

      a. Obtaining all bonds.
      b. Obtaining required permits, licenses, agreements and certifications.
      c. Moving onto the site of equipment, materials and staff including set up of Contractor’s staging area/yard.
      d. Furnishing and erecting needed construction facilities, fencing, and project security.
e. Demobilization.

f. Work as required for the proper performance and completion of the project, including preconstruction photographs, video recording of surface features, progress schedules and reports, contract meetings, and record drawings.

3. Contractor may apply for payment of mobilization on a percent complete basis as the items covered in the Mobilization are being completed.

4. Contractor may apply for payment of demobilization after the overall project substantial completion is achieved and the project begins to demobilize.

5. Refer to Section 00700-8.01 for additional requirements related to Mobilization.

C. Bid Item 2: Workers Protection and Safety/Shoring

1. Bid Item 2 includes payment for providing a detailed plan of worker safety and maintaining safety during construction.

2. Includes all work, equipment, and materials necessary to provide sheeting shoring, and bracing in conformance with Federal and California safety codes.

3. No measurement will be made. Payment shall be "Lump Sum" and shall be full compensation for, but not limited to, the following:
   a. All submittals.
   b. Design, procurement, installation and removal of sheeting, shoring, and bracing.
   c. Abandonment of sheeting and shoring where required.
   d. Other excavation supports in place necessary to complete all work under the Contract in conformance with Federal and California Safety and Health Standards, Sections 6700-6708 of the Labor Code and these Specifications.

D. Bid Item 3: Relocate Stockpile

1. Bid Item 3 includes payment for all work related to moving the stockpile of dirt as indicated on the Drawings.

2. Measurement shall be as determined by the dimensions of the existing stockpile. Payment shall be by the “cubic yard” of material relocated and shall be full compensation for, but not limited to, the following:
   a. Survey of existing stockpile
   b. Coordination with Westlands for new stockpile location
   c. Transport of stockpile
   d. Compaction of stockpile (if necessary)
   e. Grading of stockpile
E.  **Bid Item 4: All Other Work Not Included in Bid Items 1 through 3**

1. **Bid Item 4 includes payment for all other work in accordance with the contract documents, with the exception of work included under bid items 1 through 3.**

2. **Payment shall be for “Lump Sum” and shall be full compensation for, but not limited to, the following.**
   - All submittals
   - Locating and protecting existing utilities
   - Surveying
   - Demolition
   - Dewatering
   - Excavation and backfill
   - Mass earthwork
   - Concrete
   - Structural Steel
   - Miscellaneous metalwork
   - Mechanical equipment
   - Electrical equipment
   - Grading and gravel surfacing
   - Fencing
   - Testing and startup

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**1.04 SCHEDULE OF VALUES**

A. **Format:** Identify each line item in the Schedule of Values with number and title of the major Specification sections. Submit typed schedule on 8½ x 11-inch paper; Contractor’s standard form or media-driven printout will be considered on request.

B. **At the pre-construction meeting, submit a preliminary Schedule of Values to Westlands’ Representative for review. The Contractor shall incorporate any review comments from the Westlands’ Representative, and submit a final Schedule of Values at least 21 days prior to submitting the first Application for Payment.**

C. **The Schedule of Values shall assign a fair, reasonable and equitable dollar value for each activity on the Contractor’s construction schedule. The Schedule of Values shall include anticipated progress payments for each item in the bid schedule through the final payment. In addition, a detailed breakdown of lump sum prices shall be included in the Schedule of Values.**

D. **The Schedule of Values shall specifically indicate installed cost for materials and equipment for each bid and sub-bid item.**

E. **Each activity’s assigned value shall consist of labor, equipment and materials cost and a prorata contribution to overhead and profit. Breakdown shall be so organized as to facilitate assessment of work and payment of subcontractors.**
F. The sum of the assigned values shall equal the lump sum price of the activity.

G. If, in the opinion of Westlands’ Representative, the Schedule of Values is not balanced, Contractor shall provide documentation substantiating the cost allocations of those activities believed to be unbalanced. Cost allocation will be considered unbalanced if an activity on the construction schedule has been assigned a disproportionate allocation of labor, direct, or overhead and profit costs which result in progress payment request(s) which would create a condition where insufficient funds are available to complete the unfinished work. Upon request by Westlands, support values shall be given with data that will substantiate their accuracy. Upon Westlands request, the Contractor shall submit additional detailed cost information.

H. Upon acceptance of the Schedule of Values, it shall be used as a basis for processing all progress payment requests.

1.05 PROGRESS PAYMENT REQUESTS

A. Submit Progress Payment Requests during the course of the project in conformance with Section 0700-8.05, PROGRESS PAYMENT PROCEDURES.

B. Submittal of progress record drawings of the project will be required at 25%, 50%, 75%, and substantial completion of the project. These submittals shall accompany the progress payment request and will be a condition of processing payment requests.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01322
PROJECT SCHEDULES AND REPORTS

PART 1 - GENERAL

1.01 SECTION INCLUDES
A. Procedures for preparing and revising the construction schedule used for planning and managing construction activities.

1.02 REFERENCED SECTIONS
A. The following Sections are referenced in this Section
   1. Section 00700 – General Conditions
   2. Section 00800 – Special Provisions

1.03 COORDINATION WITH GENERAL CONDITIONS
A. Prepare and submit a Preliminary Schedule in accordance with the requirements of Section 00700 and any Special Provisions specified in Section 00800.

1.04 USE OF SCHEDULE
A. The schedule and subsequent updates provides a basis for determining the progress status of the project relative to the completion time, specific dates, and for determining the acceptability of the Contractor’s progress payment estimates.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 DESCRIPTION
A. The Contractor shall prepare a time scale network schedule using a critical path method. A general guide for preparing such a schedule is contained in "The Use of CPM in Construction, a Manual for Contractors," published by the Associated General Contractors of America.

B. The schedule shall depict all significant construction activities and all items of work listed in the breakdown of contract prices submitted by the Contractor in accordance with Section 00700.
   1. Indicate assigned values for each part of the work.
   2. Indicate dependencies between activities to established the effect the progress of any one activity has on the schedule.

C. Completion time shall be shown on the schedule. Activities making up the critical path shall be identified.
D. No activity on the schedule shall have a duration longer than 21 days or assigned value greater than $50,000, except activities comprising only fabrication and delivery, which may extend for more than 21 days.

   1. Activities that exceed these limits shall be divided into more detailed components.

   2. The scheduled duration of each activity shall be based on the work being performed during the normal 40-hour workweek with allowances made for legal holidays and normal weather conditions.

3.02 SUBMITTAL PROCEDURES

A. Submit Baseline Schedule in accordance with Section 00700.

B. Submit the following items:

   1. Two copies of the project schedule formatted to fit 11x17 inch sheets.

   2. Electronic file of the schedule.

3.03 WEATHER CONDITIONS

A. Seasonal weather conditions shall be considered in the planning and scheduling of work activity durations influenced by high or low ambient temperatures or precipitation to ensure the completion of the Work within the Contract Time. No time extensions will be granted for the Contractor's failure to take into account such weather conditions for the location of the Work and for the period of time in which the Work is to be accomplished.

3.04 UPDATING THE SCHEDULE

A. Submit an updated schedule with each Application for Payment in accordance with Section 00700.

B. Progress payment requests may not be processed by Engineer if updated schedule has not been submitted or if update is found unacceptable.

C. Prepare update using most recent accepted version of schedule including:

   1. Actual start date of activities that have been started.

   2. Actual finish date of activities that have been completed.

   3. Percentage of completion of activities that have been started but not finished.

   4. Actual dates on which milestones were achieved.

D. Submit narrative report in conjunction with updated schedule describing:

   1. Activities added to or deleted from schedule. Identify added activities in manner distinctly different from original activity designations.

   2. Changes in sequence or estimated duration of activities.
3. Current or anticipated problems and delays affecting progress, impact of these problems and delays and measures taken to mitigate impact.
4. Assumptions made and activities affected by incorporating change order work into the schedule.

3.05 REVISIONS TO SCHEDULE
A. Submit revised schedule within five (5) days when:
   1. Delay in completion of any activity or group of activities indicates an overrun of the contract time or milestone dates by twenty (20) working days or five (5%) percent of the remaining duration, whichever is less.
   2. Delays in submittals, deliveries, or work stoppages are encountered making necessary the replanning or rescheduling of activities.
   3. The schedule does not represent the actual progress of activities.
   4. Any change to the sequence of activities, the completion date for major portions of the work, or when changes occur that affect the critical path.
   5. Contract modification necessitates schedule revision; submit schedule analysis of change order work with cost proposal.
B. Submit printed copies of the revised schedule and electronic file.
C. Make revisions on most recently accepted version of schedule.

3.06 TIME IMPACT ANALYSIS
A. When change orders are initiated, delays are experienced, or the Contractor desires to revise the schedule logic, submit a written Time Impact Analysis to the Construction Manager illustrating the influence of each change, delay, or Contractor request on the current contract schedule completion date.
B. Activity time delays will not automatically mean that an extension of Contract Time is warranted or due the Contractor.
C. It is possible that an excusable delay or contract modification will not affect existing critical activities or cause noncritical activities to become critical, i.e., a delay or modification may result in only absorbing a part of the available total float that may exist within an activity chain of the network, thereby not causing any effect on the Contract completion date or time.
D. The Contractor acknowledges and agrees that mitigation for delays due to changes, differing site conditions, suspension of the Work and other causes will require revision of preferential sequences of the Work. Accordingly, to mitigate delays, the activities shall be re-sequenced prior to the Contractor proposing an updated schedule which supports a delay to the Project as a whole. When a delay to the Project as a whole can be avoided by revising preferential sequencing, and the Contractor chooses not to implement the revisions, the Contractor will be entitled to a time extension but is not entitled to compensation for extended overhead for this extended duration.
E. Actual delays in activities which do not affect the critical path work or which do not move the Contractor’s planned completion date beyond a milestone or the Contract completion date will not be the basis for an adjustment to the Contract Time.

F. Extensions of time can be granted for a delayed or impacted activity only for the duration of the time adjustment which exceeds the total float for the schedule path wherein the activity is located. The adjustment is only applicable during the time the delay occurred or when the change is ordered.

G. CPM Schedule - Analysis
   1. Each Time Impact Analysis shall include a fragmentary network analysis demonstrating how the Contractor proposes to incorporate the change order, delay, or Contractor request into the CPM Schedule.
   2. The analysis shall demonstrate the time impact based on the date of occurrence of the change, delay or revision; the status of construction at that point in time; and the event time computation of all affected activities.
   3. The event times used in the analysis shall be those included in the latest updated copy of the CPM Schedule or as adjusted by mutual agreement between the Construction Manager and Contractor.

H. Time Impact Submittal and Review
   1. Submit Time Impact Analysis within fifteen (15) days after a delay occurs or with the Contractor's cost proposal in response to a notice of change from the Construction Manager.
      a. In cases where the Contractor does not submit a Time Impact Analysis for a specific change order, delay, or other Contractor requested time extension within the specified period of time, then it is mutually agreed that the particular change order, delay, or Contractor request has no time impact on the Contract completion date and no time extension is required.
   2. Approval or rejection of Time Impact Analyses by Westlands’ Representative will be made within fifteen (15) calendar days after receipt of the Time Impact Analysis unless subsequent meetings and negotiations are necessary.
   3. Upon approval, a copy of the Time Impact Analysis signed by Westlands’ Representative will be returned to the Contractor.
   4. Upon mutual agreement by both parties, schedule revisions illustrating the influence of change orders, delays, and/or Contractor requests will be incorporated into the next schedule update.

3.07 THREE-WEEK “LOOK AHEAD” SCHEDULE

A. In addition to the overall Construction Schedule, provide a “Look Ahead” schedule in bar chart format. Show work activities undertaken in the preceding week and the work activities that will be undertaken during the upcoming three weeks.
B. Prepare the Look Ahead schedule weekly and submit to the Engineer at the weekly construction progress meeting.

END OF SECTION
SECTION 01326
PHOTOGRAPHS AND VIDEOS

PART 1 - GENERAL

1.01 SECTION INCLUDES
   A. Photographs and videos required before, during and after construction to provide
      record of site conditions, construction progress, as-built features and significant
      planned/unplanned events.

1.02 PHOTOGRAPHY
   A. Employ a competent photographer to record this important factual information.
      Photos shall be composed to show relevant objects, in focus, and sufficiently
      exposed so the objects are clearly visible.
   B. Digital Camera
      1. 24 mega pixels or greater
   C. Prepare color photographs in digital file format, as directed by the Construction
      Manager. All electronic files are to be furnished in jpeg format and stored on a
      compact disc (CD).
   D. Prior to taking photographs, discuss with the Construction Manager and Westlands
      the expected quality of the photographs.

PART 2 - PRODUCTS

2.01 DELIVERABLE PRODUCTS
   A. Provide electronic files, with 8-1/2" x 11" color printed page with thumbnail views
      and file name identification for each picture.
   B. Compile digital images on CD and provided with a descriptive index of the images.
   C. Printed pages must be indexed chronologically and provided in a three-ring binder.
   D. Label CD’s and protect in an individual plastic case.
   E. Provide videos on DVD or USB flash drive.

PART 3 - EXECUTION

3.01 PRE-CONSTRUCTION PHOTOGRAPHS AND VIDEOS
   A. Photograph and videotape existing conditions throughout the project site before
      starting construction. Recording shall include and show detail of existing location,
      including the current condition of existing utilities and structures near the project
      including buildings, fences, concrete, irrigation systems, driveways, parking lots,
      canals, access roads, plants and landscaping, and any other features within the limits
of work. Photos and videotape shall be performed in the presence of the
Construction Manager to ensure quality and relevant imagery is obtained.

B. Provide video(s) necessary to show preconstruction condition of the site. Walk
camera around the site to show all sides of large equipment and structures.

C. Provide one hundred (100) preconstruction photographs, taken at locations to be
designated by the Construction Manager.

D. Provide additional photos and video recording as deemed necessary by the
Construction Manager at no additional cost to Westlands.

E. The Contractor shall not start any work on site until the photos and video images
are submitted and approved by the Construction Manager.

3.02 DURING CONSTRUCTION PHOTOGRAPHS

A. Provide construction color photographs showing the progress of the Work.

B. Take photos of all Work prior to being buried or covered, including piping, fittings,
transitions, tie-ins and valves.

C. Take photos of any significant planned or unplanned events.

D. Take photos from the same four locations at monthly intervals to record progress
of work from same vantage points. These vantage points will be determined by the
Construction Manager.

E. For pipeline projects, take photos at a maximum of one hundred (100) ft intervals.

F. Take a minimum of forty-eight (48) photographs every month during construction.
Submit no more than two hundred (200) photographs each month.

G. Submit photos with each month’s Application for Payment.

3.03 AERIAL PHOTOGRAPHS (NOT USED)

3.04 POST-CONSTRUCTION PHOTOGRAPHS AND VIDEOS

A. Upon acceptance of the Work, provide one hundred (100) photographs of the Work
where directed by the Construction Manager.

B. Upon acceptance of the Work, provide a video similar to the preconstruction video,
with additional footage showing all around the new equipment, inside new
structures, and other areas necessary to show the entirety of the Work and condition
of the site.

C. Submit photographs and videos as part of Contract Closeout.

END OF SECTION
PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Requirements for the submittal of information that will enable determination of whether the Contractor’s proposed materials, equipment or methods of work are in general conformance to the design concept and in compliance with the Contract Documents.

B. Furnish drawings, specifications, descriptive data, certificates, samples, test results, methods, schedules, manufacturer's installation instructions and other information as indicated.

1.02 REFERENCED SECTIONS

A. The following Sections are referenced in this Section

1. Section 00700 – General Conditions

2. Section 01999 – Reference Forms

3. Section 16010 – Electrical & Instrumentation Submittals and Drawing Requirements

1.03 CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the materials and equipment incorporated into the Work, or the methods of performing the Work shall be as described in the accepted submittals.

B. Verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment that are being submitted for review. Extraneous materials shall be crossed out or otherwise obliterated.

C. Coordinate submittals among subcontractors and suppliers. Ensure that there is no conflict with other submittals and notify the Westlands’ Representative in each case where his submittal may affect the work of another contractor or Westlands, including those submittals complying with unit responsibility requirements specified in applicable technical sections.

D. Coordinate submittals with the Work so that work will not be delayed. Coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals.
E. Do not proceed with work related to a submittal until the submittal process is complete and the submittal has received a response "No Exceptions Taken" or "Make Corrections Noted."

F. Certify on each submittal document that the Contractor has reviewed the submittal, verified field conditions, and complied with the contract documents.

1. Include a copy of the specification section with addendum updates, all referenced and applicable sections, and each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements.
   a. Use check marks (✓) to denote full compliance with a paragraph as a whole.
   b. If deviations from the specifications are indicated and, therefore requested by the Contractor, underline each deviation and denote by a number in the margin to the right of the identified paragraph.
   c. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications.
   d. Include a detailed, written justification for each deviation.

2. Failure to comply with this paragraph is sufficient cause to reject the entire submittal.

1.04 REVIEW COSTS

A. Westlands’ cost for review of submittals for the same proposed materials, equipment or work will be apportioned as follows:

1. The cost of review of the initial submittal and the first revised submittal will be borne by Westlands.

2. The cost to review all additional revised submittals after the first revised submittal will be charged to the Contractor. The cost of review shall include, without limitation, administrative, design and engineering activities directly related to review of submittals.

1.05 SUBMITTAL INDEX

A. Within 30 days of the Notice to proceed, submit a list, by specification section, of all submittals to be submitted.

B. Update and resubmit the submittal index on a monthly basis where additional submittals are identified, or as necessary

1.06 CATEGORIES OF SUBMITTALS

A. General

1. Submittals fall into two general categories;
   a. Submittals for review and comment require action by the Engineer.
b. Submittals that are primarily for information only do not require Engineer’s approval.

B. Submittals for Review and Comment

1. Transmit submittals for review and comment to the Westlands’ Representative. The Engineer will review the submittal for compliance with the Contract requirements and will provide written comments regarding acceptability.

C. Submittals for Information Only

1. Where specified, furnish submittals to the Westlands’ Representative for information only. The Engineer may, at the Engineer’s option, review and comment on any product data.

2. Incomplete or inadequate product data will be returned to the Contractor for resubmittal.

1.07 TRANSMITTAL PROCEDURE

A. General

1. Transmit submittals regarding material and equipment under cover of a Shop Drawing/Transmittal Form. See Section 01999.

2. Use a separate form for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required.

3. Identify submittal documents common to more than one piece of equipment with all the appropriate equipment numbers.

4. Make submittals for various items with a single form when the items taken together constitute a manufacturer’s package or are so functionally related that expediency indicates checking or review of the group or package as a whole.

5. Assign a unique sequential number on the transmittal form accompanying each item submitted.

   a. Use the following format for original submittal numbers: "XXX"; where "XXX" is the sequential number assigned by the Contractor.

   b. Use the following format for resubmittals: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of submittal 25.

B. Electronic Submittals

1. Electronic submittals are preferred except as otherwise indicated.
2. Prepare electronic submittals and Shop Drawings in electronic (*.pdf) format including half-sized and full-sized drawings, catalog information and other required submittal information.

3. Break down submittals that are larger than 10 megabytes into smaller sections, using logical division points to create sections.

4. Electronically bookmark electronic submittals greater than 30 pages in length by major submittal section to facilitate ease of navigation.

C. Paper copy submittals are an acceptable alternative to electronic submittals if the Contractor demonstrates, to the satisfaction of the Westlands’ Representative, that electronic submittals presents a hardship.

D. Deviation from Contract

1. If the Contractor proposes to provide material, equipment, or method of work that deviates from the project manual, so indicate under "Proposed Deviations" on the transmittal form accompanying the submittal copies.

E. Submittal Completeness

1. Submittals that do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

1.08 SUBMITTAL CONTENT

A. Prepare submittals in compliance with individual Specification Sections and as indicated herein.

B. Shop Drawings:

1. Develop project-specific, scaled drawings to fully identify materials and products that will be provided and their relationship to other products that will be furnished and installed.

2. Do not utilize reproductions of the Contract Documents as the basis for the submittal.

3. Identify products, assemblies, equipment and systems.

4. Provide equipment identification numbers or tag numbers, wiring diagrams, and setting diagrams.

5. Identify critical dimensions.

C. Product Data:

1. Provide information necessary to demonstrate conformance with the specified requirements. Include performance curves, specifications, and wiring diagrams.

2. Product data may consist of manufacturer’s standard catalog information and data sheets, marked to indicate the specific products that will be provided.
3. Provide supplemental information as necessary to fully demonstrate how products will be modified from the manufacture’s standard products to meet the specification requirements.

D. Manufacturer’s Instructions: Written or published information that establishes the manufacturer’s recommendations, guidelines and procedures for handling and installation of products, equipment and assemblies.

E. Samples: Mount, display or package samples in a manner that will facilitate review and establish workmanship and quality of materials.

1.09 SUBMITTAL REQUIREMENTS

A. When the Contract Documents require a submittal, submit the specified information as follows:

1. Submittals for Review and Comment:
   a. Electronic Submittal: Submit one electronic (*.pdf) submittal.
   b. Paper Copy Submittal: If paper copy submittals are requested, submit four (4) copies of all submitted information plus one reproducible original for review unless otherwise specified.
   c. See Section 16010 for additional submittal requirements specific to electrical submittals.

2. Submittals for Information Only:
   a. Electronic Submittal: Submit one electronic (*.pdf) submittal.
   b. Paper Copy Submittal: If paper copy submittals are requested, submit four (4) copies of all submittal information for review, unless otherwise specified.

1.10 REVIEW PROCEDURE

A. General

1. The Engineer will review submittals within the processing time identified in paragraph “Processing Time” and return:
   b. Paper Copy Submittal – Two marked up copies of the submitted copies. The reproducible original will be retained by the Engineer.

B. Submittals for Review and Comment

1. The returned submittal will indicate one of the following actions:
   a. "NO EXCEPTIONS TAKEN" – The material, equipment or work method complies with the project manual.
   b. "MAKE CORRECTIONS NOTED" – Limited corrections are required.
      1) Provide a corrected copy where:
a) The information is to be included in the O&M data.
b) If requested by the Engineer.
c) "AMEND AND RESUBMIT" – The submittal is insufficient or contains incorrect data.
d) "REJECTED – SEE REMARKS" – The material, equipment, or work method does not comply with the project manual. Submittals with deviations that have not been identified clearly may be rejected.

2. For submittals marked "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
   a. The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with any noted corrections.

3. For submittals marked "AMEND AND RESUBMIT" or "REJECTED – SEE REMARKS"
   a. Contractor shall provide a typed letter responding to each of the Engineer’s review comments with each resubmittal.
b. Except at its own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is submitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

C. Submittals for Information Only
   1. The returned submittal will indicate “ACCEPTED FOR RECORD” if the submittal is complete and adequate.
   2. Westlands’ Representative may return comments on information submittals to identify concerns with what was submitted, in such case, Contractor shall address concerns in writing and return a revised submittal.

1.11 PROCESSING TIME
   A. Prepare submittals and transmit to Westlands’ Representative for review in sufficient time to allow Engineer’s review; manufacture, fabrication or assembly of materials and systems; and shipping of material to the site in time for installation in accordance with the Contractor’s schedule.
   B. Engineer’s time for review will begin upon receipt of a complete and comprehensive submittal containing all required information.
   C. Engineer will review submitted information and transmit a response to Contractor within 15 days after receipt, subject to the following:
      1. In some instances, review times for specific submittals may be modified by the individual specification Section.
      2. Resubmittals will be subject to the same review time.
D. No adjustment of Contract Time or Contract Price will be allowed due to delays in
the progress of the Work that are caused by rejected submittals and subsequent
resubmittals.

1.12 EFFECT OF REVIEW OF CONTRACTOR’S SUBMITTALS

A. The purpose of submittals is to demonstrate how Contractor intends to conform to
the Contract Documents and design concepts. Engineer is entitled to rely upon the
accuracy and completeness of designs, calculations, or certifications made by
licensed professionals whether or not a stamp or seal is required by the Contract
Documents.

B. The review procedure is based on the Contractor's guarantee that all features and
characteristics not requiring submittals conform to the contract documents.

C. Review of contract drawings, methods of work, or information regarding materials
or equipment the Contractor proposes to provide, does not relieve the Contractor of
its responsibility for
1. Fulfilling the requirements of the Contract,
2. Proper operation of the equipment,
3. Correction of defective work

D. Reviews shall not be regarded as an assumption of risk or liability by the Engineer
or Westlands.

E. A mark of "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED"
means that Westlands has no objection to the Contractor, upon its own
responsibility, using the plan or method of work proposed, or providing the
materials or equipment proposed.

F. The Engineer's review of shop drawings, samples, or test procedures will be only
for conformance with design concepts and for compliance with information given
in Contract Documents. The Engineer's review does not extend to:
1. Accuracy of dimensions, quantities, or performance of equipment and
   systems designed by Contractor.
2. Contractor's means, methods, techniques, sequences, or procedures except
   when specified, indicated on the Drawings, or required by Contract
   Documents.
3. Safety precautions or programs related to safety which shall remain the sole
   responsibility of the Contractor.

G. Review of a separate item does not indicate approval of the assembly in which the
item functions.

1.13 SUBSTITUTIONS OR “OR EQUAL” ITEMS

A. Refer to Section 00700-5.17, SUBSTITUTIONS

B. Named or Sole Source Times
1. Unless the name designated a “sole source” and/or is followed by words indicating that no substitution is permitted, materials, or equipment of other Suppliers may be accepted by Engineer if sufficient information is submitted by Contractor to allow Engineer to determine that the material or equipment proposed is equivalent or equal to that named.

C. Initiating Substitution Request

1. State that the evaluation and acceptance of the proposed substitute will not prejudice Contractor’s achievement of Substantial Completion on time, whether acceptance of the substitute for use in the Work will require:
   a. A change in any of the Contract Documents (or in the provisions of any other direct contract with Westlands for Work on the Project) to adapt the design to the proposed substitute.
   b. Incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.

2. Identify all variations of the proposed substitution from that specified

3. Identify available maintenance, repair, and replacement service

4. Provide an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change

5. Westlands, Westlands’ Representative, or Engineer may require Contractor to furnish at Contractor’s expense additional data about the proposed substitute.

6. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may propose to furnish or utilize a substitute means, method, sequence, technique or procedure of construction. Submit sufficient information to allow Engineer to determine that the proposed substitution is equivalent to that indicated or required by the Contract Documents.

D. Review Procedure

1. The procedure for review of substitutions by Engineer will be similar to that provided in this Section.

2. Requests for substitutions may only be submitted by the Contractor.

3. All requests for substitution shall be submitted within thirty (30) calendar days after the date of Notice to Proceed unless Westlands has agreed in writing to a later submittal date and the Contractor agrees to comply with all conditions of Westlands for the late submittal.

4. Westlands’ agreement to a later submittal date shall not be construed as favorable review or acceptance of the proposed “or equal” substitution.

5. The Engineer will respond to all requests for substitutions within thirty (30) days following receipt of an acceptable substitution submittal, unless the
Engineer notifies the Contractor within fourteen (14) days after receipt of the proposed “or equal” substitution submittal that more time is needed to complete a thorough review.

6. The Engineer and Westlands will be the sole judge of acceptability, and no proposed “or equal” substitution item or service will be ordered, installed or utilized without Engineer’s prior written acceptance that will be evidenced by either a Change Order or an accepted Shop Drawing.

As a condition of acceptance, Westlands may require Contractor to furnish, at Contractor’s expense, a special performance guarantee or other surety with respect to a proposed “or equal” substitution item or service.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01410
REGULATORY REQUIREMENTS AND PERMITS

PART 1 - GENERAL

1.01 APPLICABLE CODES
A. See Technical Specifications for Applicable Codes.

1.02 FEES AND PERMITS
A. Comply with the terms, conditions and requirements attached to all permits, bonds and licenses required by any local, state, or federal agencies to perform work, construct, erect, test and startup of any equipment or facility for this Contract. Give all notices necessary and incidental to the due and lawful prosecution of the Work.

B. Any permits, bonds, licenses and fees therefore required for the performance of the Work under this Contract and not specifically mentioned herein as being obtained and paid for by Westlands shall be included in the Contractor's Bid price. The Contractor shall apply for and obtain all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or falsework) and demolition required by CAL/OSHA.

C. Post all required permits at the site of Work as stipulated by the respective regulatory agency.

PART 2 - SUMMARY OF PERMITS AND APPROVALS

2.01 GENERAL
A. The intent of this Section is to provide Bidders with an abstract of the requirements of permits required for the Work under this Contract and indicate which of these permits have been or are yet to be acquired by Westlands prior to Notice to Proceed. Copies of the applicable permits that are available are provided to the Contractor in the Appendix of the Contract Documents, if any. The completeness and inclusiveness of the list presented herein is not guaranteed. Information provided in this Section does not relieve the Bidders of responsibility to determine and verify the extent of the permits required to complete the Work under this Contract, nor relieve the Contractor of its responsibility to obtain other permits which are necessary for the work and not included in this Section.

B. Actual or probable conditions of the acquired permits and approvals are provided herein in Paragraphs 2.02 through 2.05 to promote the Bidder's awareness of the conditions and requirements of the issuing authority, public and private. In case of conflict between these summaries and the actual permits and approvals, the conditions set forth in the permits and approvals take precedence over the summaries given in this Section.
C. The following permits present the Federal, State, and local permitting agencies, followed by utility and other companies that own and operate adjacent facilities.

2.02 STORM WATER QUALITY CONTROLS

A. See Section 01570

2.03 DEWATERING

A. Construction dewatering in Fresno County is regulated by the California Regional Water Quality Control Board-Central Valley Region (Regional Board). In June of 2008, the Central Valley Region adopted Waste Discharge Requirements Order No. 5-2008-0081 and National Pollutant Discharge Elimination System (NPDES) Permit No. CAG995001 to regulate construction dewatering. Should the Contractor need to control groundwater by dewatering and/or depressurization of water bearing soil and rock formations, the Contractor must comply with this NPDES Permit, or any updated NPDES Permit, and all other laws and regulations having jurisdiction over construction dewatering. The Contractor is responsible for obtaining all permits from agencies with control over dewatering matters including well installation/abandonment, water discharge, use of existing storm drains and natural water sources. Contractor can download a complete copy of Order No. 5-2008-0081 on the internet site: http://www.waterboards.ca.gov/centralvalley/. The Contractor will be held responsible for any fines or penalties from regulatory agencies resulting from its dewatering system.

B. Westlands has discussed this project with the Regional Board and believes the project can be constructed under a waiver of the Waste Discharge Requirements. The waiver requirements are attached to these Contract Documents. The waiver is contingent upon meeting at least the following criteria:

1. The discharge is of limited volume and duration.
2. The impoundment or use area must pose low risk of nuisance and the water must infiltrate/evaporate within 72 hours.

C. Before dewatering is commenced, the Contractor shall obtain acceptance of Westlands’ Representative for the method, installation, monitoring, testing, removal, discharge point(s) and other system details of the Contractor’s proposed dewatering system. To that end, the Contractor is to submit to Westlands’ Representative a complete dewatering plan prepared and signed by a Professional Engineer registered in California.

2.04 SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

A. Comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract Documents, including any air pollution control rules, regulations, ordinances and statutes, specified in California Government Code section 11017.

B. Comply with all applicable regulations of the San Joaquin Valley Air Pollution Control District (Valley Air District). The Contractor assumes full responsibility
for conforming to the District’s restrictions and requirements. The Valley Air District requires several permits prior initiation of construction activities, including:

1. Authority to Construct/Permit to Operate as required.
2. Construction Notification Form.
3. Standby Emergency Engine Permit as required.
4. Dust Control Permit.

C. Contractor shall contact the Valley Air District directly to confirm all required permits applications for construction of the Project. In the event the regulatory agency levies any fine or charge against Westlands as a result of the Contractor’s failure to comply with this regulation, the Contractor shall reimburse Westlands upon demand the full amount of said fine. Westlands shall have the right to deduct funds from monies due the Contractor should the Contractor fail to reimburse Westlands as stated herein.

2.05 LOCAL AGENCY AND BUILDING CODE FEES AND PERMITS

A. If applicable to any portions of the Work, Westlands has applied for and obtained, in its name, the necessary building, plumbing and electrical permits for this Project. The Contractor shall be responsible for satisfying all code requirements, calling for inspections, and obtaining final approvals on behalf of Westlands. Notify Westlands’ Representative of the need and the readiness of all required inspections. All inspections are to be coordinated with Westlands’ Representative. The Contractor shall comply with all construction conditions stipulated in the permits. The Contractor shall be responsible for and Westlands shall not provide reimbursement for any costs required for the reinspection of defective work or additional costs due to the Contractor’s failure to properly schedule the inspections. The Contractor shall comply with the provisions of any and all permits obtained by Westlands and/or contained in the Appendix to these Specifications.

B. Westlands is not responsible for any local agency or utility permits required for temporary facilities during construction such as field office trailers and temporary electrical service for construction operations. Obtaining all such permits and the costs associated with such permits are the responsibility of the Contractor and shall be included in the Contractor’s Bid Price.

C. The Contractor shall be responsible for coordination with the Westlands’ Representative and complying with all the terms, conditions and requirements on the following permits.

END OF SECTION
SECTION 01450
TESTING AND INSPECTIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES
A. Tests and inspections and allocation of responsibilities associated with tests and inspections.
B. Tests and inspections covered in this Section do not include Special Inspections required by the International Building Code. Refer to Section 01455 for requirements pertaining to Special Inspections.
C. The detailed tests and inspections required to be performed by the Contractor are specified in the individual Sections of Divisions 2 through 16.

1.02 REFERENCED SECTIONS
A. The following Section is referenced in this Section
   1. Section 00700 – General Conditions
   2. Section 01455 – Special Tests and Structural Observations

1.03 WESTLANDS’ TESTING AGENCY
A. Westlands will employ and pay for testing conducted to confirm compliance with the requirements of the Contract. Testing may be on-site or off-site.
B. Westlands’ Testing Agency will perform tests, inspections, and sampling of the following work:
   1. Earthwork, including collection and testing of representative material samples and compaction testing.
   2. Concrete placement, reinforcement, ingredients and quality control.
   3. Masonry placement, reinforcement, ingredients and quality control.
   4. Structural steel.
   5. Fire Proofing, density sampling and thickness inspection.
C. Westlands’ employment of the Testing Agency does not relieve the Contractor of his obligations to perform the work in accordance with Contract requirements nor to retain their own testing firm for quality control.

1.04 QUALITY ASSURANCE
A. Failure of Materials and Equipment Tested or Inspected:
1. The Contractor shall be charged for retesting and reinspection resulting from the Contractor’s noncompliance with the Contract as evidenced by tests and inspections by Westlands’ Testing Agency.

2. Westlands will backcharge the Contractor for costs incurred in the event the Contractor’s provides inadequate quality control or material requires excessive repeated testing by Westlands’ Testing Agency.

1.05 CONTRACTOR’S RESPONSIBILITIES

A. Initiate and coordinate tests and inspections required by Contract Documents and public authorities having jurisdiction of the work.

B. Notify Westlands’ Testing Agency through Westlands’ Representative a sufficient time in advance (but no less than 48 hours) of the manufacture of materials to be supplied which, by requirements of the Contract Documents, must be tested at the source of supply so that the Laboratory may arrange for testing.

C. When changes of construction schedule are necessary during construction, coordinate all such changes with Westlands’ Testing Agency as required.

D. When Westlands’ Testing Agency is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the work, all extra charges for testing attributable to the delay may be backcharged to the Contractor and shall not be borne by Westlands.

E. Provide access, facilities, tools, and labor necessary for duties to be performed at the site by Westlands’ Testing Agency and Inspector, including furnishing ladders, hoisting, lighting, water supply and like services.

F. Provide and maintain, for the sole use of Westlands’ Testing Agency, adequate facilities for the safe storage and proper curing of concrete test cylinders on the Project site as required by ASTM C31.

G. Furnish and deliver samples of materials to be tested at no extra cost to Westlands. Test samples will be selected by the Inspector or Westlands’ Testing Agency and not by the Contractor.

H. Reports:

1. Furnish copies of each test and inspection report, signed and certified by the Contractor’s Testing Agency Supervising Engineer to the Contractor and to the Engineer.

2. Within 48 hours, process and distribute the required copies of test reports and related instructions to assure necessary retesting and replacement of materials with the least possible delay in progress of the work.

I. Records:

1. Maintain correct records on an appropriate form for all inspections and tests performed, instructions received from Westlands or testing agency, and actions taken as a result of those instructions.
2. These records shall include evidence that the required inspections or tests have been performed (including type and number of inspections or tests, nature of defects, causes for rejection, etc.), proposed or directed remedial action, and corrective action taken.

3. Document inspections and tests as required by each Section of the Specifications.

J. If laws, ordinances, rules, regulations, or orders of public agency having jurisdiction require work to be inspected, tested or approved by some authority other than Westlands, or Contractor, the Contractor shall give required notices and make arrangements, deliver to Westlands the certificates of inspection, test, or approval of such public agency, and pay costs therefore unless otherwise provided in the Contract Documents.

K. Completed Work: Should Westlands require tests and inspections for work completed before final acceptance of entire work, furnish necessary facilities, labor, and materials to uncover or remove work in question to extent necessary.

1. If such work is found defective due to fault of the Contractor, the Contractor shall defray expense of removal, test, and inspections, and satisfactory reconstruction. Time extension may not be granted.

2. If such work is found to conform to requirements of the Contract, the Contractor shall be reimbursed by Westlands for facilities, labor and materials required for removal, and costs of satisfactory reconstruction in accordance with Contract amounts for extra work. Reasonable time extension shall be granted.

1.06 TEST PROCEDURES

A. Testing:

1. Westlands’ Testing Agency will perform tests according to method(s) of test specified in these Specifications.

2. If no procedure or test method is specified, testing shall conform to material specification references unless otherwise directed by Westlands.

3. Westlands’ Testing Agency will tag, seal, label, record, or otherwise suitably identify the materials for testing. No materials shall be used in the work until the test reports are submitted and approved, excepting only the materials specified to be placed or installed prior to testing.

B. Retesting:

1. Repeat applicable tests at specified intervals, when:

   a. The source of supply is changed.
   
   b. The characteristics of the materials change or vary.
   
   c. Unsatisfactory test results are received.

2. Quantity and nature of additional testing, if required, will be determined by Westlands.
3. Additional tests shall be taken in the presence of the Engineer.

4. Proof of non-compliance will make the Contractor liable for any corrective action which Westlands feels is prudent, including complete removal and replacement of defective materials.

5. Nothing contained herein is intended to imply that the Contractor does not have the right to have tests performed on any material at any time for his own information and job control so long as Westlands does not assume responsibility for costs or for giving them consideration when appraising quality of materials.

1.07 PAYMENT FOR TESTING

A. Westlands will pay for initial testing services requested by Westlands.

B. When initial tests indicate non-compliance with the Contract Documents, subsequent retesting occasioned by the non-compliance shall be performed by the same testing agency, and costs thereof will be deducted by Westlands from the Contract Sum.

C. Reimburse Westlands all or any part, as Westlands may deem just and proper, of the inspection costs incurred by Westlands due to:
   1. Failure of materials to pass initial tests.
   2. Contractor’s failure to complete the work within the Contract time, and any previously authorized extensions thereof.
   3. Claims between separate contractors.
   4. Covering of work before the required inspections or tests are performed.
   5. Additional inspections required for Contractor’s correction of defective work.
   6. Overtime costs for acceleration of work done for Contractor’s convenience.

1.08 CONTRACTOR’S CONVENIENCE TESTING

A. Inspection and testing performed exclusively for the Contractor’s convenience shall be the sole responsibility of the Contractor.

1.09 REQUEST FOR TESTING PROCEDURES

A. Testing will be performed as ordered by Westlands’ Representative. Follow Westlands’ Representative’s procedures for requests for tests and inspections. The procedure will be as follows:
   1. Fill out the Request for Testing form provided by Westlands’ Representative.
   2. The Request for Test shall be made at least forty-eight (48) hours in advance of the needed date for the test.
   3. Describe the test and the date the test is required. The request shall be given to Westlands’ Representative for approval.
4. Westlands’ Representative will request the services from the testing agency.

5. The testing agency will be provided a copy of the testing request which will be completed by the testing firm indicating the services provided.

6. The Contractor shall provide a testing schedule which will be reviewed each week for the following week’s work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01455
SPECIAL TESTS AND STRUCTURAL OBSERVATIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES
A. Requirements for providing special tests and structural observations required by the International Building Code.
B. The Contractor shall cooperate with Westlands and Engineer in performing Special Inspections of the Work.
C. Special Inspections shall be performed by an agent under contract or employment by Westlands.

1.02 SCHEDULE OF INSPECTIONS/OBSERVATIONS
A. The special inspections and structural observations required for this project are shown on the Structural drawings.
B. Special inspections and structural observations will be performed in accordance with Chapter 17 of the Building Code. The most recent version of the Code shall be utilized.
C. Special inspections and tests are listed in Appendix A - Schedule of Special Inspections following this specification. Certain individual specification Sections may contain Special Inspections and tests specific to those sections.
D. Structural Observations are described in Appendix B - Schedule of Structural Observations following this specification.

1.03 DEFINITIONS
A. Approved Agency: An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved by Westlands’ Representative.
B. Approved Fabricator: An established and qualified person, firm, or corporation identified as such by AISC or Westlands’ Representative. Approval is based on written procedural and quality control manuals and periodic auditing of fabrication practices by an Approved Agency.
C. Continuous Special Inspection: The full-time observation of Work by a Special Inspector who is present in the area where the Work is being performed as it is performed.
D. Fabricated Item: Structural, load-bearing, or lateral load-resisting assemblies consisting of materials assembled prior to installation in a building or structure, or subjected to operations such as heat treatment, thermal cutting, cold working, or reforming after manufacture and prior to installation in the building or structure.
Materials produced in accordance with standard specifications referenced in the Contract Documents or the Code, such as rolled structural steel shapes, steel-reinforcing bars, masonry units, and plywood sheets are not Fabricated Items.

E. **Periodic Special Inspection:** The part-time or intermittent observation of Work by a Special Inspector who is present in the area where the Work has been or is being performed and at the completion of the Work.

F. **Special Inspection:** Inspection as herein required of the materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with the Contract Documents and referenced standards. Special Inspection does not include, waive, or otherwise affect the Contractor's responsibility for inspections required by the Contract Documents.

G. **Special Inspector:** An individual employed by an Approved Agency who is regularly engaged in conducting tests and furnishing Special Inspection services. The Special Inspector will be approved by Westlands’ Representative.

H. **Structural Observer:** Registered design professional and agent of the Engineer, who provides Structural Observation services during construction.

I. **Structural Observation:** Visual observation by a Structural Observer of the structural system for general conformance to the Contract Documents at significant construction stages and at completion of the structural system. Structural observation does not include, waive, or otherwise affect the Contractor's responsibility for inspections required by the Contract Documents.

1.04 **SUBMITTALS**

A. Submit the following when fabrication of assemblies that would otherwise require Special Inspection is done on an Approved Fabricator's premises.

1. At completion of fabrication, the Approved Fabricator shall submit to the Engineer and Westlands’ Representative a certificate of compliance stating that the Work was performed in accordance with the Contract Documents.

1.05 **CONTRACTOR RESPONSIBILITIES**

A. In performing the Work, the Contractor shall cooperate with the Special Inspector and the Structural Observer, so that the Special Inspections and Structural Observations may be performed without hindrance.

B. The Contractor shall review the Schedule of Special Inspections in Appendix A, the Schedule of Structural Observations in Appendix B, and individual specification sections and shall be responsible for coordinating and scheduling inspections and observations. The Contractor shall notify the Engineer at least 48 hours in advance of a required Special Inspection or Structural Observation.

C. If any Work that is to receive any Special Inspection or Structural Observation is covered without concurrence in writing from the Engineer, it shall be uncovered at the Contractor's expense unless the Contractor has given the notice required above and the Special Inspector or Structural Observer has not acted with reasonable
promptness to such notice. Removal and replacement of any finished Work damaged by the uncovering process or as required for corrective action shall be at the Contractor’s expense.

D. The Contractor shall furnish incidental labor and facilities for access to the Work to be inspected or observed, and shall facilitate observations and inspections.

E. The Contractor shall keep at the Site the latest set of Contract Drawings, field sketches, change orders, approved submittals, and specifications for use by the Special Inspector and Structural Observer.

F. The Special Inspection and observation program shall in no way relieve the Contractor of this obligation to perform Work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control program.

G. Contractor’s quality control personnel shall first review all Work that is to be subjected to Special Inspection or Structural Observation.

H. Prior to the beginning of construction, the Contractor shall have a pre-construction meeting with the Engineer, Westlands, Special Inspector, and Structural Observer, to review the Special Inspection and Structural Observation requirements.

I. Contractor shall be responsible for the Special Inspection cost of any replacement and re-testing or re-inspection of Work that is determined to be Defective Work.

1.06 INSPECTION OF FABRICATIONS

A. When Work is performed on the premises of an Approved Fabricator, no Special Inspection is required.

1.07 RECORDS AND REPORTS

A. The Special Inspector will prepare detailed daily reports of each Special Inspection. Reports shall be submitted daily to Westlands and Engineer.

B. The Structural Observer will prepare detailed reports of each structural observation. Reports shall be submitted daily to Westlands and Engineer.

C. Any deviations from the Contract Documents found during a Special Inspection or Structural Observation will be immediately reported to the Contractor. If the discrepancies are not corrected promptly, the Special Inspector or Structural Observer will notify the Engineer and Westlands’ Representative. Daily reports will identify all discrepancies and the corrective actions taken.

1.08 FINAL REPORTS OF SPECIAL INSPECTIONS AND STRUCTURAL OBSERVATIONS

A. The Final Report of Special Inspections, completed by the Special Inspector, will be submitted to the Engineer and Westlands’ Representative prior to issuance of a Certificate of Use and Occupancy.

B. The Final Report of Special Inspections will certify that required inspections have been performed and will itemize any deviations that were not corrected or resolved.
C. The Final Structural Observation Report will certify that Site visits have been made and identify any deviations, which, to the best of the Structural Observer's knowledge, have not been corrected or resolved.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)
APPENDIX A

SCHEDULE OF SPECIAL INSPECTIONS

Required inspections and tests are described in the following "Schedule of Special Inspections" and in the individual Specification Sections for the items to be inspected or tested.

1.01 FABRICATORS
   A. Where fabrication of structural load-bearing members and assemblies is performed at a fabricator's shop, no Special Inspection is required if the fabricator is an Approved Fabricator. If the fabricator is not, then Special Inspection will be required.

1.02 STEEL CONSTRUCTION
   A. Welding inspection will be in compliance with AWS D1.1.
   B. The Special Inspector will inspect the steel to verify compliance with the details on the Contract Drawings, such as bracing, stiffening, member locations and proper application of joint details at each connection.
   C. Installation of high strength bolts will be inspected periodically in accordance with American Institute of Steel Construction specifications and California Building Code.
   D. While the Work is in progress, the Special Inspector will determine that the requirements for bolts, nuts, washers, bolted parts, painting, and installation and tightening in such standards are met.
   E. For bolts requiring pretensioning, the Special Inspector will observe the pre-installation testing and calibration procedures when such procedures are required by the installation method or by the Contract Documents; determine that all plies of connected materials have been drawn together and properly snugged; and monitor the installation of bolts to verify that the procedure for tightening is proper. For joints required only to the snug tight condition, the Special Inspector will only verify that the connected materials have been drawn together and properly snugged.
   F. Monitoring of bolt installation for pretensioning will be performed on a periodic basis when the Contractor uses the turn-of-nut method with marking techniques, the direct tension indicator method, or the alternate design fastener (twist-off bolt) method. Joints designed as snug tight will be inspected only on a periodic basis.
   G. Monitoring of bolt installation for pretensioning using the calibrated wrench method or the turn-of-nut method without marking will be performed on a continuous basis.

1.03 COLD-FORMED STEEL FRAMING
   A. Cold-formed steel framing will have the following special inspections:
1. Periodic Special Inspection during welding of elements of the seismic force-resisting system.
2. Periodic Special Inspections for screw attachment, bolting, anchoring and other fastening of components within the seismic force-resisting system, including struts, braces, and hold-downs.

**REQUIRED VERIFICATION AND INSPECTION OF STEEL CONSTRUCTION**

<table>
<thead>
<tr>
<th>Verification and Inspection</th>
<th>Inspection</th>
<th>Referenced Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material verification of high-strength bolts, nuts, and washers:</td>
<td>X</td>
<td>Applicable ASTM material Specifications; AISC ASD, Section A3.4; AISC LRFD, Section A3.3</td>
</tr>
<tr>
<td>• Identification markings conforming to ASTM standards indicated in the Contract Documents.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>• Manufacturer's certificate of compliance required.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Inspection of high-strength bolting:</td>
<td>X</td>
<td>AISC LRFD Section M 2.5</td>
</tr>
<tr>
<td>• Bearing-type constructions</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>• Slip-critical connections</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Material verification of structural steel:</td>
<td>X</td>
<td>ASTM A6 or ASTM A568</td>
</tr>
<tr>
<td>• Identification markings conforming to ASTM standards indicated in the Contract Documents.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>• Manufacturer's certified mill test reports required.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>• Material verification of weld filler materials:</td>
<td>X</td>
<td>AISC, ASD, Section A3.6; AISC LRFD, Section A3.5</td>
</tr>
<tr>
<td>• Identification markings conforming to AWS specification indicated in the Contract Documents.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>• Manufacturer's certificate of compliance required.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Inspection of welding – Structural steel:</td>
<td>X</td>
<td>AWS D1.1; AISC Seismic; AWS D1.3</td>
</tr>
<tr>
<td>• Complete and partial penetration groove welds.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>• Multi-pass fillet welds.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>• Single-pass fillet welds ≥ 5/16-in (7.9 mm).</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>• Single-pass fillet welds &lt; 5/16-in (7.9 mm).</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>• Welded studs when used for structural diaphragms or composite systems.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Inspection of welding – Reinforcing steel:</td>
<td>X</td>
<td>AWS D1.4; ACI 318 - 3.5.2; CBC 1903.5.2</td>
</tr>
<tr>
<td>• Verification of weldability of reinforcing steel other than ASTM A706</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>• Shear reinforcement.</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
### Verification and Inspection

<table>
<thead>
<tr>
<th>Verification and Inspection</th>
<th>Inspection</th>
<th>Referenced Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Continuous</td>
<td>Periodic</td>
</tr>
<tr>
<td>• Other reinforcing steel.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Inspection of steel frame joint details for compliance with the Contract Documents</td>
<td>X</td>
<td>CBC 1704.3.2</td>
</tr>
<tr>
<td>• Details such as bracing and stiffening.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Member locations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Application of joint details at each connection.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Welded sheet steel for cold-formed steel framing members such as studs and joists.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Welding of stairs and railing systems.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Floor and deck welds.</td>
<td>X</td>
<td>Floor and deck welds.</td>
</tr>
</tbody>
</table>

### 1.04 CONCRETE CONSTRUCTION

A. No Special Inspection will be required for minor sitework concrete and non-structural slabs on grade as approved by the Engineer.

#### REQUIRED VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION

<table>
<thead>
<tr>
<th>Verification and Inspection</th>
<th>Inspection</th>
<th>Referenced Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Continuous</td>
<td>Periodic</td>
</tr>
<tr>
<td>Inspection of reinforcing steel, including prestressing tendons, and placement.</td>
<td>X</td>
<td>ACI 318 - 3.5, 7.1-7.7</td>
</tr>
<tr>
<td>Inspection of reinforcing steel welding in accordance with inspection of steel table above.</td>
<td>X</td>
<td>AWS D1.4 ACI 318 - 3.5.2</td>
</tr>
<tr>
<td>Inspect bolts to be installed in concrete prior to and during placement of concrete.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Verifying use of required design mix.</td>
<td>X</td>
<td>ACI 318 - Ch. 4 &amp; 5.2-5.4</td>
</tr>
<tr>
<td>Sampling fresh concrete and performing slump, air content and determining the temperature of fresh concrete at the time of making specimens for strength tests.</td>
<td>X</td>
<td>ASTM C172 ASTM C31 ACI 318 - 5.6, 5.8</td>
</tr>
<tr>
<td>Inspection of concrete placement for proper application techniques.</td>
<td>X</td>
<td>ACI 318 - 5.9 &amp; 5.10</td>
</tr>
<tr>
<td>Inspection for maintenance of specified curing temperature and techniques.</td>
<td>X</td>
<td>ACI 318 - 5.11-5.13</td>
</tr>
<tr>
<td>Post installed anchor installation.</td>
<td>X</td>
<td>Per ICC-ES Reports</td>
</tr>
</tbody>
</table>
### MASONRY CONSTRUCTION

#### REQUIRED VERIFICATION AND INSPECTION OF MASONRY CONSTRUCTION

<table>
<thead>
<tr>
<th>Verification and Inspection</th>
<th>Inspection</th>
<th>Referenced Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>From the beginning of masonry construction, the following shall be verified to ensure compliance:</td>
<td></td>
<td>ACI 530 Sec. 1.12.3, 1.15.4, 2.1.2, 1.12, 2.1.8.6 &amp; 2.1.8.6.2, 3.3G, 2.4, 3.4 &amp; 1.8</td>
</tr>
<tr>
<td>• Proportions of site-mixed mortar and grout</td>
<td>X</td>
<td>ACI 530.1 Art. 2.5A, 3.2D, 3.3B, 3.4 &amp; 3.5</td>
</tr>
<tr>
<td>• Placement of masonry units and construction of mortar joints.</td>
<td>X</td>
<td>ACI 530.1 Art. 2.4, 2.1.8.6 &amp; 2.1.8.6.2</td>
</tr>
<tr>
<td>• Placement of reinforcement and connectors.</td>
<td>X</td>
<td>ACI 530.1 Art. 3.3G, 2.4, 3.4 &amp; 1.8</td>
</tr>
<tr>
<td>• Grout space prior to grouting.</td>
<td>X</td>
<td>ACI 530.1 Art. 1.4</td>
</tr>
<tr>
<td>• Placement of grout.</td>
<td>X</td>
<td>Per ICC-ESReports</td>
</tr>
<tr>
<td>• The inspection program shall verify:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Size and location of structural elements.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>• Type, size, and location of anchors, including other details of anchorage of masonry to structural members frames or other construction.</td>
<td>X</td>
<td>ACI 530.1 Art. 1.4</td>
</tr>
<tr>
<td>• Specified size, grades, and types of reinforcement.</td>
<td>X</td>
<td>Per ICC-ESReports</td>
</tr>
<tr>
<td>• Welding of reinforcing bars</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Protection of masonry during cold weather (temperature below 40 degrees F) or hot weather (temperatures above 90 degrees F)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Preparation of any required grout specimens, mortar specimens, and/or prisms shall be observed.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Compliance with required inspection provisions of the Contract Documents and the approved submittals shall be verified.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Post installed anchor installation</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

**West Yost**

Westlands Water District

Special Tests and Structural Observations

2018 PP7-1 Low Flow Efficiency Improvements
## APPENDIX B - SCHEDULE OF STRUCTURAL OBSERVATIONS

Required observations are described in the following "Schedule of Structural Observations".

<table>
<thead>
<tr>
<th>WHEN TO OBSERVE</th>
<th>WHAT TO OBSERVE</th>
</tr>
</thead>
</table>
| **FOUNDATIONS – GENERAL** | Review areas of particular concern such as highly congested areas or any mechanically-coupled splices and check that approved placing plans are being used.  
Review anchor bolt placement and placement of hold-down bolts or steel embeds. |
| Prior to the first concrete pour, but after placement of reinforcing is well under way. | Review areas of particular concern such as highly congested areas or any mechanically-coupled splices and check that approved placing plans are being used.  
Review anchor bolt placement and placement of hold-down bolts or steel embeds. |
| **FOUNDATIONS BRACED FRAMES AND MOMENT FRAMES** | Review reinforcement and anchor bolt size and placement. |
| Prior to pouring each foundation, but after placement of reinforcing steel and placement of embedded anchor bolts. | Review reinforcement and anchor bolt size and placement. |
| **STEEL FRAMING – GENERAL** | Observe the Work in progress and meet with the Special Inspectors for the welding and bolt tightening operations. Pay particular attention to the details associated with transferring the diaphragm forces into the frames. |
| During and after the steel framing and / or trusses have been erected, and bolt tightening and joint welding is under way, but prior to placement of the steel decking. | Observe the Work in progress and meet with the Special Inspectors for the welding and bolt tightening operations. Pay particular attention to the details associated with transferring the diaphragm forces into the frames. |
| **CONCRETE CONSTRUCTION** | Reinforcement placement and placement of embedded items. The Engineer may elect to personally observe concrete placement for critical structural elements. |
| Prior to close-up of the column or wall forms. During placement of slab/beam/joist reinforcement. | Reinforcement placement and placement of embedded items. The Engineer may elect to personally observe concrete placement for critical structural elements. |
| **MASONRY CONSTRUCTION** | Special inspection may not include full time inspection of lay-up or reinforcement placement, so it may be important to verify that reinforcement is placed with the appropriate positioners. |
| During lay-up of the first section of wall with special reinforcement requirements, such as boundary elements | Special inspection may not include full time inspection of lay-up or reinforcement placement, so it may be important to verify that reinforcement is placed with the appropriate positioners. |
| Prior to grouting of the first lift. | Verify that the Special Inspector is performing the required special inspections and that elements for connection of other framing are in place. |
| Prior to pouring the concrete cap, but after reinforcement and embedded anchors are in place. | Observe the Work in progress. Pay particular attention to the details associated with transferring the diaphragm forces into the walls. |

**END OF SECTION**
SECTION 01500
CONSTRUCTION FACILITIES AND UTILITIES

PART 1 - GENERAL

1.01 SECTION INCLUDES
A. Requirements for Contractor’s temporary facilities at the job site and for the prosecution of the Work.

1.02 REFERENCED SECTIONS
A. The following Section is referenced in this Section.
   1. Section 01330 – Submittals

1.03 SUBMITTALS
A. Provide the following information in accordance with Section 01330.
   1. Proposed plan and layout for all temporary offices, designated parking areas, sanitary facilities, storage yards, temporary water service and distribution, and temporary power service and distribution.
   2. Proposed layout (site and floor plan) of Contractor’s office trailers. Include manufacturer’s name and product literature.
   3. Proposed equipment list. Include manufacture’s name and product literature.
   4. Proposed service and maintenance contracts for offices, alarm, and cleaning service.
   5. Proposed layout of parking area, staging area, field office trailers, storage buildings and workshops.

1.04 CONTRACTOR’S CONSTRUCTION OFFICE
A. Maintain a suitable office at the site.
B. Temporary office will be considered the headquarters of the Contractor’s representative whom is authorized to receive drawings, instructions, or other communication or articles. Any communication given to the representative or delivered to Contractor’s temporary office at the site in his absence is deemed to have been delivered to the Contractor.
C. Maintain copies of Drawings, Specifications, and other Contract documents at Contractor’s temporary office at the site and make these available for use at all times.
1.05 STAGING AREA
A. Before starting the work, submit a proposed plan and layout for all temporary offices, sanitary facilities, storage areas, temporary water service and distribution, and temporary power service and distribution.
B. Erect temporary security fence as appropriate. Contractor is responsible for the security of the staging area. Westlands and Engineer do not take any responsibility for missing or damaged equipment, tools or personal belongings.
C. Store only those materials and equipment that are related to the construction within the staging area.

1.06 FENCES
A. Erect temporary fences at the boundary of construction easements and in locations indicated on the Drawings to protect sensitive areas.
B. When existing fences require temporary removal, erect fences to prevent unauthorized entrance to the site. Contractor shall be responsible for loss, injury or damage that results from failure to erect fences.
C. When working in open areas where animals and stock are maintained, provide adequate temporary fencing around open excavations to prevent injury to animals and stock.

1.07 TEMPORARY ACCESS ROADS
A. Construct temporary access roads where access to various portions of the site is otherwise unavailable.
   1. Construct a point of access that will allow Contractor to gain access onto the property and within the temporary construction easement.
   2. Install temporary ditches and culverts as necessary to direct rainfall runoff away from construction areas, access road, equipment laydown areas, and temporary stockpile areas. Contractor to determine appropriate size of culvert. Backfill the culvert with gravel and compact to provide a stable and durable access point.
   3. Temporarily remove a section of the existing fence and install a security gate with lock.
   4. At the conclusion of the work, remove all temporary facilities, re-grade drainage ditches and return the area to its original condition.
   5. Contractor is responsible for securing the property until fencing is returned to original conditions and all temporary fences, culverts and backfill material has been removed and the area returned to its original condition.

PART 2 - PRODUCTS

2.01 CONSTRUCTION MANAGER’S FIELD OFFICE (NOT USED)
PART 3 - EXECUTION

3.01 TEMPORARY ELECTRIC POWER
   A. Contractor shall make provisions to obtain temporary electric power for use during
      construction. The Contractor shall be responsible for obtaining a source of electric
      power for construction.
   B. Cost of electric power shall be borne by the Contractor.
   C. The temporary electric power installation shall meet the construction safety
      requirements of OSHA, state, and other governing agencies.

3.02 TEMPORARY TELEPHONE SERVICE
   A. Provide telephone service at the construction site office. Cellular telephone service
      is acceptable.
   B. The Contractor is not permitted to use Westlands' telephone service.

3.03 TEMPORARY SANITARY FACILITIES
   A. Provide toilet and wash-up facilities for the construction work force at the site of
      work.
   B. Facilities shall comply with applicable laws, ordinances, and regulations pertaining
      to the public health and sanitation of construction field offices, dwellings, and
      camps.

3.04 TEMPORARY WATER SUPPLY
   A. Use Westlands water supply located just north of the site for soil moisture
      conditioning, pipeline pressure testing and other construction uses.
   B. Obtain approvals and authorizations from Westlands prior to use of water and pay
      all fees associated with consumption of the water.
      1. Make the necessary connections to Westlands water supply and install all
         conveyance piping and truck filling facilities that are required to transport
         water for the work.
      2. Temporarily install valves, flow meters, air gaps, backflow preventers and
         other appurtenances required by Westlands water distribution system to
         maintain the integrity of the existing water systems.
      3. Remove temporary water facilities when no longer needed.

END OF SECTION
(THIS PAGE LEFT BLANK INTENTIONALLY)
SECTION 01505
MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL

1.01 SECTION INCLUDES
A. Procedures for mobilization and demobilization at the project site.

1.02 MOBILIZATION
A. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of all facilities necessary for work on the project; and for all other work and operations which must be performed, or costs incurred prior to beginning work, on the various items on the project site.

B. Mobilization shall also include the construction of temporary access ways; temporary fencing; and the necessary preparatory work required to allow for the safe and stable movement of all vehicles that are required to construct the improvements as shown.

C. Mobilization shall include at least the following items:
1. Photograph and video recording of site conditions (see Section 01326).
2. Moving onto the site of Contractor's equipment necessary for the first months of construction.
3. Installing temporary construction power, wiring, and lighting facilities.
4. Establishing fire protection system.
5. Developing construction water supply.
6. Providing field offices for the Contractor and Construction Manager, complete utility services, and parking areas, if required by other sections in these Specifications.
7. Providing on-site communication facilities.
8. Providing on-site sanitary facilities and potable water facilities.
9. Arranging for and erection of Contractor's work and storage yards.
10. Obtaining required permits.
11. Having OSHA required notices and establishing safety programs.
12. Having the Contractor's superintendent at the Project full time.
13. Submitting initial submittals.
1.03 DEMOBILIZATION

A. Demobilization shall consist of work and operations necessary to disband all mobilized items and clean up the site. The removal of all temporary access ways, signs, temporary fencing, and temporary facilities or works and the restoration of surfaces to an equal or better than existing condition shall also be included as part of demobilization.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01515

SOLID WASTE MANAGEMENT AND RECYCLING PLAN

PART 1 - GENERAL

1.01 SECTION INCLUDES
A. Solid waste management and recycling/reuse requirements during construction.

1.02 SUMMARY
A. Owner is committed to promoting efforts to have the Work performed in an environmentally sensitive manner.
B. To promote this effort the Contractor is required to:
   1. Make reasonable efforts to affect optimum control of solid wastes.
   2. Prepare and comply with a Project-specific Solid Waste Management and Recycling Plan.
C. The Contractor shall provide construction waste management services and appurtenant work in accordance with the Contract Documents. Requirements and procedures for ensuring optimal diversion of construction waste materials generated by the Work from landfill disposal within the limits of the Construction Schedule and Contract Sum includes:
   1. California Green Building Standards Code, California Code of Regulations, Title 24, Part 11 (CALGreen) requires that a minimum of 50% by weight of the construction and demolition (C&D) materials generated in the Work is diverted from landfill disposal through a combination of re-use and recycling activities.
   2. Requirements for submittal of Contractor’s Solid Waste Management and Recycling Plan prior to the commencement of the Work.
   3. Contractor’s quantitative reports for construction waste materials as a condition of approval of progress payments submitted to the Construction Manager.

1.03 REFERENCED SECTIONS
A. The following Sections are referenced in this Section:
   1. Section 01330 – Submittal Procedures
   2. Section 01999 – Reference Forms

1.04 DEFINITIONS
A. Inert Fill - A permitted facility that accepts inert waste such as asphalt and concrete exclusively.
1. **Inert Solids/Inert Waste**: Non-liquid solid waste including, but not limited to, soil and concrete, that does not contain hazardous waste or soluble pollutants at concentrations in excess of water-quality objectives established by a regional water board and does not contain significant quantities of decomposable solid waste.

B. **Class III Landfill** – A landfill that accepts non-hazardous waste such as household, commercial and industrial waste, including construction, remodeling, repair and demolition operations.

C. **Construction and Demolition Waste** - Includes solid wastes, such as building materials, packaging, rubbish, debris and rubble resulting from construction, remodeling, repair and demolition operations.

   1. Rubbish: Includes both combustible and noncombustible wastes, such as paper, boxes, glass, crockery, metal and lumber scrap, tin cans, and bones.
   2. Debris: Includes both combustible and noncombustible wastes, such as leaves and tree trimmings that result from construction or maintenance and repair work.

D. **Chemical Waste** – Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals and inorganic wastes.

E. **Sanitary Wastes** – Includes:

   1. Garbage: Refuse and scraps resulting from preparation, cooking, distribution or consumption of food.
   2. Sewage: Domestic sanitary sewage.

1.05 **SUBMITTALS**

A. Submit the following according to the requirements of the Contract Documents:

   1. Comply with Section 01330.
   2. **Solid Waste Management and Recycling Plan**

      a. Review Contract Documents and estimate the types and quantities of materials under the Work that are anticipated to be feasible for on-site processing, source separation for re-use or recycling. Indicate the procedures that will be implemented in this program to effect jobsite source separation, such as, identifying a convenient location where dumpsters would be located, putting signage to identify materials to be placed in dumpsters, etc.

      b. The Plan must include, but is not limited to the following:

         1) Contractor’s name and project identification information;
         2) Procedures to be used;
         3) Materials to be re-used and recycled;
         4) Estimated quantities of materials;
         5) Names and locations of re-use and recycling facilities/sites;
6) Tonnage calculations that demonstrate that Contractor will re-use and recycle a minimum 50% by weight of the construction and demolition waste materials generated in the Work.

c. No later than twenty-eight (28) Days after the start date for the Work stated in the Notice to Proceed, Contractor must schedule and conduct a meeting with Owner to discuss Contractor’s proposed Solid Waste Management and Recycling Plan.

d. No later than forty-five (45) Days after the start date for the Work stated in the Notice to Proceed, prepare and submit four (4) copies of a written and/or graphic Solid Waste Management and Recycling Plan including, but not limited to, the following:

1) Permit or license and the location of the solid waste disposal area(s).

2) Procedures for Recycling/Re-Use Program.

e. Revise and resubmit Solid Waste Management and Recycling Plan as required by Owner.

f. Review of the Contractor’s Solid Waste Management and Recycling Plan will not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.

3. Contractor’s Solid Waste Disposal and Diversion Reports

a. Submit Summary of Solid Waste Disposal and Diversion Form (See Section 01999) with each application for progress payment. Failure to submit the form and its supporting documentation will render the application for progress payment incomplete and delay progress payments. If applicable, include manifests, weight tickets, receipts, and invoices specifically identifying the Project for re-used and recycled materials:

1) Reuse of building materials or salvage items on site (i.e. crushed base or red clay brick).

2) Salvaging building materials or salvage items at off site, salvage or reuse center (i.e. lighting, fixtures).

3) Recycling source separated materials on site (i.e. crushing asphalt/concrete for base course, or grinding for mulch).

4) Recycling source separated material at an off site recycling center (i.e. scrap metal or green materials).

5) Use of material as Alternative Daily Cover (ADC) at landfills.

6) Delivery of soils or mixed inerts to an inerts landfill for disposal (inert fill).

7) Disposal at a landfill or transfer station (where no recycling takes place).
b. Contractor’s Reuse, Recycling, and Disposal Report must quantify all materials generated in the Work, disposed in Class III and inerts landfills, or diverted from disposal through recycling. Indicate zero (0) if there is no quantity to report for a type of material. As indicated on the form:

1) Report disposal or recycling either in tons or in cubic yards: if scales are available at disposal or recycling facility, report in tons; otherwise, report in cubic yards. Report in units for salvage items when no tonnage or cubic yard measurement is feasible.

2) Indicate locations to which materials are delivered for reuse, salvage, recycling, accepted as daily cover, inert backfill, or disposal in landfills or transfer stations.

3) Provide legible copies of weigh tickets, receipts, or invoices that specifically identify the project generating the material. Said documents must be from recyclers and/or disposal site operators that can legally accept the materials for the purpose of re-use, recycling, or disposal.

a) Indicate project title, project number, progress payment number, name of the company completing the Contractor’s Report and compiling backup documentation, the printed name, signature, and daytime phone number of the person completing the form, the beginning and ending dates of the period covered on the Contractor’s Report, and the date that the Contractor’s Report is completed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 SALVAGE, RE-USE, RECYCLING AND PROCEDURES

A. Identify re-use, salvage, and recycling facilities.

B. Develop and implement procedures to re-use, salvage, and recycle new construction and excavation materials, based on the Contract Documents, the Contractor’s Solid Waste Management and Recycling Plan, estimated quantities of available materials, and availability of recycling facilities. Procedures may include on-site recycling, source separated recycling, and/or mixed debris recycling efforts.

1. Identify materials that are feasible for salvage, determine requirements for site storage, and transportation of materials to a salvage facility.

2. Source separate new construction, excavation and demolition materials including, but not limited to the following types:

   a. Asphalt.
b. Concrete, concrete block, slump stone (decorative concrete block), and rocks.
c. Drywall.
d. Green materials (i.e. tree trimmings and land clearing debris).
e. Metal (ferrous and non-ferrous).
f. Miscellaneous Construction Debris.
g. Paper or cardboard.
h. Red Clay Brick.
i. Reuse or Salvage Materials
j. Soils.
k. Wire and Cable.
l. Wood.
m. Other (describe)

3. Miscellaneous Construction Debris: Develop and implement a program to transport loads of mixed (commingled) new construction materials that cannot be feasibly source separated to a mixed materials recycling facility.

3.02 DISPOSAL OPERATIONS AND WASTE HAULING
A. Legally transport and dispose of materials that cannot be delivered to a source separated or mixed recycling facility to a transfer station or disposal facility that can legally accept the materials for the purpose of disposal.
B. Use a waste hauler or Contractor’s trucking services and personnel.
C. Become familiar with the conditions for acceptance of new construction, excavation and demolition materials at recycling facilities, prior to delivering materials.
D. Deliver to facilities that can legally accept new construction, excavation and demolition materials for purpose of re-use, recycling, composting, or disposal.
E. Do not burn, bury or otherwise dispose of solid waste on the project job-site.

3.03 RE-USE AND DONATION OPTIONS
A. Implement a re-use program to the greatest extent feasible. Options may include:
   1. California Materials Exchange (CAL-MAX) Program is sponsored by the California Integrated Waste Management Board. CAL-MAX is a free service provided by the California Integrated Waste Management Board, designed to help businesses find markets for materials that traditionally would be discarded.
   2. The premise of the CAL-MAX Program is that material discarded by one business may be a resource for another business.
   3. To obtain local assistance, call CAL-MAX at (916) 341-6199.
4. The CALMAX material exchange resources are available through the Internet Site at http://www.calrecycle.ca.gov/CalMAX/.

3.04 REVENUE

A. Revenues or other savings obtained from recycled, re-used, or salvaged materials shall accrue to Contractor unless otherwise noted in the Contract Documents.

END OF SECTION
SECTION 01520
CONSTRUCTION SITE SECURITY

PART 1 - GENERAL

1.01 SECTION INCLUDES
A. Provisions for protection of the Work.

1.02 GENERAL
A. Make adequate provisions for protection of the Work and existing premises against fire, theft, vandalism and unauthorized entry, and for the protection of the public against exposure to injury.
B. Provide temporary chain link security fencing around any staging area not contained within the District PP 7-1 fence.
C. Initiate site security program at mobilization and maintain throughout construction period.
D. If in the opinion of the Owner, the Contractor is not taking adequate steps to protect the Work, the Owner will require that additional protective measures are immediately taken. The Owner shall not have any liability for loss of, and damage to, materials, tools, and equipment of the Contractor or of those employed by him, by contract or otherwise.

1.03 EMPLOYEE IDENTIFICATION AND CONTROL
A. Provide, in advance of starting construction, a list of all employees and vehicles that need access to the sites. This list would include employees of subcontractors at all tier levels. Provide periodic updates to this list as needed or required by the Construction Manager.
B. Ensure that no alcohol, firearm, weapon or controlled substance enters or is used on or adjacent to the Site. Immediately remove from Site and terminate the employment of any employee at this Site found in violation of this provision.
C. The Contractor’s employees, agents and subcontractors shall be restricted from entry to existing buildings and structures except as may be required by the Work.

1.04 VISITORS
A. Maintain a sign in/out log for all visitors to a project site. Provide a full time employee escort if a visitor tours any part of the Project sites. There are no exceptions to this important requirement. Food vendors are not allowed on the Project sites.
1.05 DELIVERIES
   A. Provide, to the Construction Manager, a list of all scheduled deliveries to the Project sites at regular intervals. This list shall include the items to be delivered, the name of the delivery company and the time the delivery is to be made. Deliveries must be scheduled during allowed work hours.
   B. Owner personnel will not accept deliveries for the Project.

1.06 NIGHT AND WEEK-ENDS
   A. Contractor shall employ continuous, 24-hour video surveillance of the Project site.
   B. The Owner shall not be liable for the damage or loss to the work due to trespass, vandalism or theft.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01560
ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES
A. Environmental controls to be maintained during construction.

1.02 APPLICABLE LAWS AND REGULATIONS
A. Comply with applicable Federal, State and local environmental, health and safety laws and regulations.

1.03 SITE CLEANLINESS
A. Maintain work sites, staging areas, public roadways and private property clean and free of rubbish and debris. Remove materials and equipment from the site when they are no longer necessary for the Work.
B. Keep buildings that are occupied by the Contractor clear of refuse and debris and in a reasonably neat condition.
C. Upon completion of the work and before final acceptance, clear work areas of equipment, unused materials, and rubbish to present a clean and neat appearance.

1.04 HAZARDOUS MATERIALS
A. Handle paints, solvents, and other construction materials with care to prevent contaminants from entering into sewers, storm drains, surface waters, or soils.
B. Develop an emergency response plan for spills of sewage, paint, oil, and other hazardous materials.
C. In the event of a spill, immediately notify the Engineer, Owner and jurisdictional agencies. Take proper measures to clean up spills of hazardous materials in accordance with the emergency response plan, State, Federal, and local regulations and manufacturer’s recommendations.

1.05 AIR POLLUTION CONTROL
A. Contractor shall not discharge smoke, dust, and other contaminants into the atmosphere that violate the air pollution regulations for the area.
B. Do not idle internal combustion engines for prolonged periods of time.
C. Minimize dust nuisance by cleaning, sweeping and sprinkling work areas, exposed soil, and haul roads with water or by powered brushing.
1.06 NOISE CONTROL

A. Comply with local controls and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract. If the requirements of this Section are more restrictive than those of the local regulations, the requirements of this Section shall govern.

B. Minimize noise from construction equipment.
   1. Whenever possible, utilize construction equipment powered by electric motors rather than diesel or gas driven engines.
   2. Locate construction equipment such as compressors and generators as far from sensitive receptors as feasibly possible. Erect temporary sound blankets around noisy equipment to mitigate noise propagation.
   3. Equip internal combustion engines with a muffler and provide a noise enclosure around stationary equipment such as engine-driven generators, welders, compressors, and pumps. Use “quiet package” and “hush” equipment.
   4. Do not start-up machines or equipment prior to or after the specified construction work hours.

C. Noise Complaints: Should a specific noise impact complaint occur, Engineer has the prerogative to direct Contractor to implement one of the following noise mitigation measures at Contractor’s expense:
   1. Relocate stationary construction equipment away from the affected property.
   2. Shut off idling equipment.
   3. Reschedule construction operations to avoid periods of noise annoyance identified in the complaint.
   4. Install temporary or portable acoustic barriers around stationary construction noise sources.
   5. Operate electric powered equipment using utility power.

D. Amplified sounds such as telephone, loudspeakers, and other forms of loud communication that constitute a nuisance and potential disturbance shall not be used.

1.07 DIRT AND MUD CONTROL

A. Contractor is responsible for preventing dirt, mud, and debris from accumulating on streets, sidewalks, parking areas, or other paved surfaces and for maintaining the cleanliness of these areas.
   1. Track Out: Clean vehicle tires of mud and dirt before exiting the site.
   2. Cover all dump truck loads and other loads that may result in debris falling from the vehicle.
3. Sweeping Paved Areas:
   a. Maintain cleanliness of paved areas used by the Contractor for the duration of the project.
   b. Sweep paved areas that have been used since the previous cleaning on at least a weekly basis, or more frequently when directed by the Engineer. Utilize regenerative air or vacuum pickup sweepers together with proper dust control methods to remove sediment, dust, dirt, and other matter from paved areas. Do not use excessive water resulting in mud on public streets.

1.08 TREE AND PLANT PROTECTION (NOT USED)

1.09 OIL SPILL PREVENTION AND CONTROL
   A. Store fuel and oil in accordance with requirements of the Uniform Fire Code and applicable National Fire Protection Association standards.
   B. Assume responsibility for the prevention, containment, and cleanup of spilled oil, fuel, and other petroleum products used in the Contractor’s operations. Prevention, containment and cleanup costs shall be borne by the Contractor.
   C. Periodically inspect fuel hoses, lubricating equipment, hydraulically operated equipment, oil drums, and other devices for drips, leaks or signs of damage. Maintain and properly store to prevent spills and vandalism.
   D. Construct dikes around storage tanks, or locate tanks to prevent spills from escaping to surface waters or drainage ditches.
   E. Remove oils on land using sand, clay, sawdust or other absorbent material and dispose in an acceptable manner. Store waste materials in drums or other leak proof containers after cleanup and during transport to disposal.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01600
MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Materials, equipment and products incorporated into the work.
B. Equipment, products, and materials shall be shipped, handled, stored, and installed in ways which will prevent damage to the items.
C. Damaged items will not be permitted as part of the work except in cases of minor damage that have been satisfactorily repaired and are acceptable to the District.

1.02 MATERIAL AND EQUIPMENT REQUIREMENTS

A. Specified in individual specification Sections in Divisions 2 through 16.
B. Specifications are minimum requirements and manufacturers’ standard products may require modifications to meet the specified requirements.
C. Provide products and equipment with all accessories, trim, finish, safety guards and other devices needed for a complete and operational installation.
D. Products to be supplied in quantity shall be the same product from a single source to provide standardization and interchangeability.

1.03 DEFINITIONS

A. Named Products: Items identified by manufacturer’s product name and model number as indicated in the manufacturer’s published product data.
B. Materials: Products that are shaped, cut, worked, finished or otherwise fabricated or installed to form a part of the Work.
C. Equipment: A product with working parts, whether motorized or manually operated, that requires connections such as wiring or piping.

1.04 PACKAGING AND MARKING

A. Equipment shall be protected against damage from moisture, dust, handling, or other cause during transport from manufacturer’s premises to site. Each item or package shall be marked with the number unique to the specification reference covering the item.
B. Stiffeners shall be used where necessary to maintain shapes and to give rigidity. Parts of equipment shall be delivered in assembled or subassembled units where possible.
C. Bearing housings, vents and other types of openings shall be wrapped or otherwise sealed to prevent contamination by dust and dirt.
1.05 SHIPPING AND DELIVERY
   A. Plan, order, coordinate and deliver materials and equipment in accordance with the
      construction schedule to avoid delays and conflicts with the Work.
   B. Deliver anchor bolts and bolt templates sufficiently early to permit setting and
      placement in structural concrete.
   C. Unload products in accordance with the manufacturer’s handling instructions.
      Promptly inspect for completeness and evidence of damage during shipment.

1.06 HANDLING AND STORAGE
   A. During the interval between the delivery of equipment to the site and installation,
      all equipment, unless otherwise specified, shall be stored in an enclosed space
      affording protection from weather, dust and mechanical damage and providing
      favorable temperature, humidity and ventilation conditions to ensure against
      equipment deterioration. Manufacturer’s recommendations shall be adhered to in
      addition to these requirements.
   B. Equipment and materials to be located outdoors may be stored outdoors if protected
      against moisture condensation. Equipment shall be stored at least 6 inches above
      ground. Temporary power shall be provided to energize space heaters or other heat
      sources for control of moisture condensation. Space heaters or other heat sources
      shall be energized without disturbing the sealed enclosure.
   C. Fabricated products, pipe and pipe appurtenances shall be handled, stored off the
      ground on blocking or skids. Pipes with paint, tape coatings, linings or the like shall
      be stored to protect the coating or lining from physical damage or other
      deterioration. Pipes shipped with interior bracing shall have the bracing removed
      only when recommended by the pipe manufacturer.
   D. Store loose granular products in well-drained area on a solid surface to prevent
      mixing with foreign matter. Cover products that are subject to erosion or
      deterioration with plastic sheeting.
   E. Store electrical, instrumentation and control products in a water-tight enclosure to
      protect against damage from moisture, dust and corrosion.

1.07 PROTECTION OF EQUIPMENT AFTER INSTALLATION
   A. After installation, protect equipment from damage from, including but not limited
      to, dust, abrasive particles, debris and dirt generated by the placement, chipping,
      sandblasting, cutting, finishing and grinding of new or existing concrete, terrazzo
      and metal; and from the fumes, particulate matter, and splatter from welding,
      brazing and painting of new or existing piping and equipment.
   B. As a minimum, vacuum cleaning, blowers with filters, protective shielding, and
      other dust suppression methods will be required at all times to adequately protect
      all equipment.
   C. When sandblasting or when finishing concrete, all equipment that may be affected
      by cement dust shall be completely covered. Electrical switchgear, substations and
motor load centers shall not be installed until after all concrete work and sandblasting in those areas have been completed and accepted and the ventilation systems installed.

D. During painting operations, all grease fittings and similar openings shall be covered to prevent the entry of paint.

PART 2 - PRODUCTS

2.01 PIPE

A. Pipe and appurtenances shall be handled, stored off the ground, and installed as recommended by the manufacturer.

B. Pipes with paint, tape coatings, linings or the like shall be stored to protect the coating or lining from physical damage or other deterioration.

C. Pipes shipped with interior bracing shall have the bracing removed only when recommended by the pipe manufacturer.

2.02 EQUIPMENT

A. Package and Marking

1. Protect equipment against damage from moisture, dust, handling, or other cause during transport from manufacturer’s premises to site.

2. Mark each item or package with the number unique to the specification reference covering the item.

3. Use stiffeners where necessary to maintain shapes and to give rigidity.

4. Parts of equipment shall be delivered in assembled or subassembled units where possible.

B. Identification

1. Each item of equipment, spare parts, and valve shall have permanently affixed to it a label or tag with its equipment or valve number designated in this contract. Marker shall be of stainless steel.

2. Location of label will be easily visible.

C. Shipping

1. Bearing housings, vents and other types of openings shall be wrapped or otherwise sealed to prevent contamination by grit and dirt.

D. Maintenance Records

1. Maintain for major equipment items that are in storage, indicating regular rotation of shafts, checking of oil, confirmation of power to the space heaters, etc.

2. Submit to Westlands for approval prior to installation of the units and maintained by Contractor until acceptance of the project.
PART 3 - EXECUTION

3.01 INSPECTION
   A. Prior to installation, inspect materials and equipment for signs of corrosion and other effects of storage. Do not install material or equipment showing such effects.
   B. Remove damaged material from the site and expedite delivery of replacement material or equipment. Delays to the Work resulting from material or equipment damage that necessitates procurement of new products will be considered delays that are within the Contractor’s control.

3.02 INSTALLATION
   A. Handle, install, connect, clean and adjust products in accordance with the manufacturer’s instructions.
   B. Fill lubricant reservoirs and grease bearings prior to starting equipment. Use lubricants recommended by the manufacturer of the equipment.
   C. Recoat painted surfaces that are damaged prior to final acceptance of the Work.

   END OF SECTION
SECTION 01610
SEISMIC ANCHORAGE AND BRACING

PART 1 - GENERAL

1.01 SECTION INCLUDES
   A. Requirements for seismic anchorage and bracing for equipment, tanks and nonstructural components.

1.02 REFERENCED SECTIONS
   A. The following Sections are referenced in this Section
      1. Section 01330 – Submittals
      2. Section 01611 – Seismic Design Requirements
      3. Section 05501 – Anchor Bolts and Anchoring Devices
      4. Section 15097 – Seismic Restraints for Piping

1.03 AREAS OF DESIGN RESPONSIBILITY
   A. The Contractor shall be responsible for designing all seismic attachments, braces, and anchors to the structure for tanks, mechanical equipment and electrical equipment included in the Work that weigh more than 20 pounds.
   B. Equipment manufacturers may provide standard design calculations and details for their specific pieces of equipment as part of the submittal for that equipment. Project-specific design calculations and details need not be produced unless the manufacture does not already have standard designs already prepared.
   C. Design of seismic anchorage and bracing for piping systems and ventilation ducting is also included in the Contractor’s responsibility for seismic design. Refer also to Section 15097 for additional requirements pertaining to seismic anchorage and bracing of piping.

1.04 REFERENCES
   A. The following is a list of standards which may be referenced in this section.
      1. International Code Council (ICC)
         a. 2016 California Building Code (CBC)
         b. Evaluation Service (ICC-ES) Reports and Legacy Reports
      2. American Society of Civil Engineers (ASCE)
1.05 SUBMITTALS
   A. Comply with Section 01330.
   B. Seismic Anchorage and Bracing Calculations
      1. Submit manufacturer’s engineered seismic hardware data and installation requirements.
      2. Provide calculations for seismic attachments, braces and anchorages clearly showing the criteria used for the design. Calculations for anchorage of components assigned a component importance factor of 1.5 in accordance with ASCE 7, Chapter 13 shall be sealed by a registered Professional Engineer.
   C. Shop Drawings: Show details of seismic attachment assemblies including connection hardware, bracing, and anchor bolts.

1.06 DESIGN AND PERFORMANCE REQUIREMENTS
   A. In accordance with CBC Section 1621, tanks, mechanical and electrical components, and other elements of the Work that are permanently attached to structures shall be designed and constructed to transfer the component seismic forces specified in ASCE 7, Chapter 13 to the structure.
   B. Seismic attachments, braces, and anchorages shall be designed in accordance with the provisions of the International Building Code and the following site-specific seismic criteria, unless noted otherwise on the Drawings.
   C. See Section 01611 for seismic design requirements.
   D. In accordance with ASCE 7, the following are exempt from the requirements of this Section:
      1. Mechanical and electrical components with a Component Importance Factor of \( I_m = 1.0 \) that weigh 400 pounds or less, are mounted 4 feet or less above the adjacent finished floor elevation, and are provided with flexible connections between the components and any associated ductwork, piping, or conduit.
      2. Mechanical and electrical components with a Component Importance Factor of \( I_m = 1.0 \) that weigh 20 pounds or less, are mounted at any height, and are provided with flexible connections to attached ductwork, piping, and conduit.

PART 2 - PRODUCTS

2.01 MATERIALS
   A. Attachments and supports transferring seismic loads to the structure shall be constructed of materials and products suitable for the application and designed and constructed in accordance with the design criteria shown on the Drawings and nationally recognized standards.
B. Powder driven fasteners and sleeve anchors shall not be used for seismic attachments and anchorages where resistance to tension loads is required.

C. Anchor Bolts: In accordance with Section 05501.

PART 3 - EXECUTION

3.01 GENERAL

A. Design seismic anchorage systems to provide restraint in all directions, for each component or system so anchored.

B. Tall and narrow equipment such as motor control centers and electrical control panels shall be anchored at the base and within 12 inches from the top of the equipment.

C. Mechanical and electrical components shall not be attached to more than one element of a building structure at a single restraint location where such elements may respond differently during a seismic event. Such attachments shall also not be made across building expansion and contraction joints.

D. Seismic attachments and braces shall be provided and installed by the Contractor in accordance with the size and number of braces determined by the design calculations prepared by the Contractor.

E. Anchor bolts and concrete and masonry anchors for the anchorage of equipment shall be provided and installed by the Contractor in accordance with the bolt sizing, minimum embedment, and spacing requirements determined by the calculations prepared by the Contractor.

END OF SECTION
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SECTION 01611

SEISMIC DESIGN REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. The following primary and secondary structural system elements, non-structural components, and/or equipment supported by structures.
   1. Pre-Engineered Metal Buildings and Canopies.
   2. Mechanical, electrical, and plumbing equipment and appurtenances.
   3. Conduit, piping, cable trays, raceways, ducts and similar systems.
   4. Storage racks, suspended ceilings, light fixtures, raised floors, partitions, store-fronts, windows, louvers, architectural features and other non-structural components.

1.02 REFERENCED SECTIONS

A. The following Sections are referenced in this Section
   1. Section 01330 – Submittals
   2. Section 05501 – Anchor Bolts and Anchoring Devices

1.03 REFERENCES

A. 2016 California Building Code (CBC)

1.04 DEFINITIONS

A. Engineer of Record: The Engineer responsible for the preparation of Contract Documents.

B. Specialty Engineer: Structural or Civil Engineer provided by the Contractor licensed in the State where the project is being built responsible for specific elements of the primary structural system, the secondary structural system, non-structural elements and/or equipment supported by structures.

1.05 GENERAL DESIGN REQUIREMENTS

A. The Contractor is responsible for producing designs that resist the total seismic forces in accordance with the seismic design criteria.

B. The Contractor is responsible for coordinating between the Engineer of Record and the Specialty Engineer.

C. The seismic design for non-structural components and equipment shall be in accordance with the CBC Chapter 16, and the required coefficients and factors for
determining the total design seismic forces are provided in the Seismic Design Criteria in Paragraph D below.

D. Coordinate the layout so that adequate space is provided between items for relative motion. Provide additional supports and restraints between items of different systems when necessary to prevent seismic impacts or interaction.

E. Seismic forces shall be determined in accordance with the following seismic design criteria:

1. Site-Specific Spectral Response Coefficients
   a. Short Period Design Spectral Response Acceleration, 5 percent Damped: SDS = 0.82
   b. 1 Second Period Design Spectral Response Acceleration, 5 percent Damped: SD1 = 0.43

2. Site Class: D

3. Seismic Design Category: D, unless noted otherwise

4. Risk Category: IV, unless noted otherwise

5. Component Importance Factor, Ip:
   a. Mechanical and Electrical Equipment: Use 1.5.
   b. Tanks and Tank Anchorage: Use 1.5.
   c. Components that contain hazardous materials: Use 1.5.
   d. Components that are required for life safety: Use 1.5.
   e. Components that must remain functional after an earthquake, such as fire protection sprinkler systems: Use 1.5.

6. Do not use more than 60 percent of the weight of tanks and mechanical and electrical equipment for designing anchors for resisting overturning due to seismic forces.

7. Do not use friction to resist sliding due to seismic forces.

1.06 DESIGN REQUIREMENTS FOR PIPING, CONDUIT, AND DUCTS

A. The Contractor is responsible for producing designs for support of piping, conduit, duct or other systems to resist total seismic forces based on the seismic design criteria coefficients specified above, unless shown on the Contract Documents. Except where the technical specifications give specific exemption from resistance of seismic forces, all supports shall be designed to meet seismic criteria.

B. Where possible, pipes, conduit, and their connections shall be constructed of ductile materials (e.g., copper, ductile iron, steel or aluminum and brazed, welded or screwed connections). Pipes, conduits and their connections, constructed of nonductile materials (e.g., cast iron, no-hub pipe and plastic), shall have the brace spacing reduced to one-half of the spacing allowed for ductile material.
C. Seismic restraints may be omitted for the following conditions, where flexible connections are provided between components and the associated ductwork, piping and conduit:

1. Fuel piping less than 1-inch inside diameter.
2. All other piping less than 2.5-inches inside diameter or all piping suspended by individual hangers 12 inches or less in length from the top of the pipe to the bottom of the structural support for the hanger or electrical conduit less than 2.5-inches trade size.
3. All rectangular air-handling ducts less than 6 square feet in cross-sectional area or all round air-handling ducts less than 28-inches diameter or all ducts suspended by individual hangers 12 inches or less in length from the top of the duct to the bottom of the structural support for the hanger, where the hangers are detailed to avoid bending of the hangers and their connections.

D. All trapeze assemblies supporting pipes, ducts and conduit shall be braced to resist the total seismic forces considering the weight of the elements on the trapeze. Pipes, ducts and conduit supported by a trapeze where none of those elements would individually be braced need not be braced if connections to the pipe/conduit/ductwork or directional changes do not restrict the movement of the trapeze. If this flexibility is not provided, bracing will be required when the aggregate weight of the pipes and conduit exceed 10 pounds/foot. The weight shall be determined assuming all pipes and conduit are filled with water.

E. As an alternative to designing the supports and anchorage, where an approved national standard provides a basis for the earthquake-resistant design, submit standard, data, and details for piping, conduit, duct or other systems:

1. For ductwork, mechanical piping, process piping and electrical conduits, follow Guidelines for Seismic Restraints of Mechanical Systems by SMACNA modified as follows:
   a. Seismically brace piping regardless of size or location. Provide transverse braces at all changes in direction and at the end of all pipe runs. Space transverse braces not more than 20 feet apart. Provide longitudinal braces at 40-foot centers.
   b. Seismically brace all ductwork regardless of size or location. Provide transverse braces at all changes in direction and at each end of run. Space braces not over 20 feet apart. Provide longitudinal braces at 40-foot centers.
2. For fire protection systems, follow NFPA 13 modified as in Paragraph 1.b above. Ensure that no seismic interaction occurs with items of other systems.

1.07 DESIGN REQUIREMENTS FOR UNDERWATER ITEMS

A. To allow for water sloshing, design rigid items such as piping or equipment supports for twice the lateral force, computed as if the item were above water.
B. Design flexible items to accommodate sloshing motions without damage to rigid machinery.

C. Provide retainers to hold items from falling and damaging rotating equipment below, if bolted connections will fail because of ground motion displacing the supports.

1.08 SUBMITTALS

A. Comply with Section 01330.

B. Shop Drawings: Submit signed and sealed structural calculations and detailed drawings for the following listed elements and where required in Divisions 2 through 16 of the primary structural system and their attachments, the secondary structural system and their attachments, permanent non-structural components and their attachments, and the attachments and anchorage for all permanent equipment supported by the structures.

1. Pump
2. Pre-Engineered Metal Canopy

C. Structural calculations and detailed drawings shall be prepared by a Specialty Engineer licensed in the State where the project is being built.

D. Structural calculations and detailed drawings shall clearly show the total design seismic forces which will be transferred from the elements of the structural system, non-structural components, and/or equipment and their attachments to the primary structure.

E. The Engineer's review of items within a Specification Section cannot be completed until all related items have been coordinated and submitted for review.

F. Quality Assurance Submittals

1. Test Reports: Submit test reports for tension testing of anchors.

2. Where required in the equipment specifications in Divisions 2 through 16 submit certification that the equipment itself is designed to resist all internal seismic forces based on the seismic design criteria for the project.

3. Where required in the equipment specifications in Divisions 2 through 16, submit signed and sealed structural calculations and detailed drawings from a specialty Structural or Civil Engineer licensed in the State where the project is being built for the attachments and anchorage to the primary structure.

4. Where required in the equipment specifications in Divisions 2 through 16, submit certification that the attachments and anchorage are designed to resist all seismic forces based on the seismic design criteria for the project.
1.09 QUALITY ASSURANCE

A. Qualifications: The Contractor is responsible for submitting signed and sealed structural calculations and detailed drawings from a Specialty Structural or Civil Engineer licensed in the State where the project is being built.

B. Regulatory Requirements: Comply with the State of California adopted and amended versions of 2016 California Building Code (CBC) Chapter 16 - Earthquake Design plus clarifications and additions specified in this Section.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 FIELD QUALITY CONTROL

A. Site Tests:

1. Tension testing of expansion or adhesive anchors utilized for anchorage shall be done in the presence of the special inspector and a report of the test results shall be submitted.

2. See Section 05501 for additional requirements.

B. Inspection:

1. Special inspection shall be provided for high strength bolting or bolts installed in concrete.

2. See Section 05501 for additional requirements.

END OF SECTION
SECTION 01615
WIND DESIGN CRITERIA

PART 1 - GENERAL

1.01 SECTION INCLUDES
A. Wind design criteria.

1.02 REFERENCES
A. International Code Council (ICC):
B. ASCE/SEI 7-10 Minimum Design Loads for Buildings and Other Structures

1.03 DESIGN CRITERIA
A. Design in accordance with the requirements of the following:
   1. Risk Category: IV
   2. Basic Wind Speed: \( V = 120 \text{ mph} \).
   3. Wind Exposure Category: C
   4. Wind Importance Factor: \( I = 1.0 \)

1.04 SUBMITTALS
A. Shop Drawings and Calculations: Complete shop drawings and wind calculations.
B. Calculations shall be signed and stamped by a civil or structural Professional Engineer licensed to practice in the state where the Project is located.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
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SECTION 01710

ENVIRONMENTAL CONDITIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Environmental conditions which have been observed at the Site of the Work and which may reasonably be anticipated throughout the life of the Project. The Owner makes no guarantee of stated environmental conditions.

1.02 SITE CONDITIONS

A. The Site of the Work is at an elevation of approximately 164’ above mean sea level. Climate conditions are described as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Range of Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td>Tranquility, CA</td>
</tr>
<tr>
<td>Relative humidity, %, Average</td>
<td>21 to 100</td>
</tr>
<tr>
<td>Typical Outdoor Air temperature, °F</td>
<td>24 to 110 (Temperatures below 24 and above 110 should be expected. Temperatures do not account for the effect of wind or reflected heat from the pavement, buildings, etc.)</td>
</tr>
<tr>
<td>Typical average daily wind speed, miles per hour</td>
<td>5 (High winds are common and should be expected, particularly during the daylight hours, with gusts of at least 50 miles per hour)</td>
</tr>
</tbody>
</table>

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01735
CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SECTION INCLUDES
A. Cutting and patching existing and new construction.

1.02 REFERENCED SECTIONS
A. The following Section is referenced in this Section
1. Section 01330 – Submittals

1.03 GENERAL REQUIREMENTS
A. Perform Work in compliance with CAL-OSHA Standards and other standards as applicable.
B. Cutting and patching shall be completed to the satisfaction of the Engineer.

1.04 SUBMITTALS
A. Submit in accordance with Section 01330.
B. Cutting and Patching Plan
   1. Submit details of proposed construction before cutting and patching construction commences affecting:
      a. Work of Westlands or of others.
      b. Structural integrity of element of Project.
   2. Cutting and Patching Plan shall include the following for Engineer’s approval:
      a. Identification of Work.
      b. Description of affected construction.
      c. Necessity for cutting, patching, alteration, or excavation.
      d. Description of proposed construction.
      e. Scope of cutting, patching, alteration, or excavation.

PART 2 - PRODUCTS

2.01 MATERIALS
A. Comply with specifications and standards for products involved.
PART 3 - EXECUTION

3.01 PREPARATION

A. Provide adequate temporary support as necessary to ensure structural integrity of affected portion of Work.

B. Provide devices and methods to protect other portions of Project from damage and persons from injury.

C. Provide protection from elements for that portion of Project which may be exposed by cutting and patching, and maintain excavations free from water.

3.02 CUTTING AND PATCHING

A. Cut, Fit, and Patch when required to

1. Make its several parts fit together properly.
2. Remove and replace construction not conforming to Contract Documents.
3. Remove samples of installed construction as specified for testing.
4. Provide routine penetrations of nonstructural surfaces for installation of piping and electrical conduit.

B. Execute cutting and demolition by methods which will prevent damage and will provide proper surfaces to receive installation of repairs.

C. Openings in Existing Concrete and Masonry

1. Create openings by:
   a. Saw cutting completely through concrete or masonry, or
   b. Scoring edges of opening with saw to at least 1 inch depth on both surfaces (when accessible) and removing concrete or masonry by chipping.
2. Do not allow saw cuts to extend beyond limits of opening.
3. Make corners square and true by combination of core drilling and grinding or chipping.
4. Prevent debris from falling into adjacent tanks or channels in service or from damaging existing equipment and other facilities.

D. Sizing of Openings in Existing Concrete or Masonry

1. Make openings sufficiently large to permit final alignment of pipe and fittings without deflections.
2. Allow adequate space for packing around pipes and conduit to ensure watertightness.

E. Grouting Pipes in Place

1. Sandblast concrete surfaces and thoroughly clean sand and other foreign material from surfaces prior to placing grout.
2. Grout pipes, sleeves, castings, and conduits in place by pouring grout under a head of at least 4 inches. Vibrate grout into place. Completely fill the spaces occupied by pipes, sleeves, castings, and conduits.

3. Water cure the grout.

F. Connections to Existing Pipes

1. Cut existing pipe square.

2. Properly prepare the ends for the connection indicated on the Drawings.

3. Repair any damage to existing lining and coating.

G. Rehabilitate all areas affected by removal of existing equipment, equipment pads and bases, piping, supports, electrical panels, electric devices, and conduits such that little or no evidence of the previous installation remains.

1. Fill areas in existing floors, walls, and ceilings from removed piping, conduit and fasteners with non-shrink grout and finish smooth.

2. Remove concrete bases for equipment and supports by:
   a. Saw cutting clean, straight lines with a depth equal to the concrete cover over reinforcement minus 1/2 inch below finished surface. Do not cut existing reinforcement on floors.
   b. Chip concrete within scored lines and cut exposed reinforcing steel and anchor bolts.
   c. Patch with non-shrink grout to match adjacent grade and finish.
      1) Terminate abandoned piping and conduits with blind flanges, caps, or plugs.

H. Treat Existing Concrete Reinforcement as follows:

1. Where existing reinforcement is to remain, protect, clean, and extend into new concrete.

2. Where existing reinforcement is not to be retained, cut off as follows:
   a. Where new concrete joins existing concrete at the removal line, cut reinforcement flush with concrete surface at the removal line.
   b. Where concrete surface at the removal line is the finished surface, cut reinforcement 2 inches below the surface, paint ends with epoxy, and patch holes with dry pack mortar.

**END OF SECTION**
SECTION 01740
CLEANING

PART 1 - GENERAL

1.01 SECTION INCLUDES
   A. Intermediate and final cleaning of Work not including special cleaning of closed systems specified elsewhere.

1.02 STORAGE AND HANDLING
   A. Store cleaning products and cleaning wastes in containers specifically designed for those materials.

1.03 SCHEDULING
   A. Schedule cleaning operations so that dust and other contaminants disturbed by cleaning process will not fall on newly painted surfaces.

PART 2 - PRODUCTS

2.01 MATERIALS
   A. Cleaning Agents
      1. Compatible with surface being cleaned.
      2. New and uncontaminated.
      3. For Manufactured Surfaces: Material recommended by manufacturer.

PART 3 - EXECUTION

3.01 GENERAL
   A. Prevent accumulation of wastes that create hazardous conditions.
   B. Conduct cleaning and disposal operations to comply with laws and safety orders of governing authorities.
   C. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains or sewers.
   D. Dispose of degradable debris at an approved solid waste disposal site.
   E. Dispose of non-degradable debris at an approved solid waste disposal site or in an alternate manner approved by Engineer and regulatory agencies.
   F. Handle materials in a controlled manner with as few handlings as possible.
   G. Do not drop or throw materials from heights greater than 4-feet or less if conditions warrant greater care.
H. On completion of work, leave area in a clean, natural looking condition. Remove all signs of temporary construction and activities incidental to construction of required permanent Work.

I. Do not burn on-site.

3.02 INTERIOR CLEANING (NOT USED)

3.03 EXTERIOR SITE CLEANING

A. Cleaning During Construction

1. Construction debris
   a. Confine in strategically located container(s):
      1) Cover to prevent blowing by wind.
      2) Haul from site minimum once a week.
   b. Remove from work area to container daily.

2. Vegetation
   a. Keep weeds and other vegetation trimmed to 3-inch maximum height.

3. Soils, sand, and gravel deposited on paved areas and walks:
   a. Remove as required to prevent muddy or dusty conditions.
   b. Do not flush into storm sewer system.

B. Final Cleaning

1. Immediately prior to submittal of a request for inspection for Substantial Completion, clean the project site and make ready for Westlands’ use and occupancy.

2. Employ experienced workers or professional cleaners for final cleaning.

3. Use cleaning materials which are recommended by manufacturers of surfaces to be cleaned.

4. Complete the following cleaning operations:
   a. Clean the project site, yard and grounds which were disturbed by construction activities. Remove rubbish, waste material, litter and other foreign material.
   b. Remove all rocks and other non-native materials from agricultural fields used for staging areas and re-grade fields to original or better condition. Employ laser leveling equipment to verify smooth grade free from mounding, depressions, swales or other surface irregularities.
   c. Remove tools, construction equipment, machinery, storage sheds, temporary fences and surplus material.
   d. Broom clean sidewalks and concrete floors.
e. Patch, touch up and repair marred surfaces and finishes. Replace finishes and surfaces that cannot be satisfactorily repaired or restored.

f. Wipe surfaces of mechanical and electrical equipment, remove excess lubrication, paint splatter and mortar droppings.

g. Clean light fixtures, lamps and bulbs. Replace burned-out bulbs and defective or noisy starters in fluorescent and mercury vapor fixtures.

h. Prevent scratching, discoloring, and otherwise damaging surfaces being cleaned.

i. Clean roofs, gutters, downspouts, and drainage systems.

j. Remove dust, cobwebs, and traces of insects and dirt.

k. Clean grease, mastic, adhesives, dust, dirt, stains, fingerprints, paint, blemishes, sealants, plaster, concrete, and other foreign materials from sight-exposed surfaces, and fixtures and equipment.

l. Remove non-permanent protection and labels.

m. Clean permanent filters and replace disposable filters when heating, ventilation, and air conditioning units were operated during construction.

n. Clean ducts, blowers and coils when units were operated without filters during construction.

C. Waste Disposal

1. Arrange for and dispose of surplus materials, waste products, and debris off-site.

   a. Prior to making disposal on private property, obtain written permission from owner of such property.

2. Do not fill ditches, washes, or drainage ways which may create drainage problems.

3. Do not create unsightly or unsanitary nuisances during disposal operations.

4. Maintain disposal site in safe condition and good appearance.

5. Complete leveling and cleanup prior to final acceptance of the Work.

3.04 FIELD QUALITY CONTROL

A. Immediately prior to Demonstration Period, conduct an inspection with Engineer to verify condition of all work areas.

END OF SECTION
PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Requirements for maintaining records of actual conditions in the field and for changes in the work as contained on the As-Built drawings and transcribed to become the Record Documents.

B. The purpose of final Project Record Documents is to provide factual information regarding all aspects of the work, both concealed and visible, to enable future modifications of the work to proceed without lengthy and expensive site measurement, investigation, and examination.

C. Drawings shall be updated weekly. Progress payments may be delayed until record As-Built drawings are updated to meet requirements and date of pay request.

1.02 REFERENCED SECTIONS

A. The following Section is referenced in this Section

1. Section 01330 – Submittals

1.03 SUBMITTALS

A. Submit the complete set of As-Built Project Record Documents to the Construction Manager upon request for Final Completion.

B. Participate in review meetings with Westlands' Representative and the Engineer as required.

C. Make changes and promptly deliver the final Project Record Documents to Westlands' Representative.

D. Accompany submittal with transmittal letter as specified in Section 01330. Include a signed certification that each document, as submitted, is complete and accurate.

1.04 DOCUMENTS REQUIRED

A. Maintain at the site the following record documents to be turned over to Westlands upon request for Substantial Completion:

1. Drawings.

2. Specifications.

3. Change Orders and other modifications to the Contract.

4. Field Instructions and other written instructions from Westlands' Representative.

5. Reviewed shop drawings, product data, and samples.
6. Test reports.
7. Requests for Information.
8. Claims.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 MAINTENANCE OF DOCUMENTS AND SAMPLES
   A. Store record documents and samples in Contractor's field office apart from documents used for construction.
      1. Provide files and racks for storage of documents.
      2. Provide locked cabinets or secure storage space for storage of samples.
   B. File documents and samples in a manner acceptable to Westlands' Representative.
   C. Make documents and samples available at all times for inspection by Westlands' Representative.
   D. Update the document within 24 hours after receiving information that a change has occurred or clarification has been issued.

3.02 MARKING DEVICES
   A. Use marking pens for recording information in the color approved by Westlands' Representative.

3.03 RECORDING
   A. Label each document "AS BUILT PROJECT RECORD" in neat, large printed letters.
   B. Record information concurrently with the construction process.
      1. Do not conceal any work until required information is recorded.
      2. Completely, accurately, and legibly record, to the satisfaction of the Westlands' Representative, all deviations in construction, especially pipe and conduit locations, and any deviations caused by approved changes and/or clarifications to the work.
      3. Use additional copies of prints, if necessary, to insure legible recording of data.
      4. Date all entries.
      5. Call attention to the entry by drawing a "cloud" around the area affected.
      6. In the event of overlapping changes, use different colors for each change.
C. Legibly mark drawings to record actual construction:
   1. Depths of various elements of foundation in relation to finish first floor
datum.
   2. Horizontal and vertical locations of underground utilities and
appurtenances, referenced to permit surface improvements.
   3. Locations of internal utilities and appurtenances concealed in the
construction, referenced to visible and accessible features of the structure.
   4. Field changes of dimension and detail.
   5. Changes made reflecting approved changes to the work.
   6. Details not on original Contract Drawings.

D. Legibly mark each Section of the Specifications to record:
   1. Manufacturer's trade name, catalog number, and supplier of each product
and item of equipment installed.
   2. Changes made reflecting approved changes to the work.

E. Maintain shop drawings as record drawings. Legibly annotate shop drawings to
record changes made after approval.

F. Prior to submitting each request for payment, secure approval from Westlands' Representative of the current status of record documents.

G. Periodic payments or portions thereof to the Contractor may be withheld until Westlands' Representative verifies that all as-built information to date has been properly recorded on project record documents.

3.04 CONVERSION OF COORDINATION DRAWINGS AND SCHEMATIC LAYOUTS

A. The drawings, arrangements of conduits, circuits, piping, ducts, and similar items
are shown schematically and are not intended to portray precise physical layout.
The final physical arrangement is determined by the Contractor, subject to the
approval of the Engineer, and shall be accurately recorded by the Contractor on the
record documents.

B. Show on the job set of record drawings, by dimension accurate to one-inch, the
centerline of each run of all items specified in the preceding paragraph.
   1. Clearly identify the item by accurate note such as "cast iron drain" or
"galvanized flashing", etc.
   2. Show by symbol or note the vertical location of the item ("6 inches below
slab", "in ceiling plenum", "exposed", etc.).
   3. Make identification sufficiently descriptive that it may be related reliably to
the Specifications.

C. Coordinate with the Coordination Drawings.
3.05 FINAL PROJECT RECORD DOCUMENTS

A. At a time nearing Substantial Completion of the work, provide a copy of the job set As-built drawings to the Construction Manager.

B. Obtain approval from the Westlands’ Representative of all data recorded on the As-Built set of prints.

C. Clearly indicate at each affected detail and other drawings a full description of changes made during construction, and the actual location of items as previously specified.

D. "Cloud" all affected areas.

E. Stamp each record drawing with the following information:
   1. Project Record Document.
   2. Prepared by: Contractor's name, permanent address.
   3. Date prepared.
   4. Contractor's signature.

END OF SECTION
SECTION 01782

OPERATION AND MAINTENANCE INFORMATION

PART 1 - GENERAL

1.01 GENERAL

A. Provide Operation and Maintenance (O&M) information for each maintainable piece of equipment, equipment assembly or subassembly, and material provided or modified under this Contract.

1. Provide in the form of an instructional manual for use by Westlands’ personnel.

2. Provide a separate manual for each piece of equipment (i.e., submersible pumps will have a separate manual from vertical turbine pumps). One exception is that O&M Manuals for valves specified in Division 15 may be combined into one manual.

3. O&M Manuals are required for equipment, specialties, electrical, and instruments included in, but not limited to, the following sections:

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>11353</td>
<td>Vertical Turbine Pumps</td>
</tr>
<tr>
<td>15112</td>
<td>Butterfly Valves</td>
</tr>
<tr>
<td>15116.3</td>
<td>Tilting Disc Check Valves</td>
</tr>
<tr>
<td>16010</td>
<td>Electrical General</td>
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<tr>
<td>16010</td>
<td>Low Voltage Switchboard</td>
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<tr>
<td>16010</td>
<td>Panelboard and Power Transformer</td>
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<td>16010</td>
<td>Control Panel</td>
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<td>16010</td>
<td>PLC and OI Hardware</td>
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<td>16010</td>
<td>VFD</td>
</tr>
<tr>
<td>16010</td>
<td>Instrumentation/Field Devices</td>
</tr>
</tbody>
</table>

1.02 REFERENCED SECTIONS

A. The following Sections are referenced in this Section

1. Section 01330 – Submittals

2. Section 01820 – Training

3. Section 01999 – Reference Forms
1.03 SUBMITTALS

A. Submit in accordance with Section 01330.

B. Submit preliminary O&M manuals in electronic format.
   1. Refer to “Format Requirements – Electronic Copies” below.
   2. Include all material in final O&M manual except startup and field testing information.
   3. Engineer and Westlands will review manuals. Make additions and revisions in accordance with review comments.

C. Submit final O&M manuals in hard-copy and in electronic format on CD or DVD.
   1. Include startup and field testing information.
   2. Submit two (2) final hard copy O&M Manuals and one (1) electronic copy on CD or DVD for review. Hard copies will be returned to Contractor.
   3. Provide five (5) approved O&M manuals and two (2) copies on CD or DVD to Westlands.

D. O&M Manuals must be submitted and accepted before on-site training, specified in Section 01820, may start.

E. Submittals that are not fully indexed and tabbed with sequentially numbered pages may be returned without review.

F. Complete and submit O&M Information Transmittal (See Section 01999) with each Manual.

G. Deferred submittal parts, which need not be included with final manuals, but shall be included with approved manuals:
   1. Master Volume Index as specified in Paragraph 2.01
   2. Include test reports as specified in Paragraph 2.05 in final O&M manuals.
   3. Include forms required during startup and training in final O&M manuals.
   4. Include completed Equipment Record Forms with equipment serial numbers, as specified in Paragraph 2.02, in final O&M manuals.

H. Submit data for import in a Computerized Maintenance Management System (CMMS) or in a format requested by Westlands.

PART 2 - PRODUCTS

2.01 GENERAL

A. Each O&M Manual shall provide instructions and procedures for all aspects of equipment installation, operation, and maintenance including: delivery, handling, storage, maintenance during storage, assembly, erection, installation, startup,
adjusting, testing, operating, shutdown, troubleshooting, maintenance, and as may otherwise be required.

B. Organize information in a consistent format under separate headings for each different procedure, with a logical sequence of instructions for each procedure.

C. Where manufacturers’ standard pre-printed manuals are included in O&M Manuals, mark to reflect only the model or series of equipment used on the Project. Neatly cross out non-applicable material.

D. Master Volume Index
   1. Provide a neatly typewritten master index of all O&M manuals.
   2. List each manual as Volume __ of __.
   3. Include a copy of the index at the front of each manual. Clearly call out the manual in the index.

2.02 FORMAT REQUIREMENTS – GENERAL

A. Cover: Provide a cover page that includes the following information:
   1. "OPERATION AND MAINTENANCE MANUAL, VOLUME NO. __ OF __"
   2. Project Name
   3. Westlands Project Number
   4. Specification Number(s)
   5. Equipment Name(s)
   6. Equipment Tag Numbers

B. Title Page: Provide a title page at the front of each Equipment O&M Manual containing the following information:
   1. Westlands Water District and Project Name
   2. Equipment Name
   3. Specification Section
   4. Equipment Tag Numbers
   5. Equipment Model Numbers
   6. Equipment Serial Numbers
   7. Names, addresses, telephone numbers and individuals to contact for the manufacturer, the nearest representative of the manufacturer, and the nearest supplier of the manufacturer’s equipment and parts
   8. Engineer name, address, and telephone number
   9. Contractor, name of responsible principal, address, and telephone number.
   10. Date
C. Table of Contents
1. Number each page of O&M Manuals and provide a typed table of contents with page numbers at the front of each O&M Manual.
2. Divide the O&M Manuals into major sections and subsections, to allow easy location of material. At a minimum, list each major section in the table of contents.
3. Provide a fly sheet for each major section listed in the table of contents, with section title printed on fly sheet.

D. Section 1: Reserve Section 1 of the manual for the following:
1. Equipment Record Forms (Section 01999 and Division 16)
   a. Fill out by machine. Hand entries will not be allowed.
   b. Include all required information. The Equipment Record Form is intended as an easily accessible quick reference for plant operation and maintenance personnel.
   c. Equipment record sheet for electrical/instrumentation equipment shall be as specified in Division 16. Include a complete list of items supplied, including serial numbers, ranges, options, and other pertinent data necessary for ordering replacement parts.
2. Startup forms required by individual specification sections. These may include but are not limited to the following forms in Section 01999:
   a. Equipment Test Report
   b. Manufacturer’s Representative Service Report
   c. Manufacturer’s Installation Certification Form
   d. Manufacturer’s Instruction Certification Form

E. Presentation of Data
1. Include only those sheets that are pertinent to the specific product.
2. Annotate each sheet to:
   a. Clearly identify the specific project or part installed.
   b. Clearly identify the data applicable to the installation.
   c. Cross-out references to inapplicable information.
3. Identify each product by product name and other identifying numbers or symbols as set forth in Contract Documents.
4. Material shall be suitable for reproduction, with quality equal to original. No scanned or faxed copies of standard published manuals and product data available from manufacturers will be allowed.
F. Text
1. Manufacturer’s printed data properly edited for project. Cross out all data that does not apply to the equipment to be furnished. Clearly annotate to identify applicable product, part, or data.
2. All documents shall be machine typed; hand written documents are not acceptable. All documents shall be legible and original size, documents that cannot be read or have been reduced will be returned for correction.

2.03 FORMAT REQUIREMENTS – HARD COPIES

A. Binders
1. Bind Equipment O&M Manuals in heavy duty hard cover three-ring “Slant D” binders with clear vinyl overlay pocket on binder front and spine, Avery Dennison, Heavy Duty, EZD, View Binder or equal.
2. Insert cover page specified above into clear pocket on the front of each binder.
3. Provide with heavy plastic-coated section dividers with numbered plastic index tabs.
4. Include plastic sheet lifters prior to first page and following last page.

B. Spine Label
1. Provide a spine label to be inserted into the clear pocket on the spine of each binder. Include the following information on the spine label:
   a. Equipment Name(s)
   b. Specification Number(s)
   c. Equipment Tag Numbers.
   d. Appendix number and/or volume number

C. Drawings
1. Drawings reduced to 11-inch by 17-inch are acceptable if they are clear and readable, and are neatly and individually double-folded to 8-1/2-inch by 11-inch size. Drawing title shall be visible in lower right hand corner of the original and folded drawing. Reinforce binding edge with clear Mylar strip.
2. Larger drawings or illustrations are acceptable if neatly folded and individually placed in an 8-1/2-inch by 11-inch clear plastic pocket which fits in the binder. Only one drawing or illustration shall be placed in each pocket. Drawing title shall be visible in lower right hand corner of the original and folded drawing.

D. Additional formatting requirements:
1. Paper Size: 8-1/2 inches by 11 inches, except as noted below.
3. Arrange printing so that punched holes do not obliterate data and use hole reinforcements for bound in plan sheets.

2.04 FORMAT REQUIREMENTS - ELECTRONIC COPIES

A. Include all information in the hard-copy Operation and Maintenance Manuals.
B. Insert fly sheets as specified above at the location of tabbed section dividers.
C. Provide as a single, searchable PDF file. Generate PDF files from original documents to enable text searches.
D. The files shall become the property of Westlands for use in training programs and other uses.

2.05 CONTENTS OF MANUALS

A. Product Data
   1. Provide manufacturer’s catalog data indicating equipment and accessories provided for the Project. Include only those sheets that are pertinent to the products supplied and delete references to inapplicable information.
   2. Supplement product data with drawings as necessary to clearly illustrate relations of component parts of equipment and systems.
   3. Provide “As Constructed” submittal shop documents, data sheets, and drawings, including all items in the electrical/instrumentation system as specified in Division 16. Contract documents shall not be used as “As Constructed” drawings.

B. Drawings
   1. Supplement product data with drawings as necessary to clearly illustrate:
      a. Relations of component parts of equipment and systems. Include individual parts list with exploded views for all equipment.
      b. Control and flow diagrams.
   2. Coordinate drawings with information in project contract documents to assure correct illustration of completed installation.

C. Equipment Description
   2. Description: Provide description of unit and component parts functions, normal operating characteristics, and limiting conditions.
      a. Include descriptive bulletins, brochures, or catalog sheets to describe the equipment.
      b. Include performance curves, engineering data, and test results.
D. Procedures
1. Safety Procedures: Manufacturer’s safety procedures for operating and maintaining all equipment and materials used. List personnel hazards and safety precautions for all operating conditions.

2. Shipping and Installation Procedures
   a. Receiving and handling.
   b. Short-term storage, long-term storage and maintenance during storage.
   d. Startup, adjusting and testing.

E. Operating Instructions
1. Provide complete, detailed, written description of the sequence of operations for all operations in all modes. Prepare specifically for this work and reference to control diagrams and system components.
   b. Recommended step-by-step regulation and control instructions for routine operation. Include summer and winter operating instructions as applicable. Include any special operating instructions.

2. Staff Service Requirements: Provide instructions for services to be performed by the staff such as lubrication, adjustments, and inspection.


   a. Provide emergency procedures for equipment malfunctions to permit a short period of continued operation or to shut down the equipment to prevent further damage to systems and equipment.
   b. Include emergency shutdown instructions for fire, explosion, spills, or other foreseeable contingencies.

F. Preventive Maintenance Information
1. Preventive Maintenance Plan and Schedule
   a. Provide manufacturer’s schedule for routine preventive maintenance, inspections, tests, and adjustments required to ensure proper and economical operation and to minimize corrective maintenance and repair.
   b. Provide manufacturer's projection of preventive maintenance man-hours on a daily, weekly, monthly, and annual basis.
2. Lubrication information
   a. Lubrication schedule showing service interval frequency
   b. Table showing recommended lubricants for specific temperature ranges and applications
      1) For each required lubricant, provide a list of acceptable equivalents from at least one different major manufacturer whose products are locally available.
   c. Include a schematic diagram of the equipment showing lubrication points, recommended types and grades of lubricants, and capacities

3. Additional requirements
   a. Include procedures for disassembly, assembly, alignment, adjusting, and checking.
   b. Provide manufacturer’s printed maintenance instructions.
   c. Include illustrations, assembly drawings, and diagrams required for maintenance.

G. Corrective Maintenance Information
   1. Corrective maintenance to include disassembly, repair, overhaul and re-assembly.
   2. Provide manufacturer’s step-by-step trouble shooting and diagnostic procedures to promptly isolate the cause of typical malfunctions. Describe clearly why the checkout is performed and what conditions are to be sought. Identify tests or inspections and test equipment required to determine whether parts and equipment may be reused or require replacement.
   3. Provide manufacturer’s step-by-step procedures and list required tools and supplies for removal, replacement, disassembly, and assembly of components, assemblies, subassemblies, accessories, and attachments. Provide tolerances, dimensions, settings, and adjustments required. Instructions shall include a combination of text and illustrations.
   4. Wiring diagrams and control diagrams shall be point-to-point drawings of wiring and control circuits including factory-field interfaces. Provide a complete and accurate depiction of the actual job-specific wiring and control work. On diagrams, number electrical and electronic wiring and pneumatic control tubing and the terminals for each type identically to actual installation numbering.
   5. Provide manufacturer’s instructions and list tools required to restore product or equipment to proper condition or operating standards.
   6. Provide manufacturer's projection of corrective maintenance man-hours including craft requirements by type of craft.
H. Electrical and Instrumentation Information

1. Electrical & Instrumentation Drawings shall include as-built information per Division 16 for the project. As-built drawings shall be signed and stamped by an electrical engineer registered in the State of California.

2. Complete software ladder logic printouts.

3. Record of all settings or parameters for all programmable devices.

4. At the end of the project these manuals shall be updated to show “as-built” or “as-installed” conditions, including any field changes.

I. Parts Identification

1. Provide full identification and listing of all parts of each component, assembly, subassembly, and accessory.
   a. Identify parts by make, model, serial number, and source of supply to allow reordering without further identification.
   b. Provide clear and legible illustrations, drawings, and exploded views to enable easy identification of the items. When illustrations omit the part numbers and description, both the illustrations and separate listing shall show the index, reference, or key number which will cross reference the illustrated part to the listed part.

2. Include schematic diagrams of all electronic devices. Provide a complete parts list with stock numbers for the components that make up the assembly.

3. Include special hardware requirements, such as requirement to use high-strength bolts and nuts.

4. Include control and flow diagrams and panel wiring diagrams.

5. Coordinate drawings to ensure correct illustration of completed installation.

J. Spare Parts:

1. Provide lists of spare parts and supplies required for maintenance and repair to ensure continued service or operation without unreasonable delays.
   a. Manufacturer’s recommended spare parts list with manufacturer’s current prices.
   b. Include complete nomenclature and commercial numbers of replaceable parts.
   c. List spare parts and supplies that have a long lead-time to obtain.
   d. Provide a table showing the predicted life of parts subject to wear.

2. Include the spare parts list on Equipment Record Forms A and B (Section 01999).

K. Test Data

a. Provide copies of factory test reports as specified in the applicable equipment sections.
b. After field testing is completed, include field test data.
c. Include performance curves and engineering data.

L. Additional Information
1. Provide any information not specified in the preceding paragraphs but pertinent to the maintenance or operation of the product or equipment. Examples include:
   a. Information on test equipment required to perform specified tests and on special tools needed for the operation, maintenance, and repair of components.
   b. Instances that might affect the validity of Warranties or Bonds

2.06 APPENDICES:
A. Submittals
   1. Include a copy of all approved submittals.

B. Warranty Information
   1. List and explain the various warranties and include the servicing and technical precautions prescribed by the manufacturers or contract documents to keep warranties in force.

C. Personnel Training
   1. Provide information available from the manufacturers to use in training designated personnel to operate and maintain the equipment and systems properly.
   2. Refer to Section 01820 for additional training information.

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01810

FACILITY START-UP AND COMMISSIONING

PART 1 - GENERAL

1.01 SECTION INCLUDES
A. Project requirements for Start-up and Commissioning

1.02 DEFINITIONS
A. Start-up: The initial operation of the facility and/or plant, utilizing raw water which the facility has been designed to convey.

B. Commissioning: A confirmation that equipment, systems and facilities operate in accordance with the design intent and satisfy the detailed requirements of the technical specifications. The duration of the commissioning period shall be not less than 7 consecutive days.

1.03 REFERENCED SECTIONS
A. The following Sections are referenced in this Section
   1. Section 01600 – Materials and Equipment
   2. Section 01820 – Training

1.04 SERVICES OF MANUFACTURER
A. Manufacturer's services for inspection, physical checkout, field adjustment, field testing, and start-up shall comply with the requirements of this Section, the requirements of the particular equipment or product technical specifications contained in Divisions 2 through 17, and the requirements of Section 01600.

B. Manufacturer's services for training and instruction of the Owner’s personnel shall comply with the requirements of the particular equipment or product technical specifications contained in Divisions 2 through 17 and Section 01820.

1.05 ROLES AND RESPONSIBILITIES
A. Contractor’s Responsibilities
   1. Review specific start-up plan(s) provided by the Engineer in order to:
      a. Schedule and coordinate with the Engineer for start-up of equipment and systems.
      b. Review procedures for facility start-up.
   2. Review preliminary punch list items with the Engineer 15 days prior to the scheduled start-up; and complete, correct, or resolve at the option of the Engineer, any items which impact or interfere with the facility start-up.
3. Attend meetings related to the review of start-up plan(s).

4. Clarify submittals, testing requirements, schedules, or other items related to the start-up of the equipment and facilities specified and indicated in the Contract Documents.

5. Provide all start-up materials and operating supplies for 30 operating days. Supplies include lubricants, chemicals, gases, and specialized fluids to maintain operation for 30 days.

6. Provide Manufacturer's authorized representatives as required to supervise placing equipment or systems in operation and to provide guidance during the start-up period.

7. Provide to the Engineer a list of 24 hour, "on call" representative supervisory persons who will monitor the facility start-up, and serve as a liaison for the Engineer.

8. Provide the necessary craft or labor assistance full time during the day shift and as required at other times in the event of an emergency requiring immediate attention. An emergency is defined as a failure which precludes the further operation of a critical segment of the Work. The response time shall be not less than four hours from the time of notification.

9. Correct all failures or equipment problems identified during start-up. Repairs deemed the responsibility of the Contractor shall be made at no additional cost to the Owner.

B. The responsibilities of the Owner’s O&M staff during the 7-day facility commissioning period include the following:

1. Provide staff to operate equipment, systems, and facilities requiring start-up.

2. Provide all utilities including power and water.

C. The Westlands’ Representative responsibilities for the facility start-up period include the following:

1. Coordinate the Contractor’s start-up activities with plant operations staff.

2. Verify the results of performance tests and any retesting.

3. Direct the Contractor to repair defective workmanship, materials, and equipment.

1.06 COMMISSIONING

A. The Owner’s Operations and Maintenance staff will initiate the commissioning period and will operate the facility throughout the duration of the commissioning period. All equipment must operate properly and continuously 24 hours per day for the test period. If any item malfunctions during the test, the item shall be repaired and the test restarted at day zero with no credit given for the operating time before the malfunction.
B. The purpose of this 7-day operational demonstration is to:

1. Provide the environment by which the Owner’s O&M staff can place equipment and systems into service.
2. Expose flaws or defects in workmanship, equipment, or materials, not previously discovered that are the responsibility of the Contractor to repair, correct, modify, or replace prior to Final Acceptance.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01820

TRAINING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Requirements for training the Owner’s personnel, by persons retained by the Contractor specifically for the purpose, in the proper operation and maintenance of the equipment and systems installed under this Contract.

B. Coordinate with the equipment suppliers for all training activities and provide additional labor, services, and materials as required to complete training.

1.02 REFERENCED SECTIONS

A. The following Section is referenced in this Section

1. Section 01330 – Submittals

1.03 TRAINING SESSIONS

A. Where required by the detailed specifications, provide on-the-job training of the Owner’s personnel, which will include plant operations personnel, mechanics, electricians, and electronics technicians.

B. The training sessions shall be conducted by qualified, experienced (2 years minimum), manufacturer’s factory-trained representatives (not sales representatives) of the various equipment manufacturers.

C. Include instruction in both equipment operation and preventive maintenance.

D. Field training sessions shall take place at the project site. Classroom training facility will be provided at the site by the Owner.

1.04 TIMING OF TRAINING SESSIONS

A. Conduct training sessions in conjunction with the operational testing and commissioning periods.

B. Operation and maintenance manuals shall be approved and ready for distribution to the Owner’s personnel at least 30 days prior to the date scheduled for the individual training session.

1.05 SUBMITTALS

A. The following information shall constitute the Contractor’s training plan and be submitted to the Engineer in accordance with the provisions of Section 01330.

1. Lesson plans for each training session to be conducted by the Contractor’s representatives. In addition, training manuals, handouts, visual aids, and other reference materials shall be included.
2. Date, time, and subject of each training session and identity and qualifications of individuals to be conducting the training.

3. Training schedule. Concurrent classes will not be allowed.

B. Due to phased testing and start-up activities, Contractor may prepare separate submittals for individual equipment items and systems. The materials shall be reviewed and accepted by the Engineer no later than 3 weeks prior to delivery of the training.

PART 2 - PRODUCTS

2.01 LESSON PLANS

A. Formal written lesson plans shall be prepared for each training session. Lesson plans shall contain an outline of the material to be presented along with a description of visual aids to be utilized during the session.

B. Each lesson plan shall contain a time allocation for each subject.

C. Furnish ten copies of the training manuals, handouts, and reference materials and one copy of necessary visual aids at least 1 week prior to each training session. These materials shall remain the property of the Owner and shall be suitably bound for proper organization and easy reproduction.

2.02 FORMAT AND CONTENT

A. Each training session shall be comprised of time spent both in the classroom and at the specific location of the subject equipment or system.

2.03 VIDEO RECORDING

A. Westlands may record, or retain the services of a commercial video taping service to record, each training session. After taping, the material may be edited and supplemented with professionally produced graphics to provide a permanent record.

PART 3 - EXECUTION

3.01 SCHEDULING TRAINING SESSIONS

A. Classes shall be scheduled such that classroom sessions are interspersed with field instruction in logical sequence. Consolidate short training sessions into combined sessions so that staff time is more efficiently used. The minimum combined session length should be 1.5 to 2 hours. The maximum single or combined session length shall be 4 hours. The Contractor shall arrange to have the training conducted on consecutive days, with no more than 4 hours of classes scheduled for any one day. Contractor shall provide two training sessions on each system, piece of equipment, or “topic”.
B. No training sessions shall be scheduled for Mondays or Fridays. The Contractor shall coordinate the scheduling of training sessions with the operations superintendent.

C. The following services shall be provided for each item of equipment or system. Additional services shall be provided, where specifically required in individual specification sections.

a. At a minimum, classroom equipment training for operations personnel will include:

b. Using slides and drawings, discuss the equipment’s specific location in the plant and an operational overview.

c. Purpose and plant function of the equipment.

d. A working knowledge of the operating theory of the equipment.

e. Start-up, shutdown, normal operation, and emergency operating procedures, including a discussion on system integration and electrical interlocks, if any.

f. Identify and discuss safety items and procedures.

g. Routine preventative maintenance, including specific details on lubrication and maintenance of corrosion protection of the equipment and ancillary components.

h. Operator detection, without test instruments, of specific equipment trouble symptoms.

i. Required equipment exercise procedures and intervals.

j. Routine disassembly and assembly of equipment if applicable (as judged by the City on a case-by-case basis) for purposes such as operator inspection of equipment.

2. At a minimum, hands-on equipment training for operations personnel will include:

a. Identify location of equipment and review the purpose.

b. Identifying piping and flow options.

c. Identifying valves and their purpose.

d. Identifying instrumentation:

   1) Location of primary element.

   2) Location of instrument readout.

   3) Discuss purpose, basic operation, and information interpretation.

e. Discuss, demonstrate, and perform standard operating procedures and round checks.

f. Discuss and perform the preventative maintenance activities.

g. Discuss and perform start-up and shutdown procedures.

h. Perform the required equipment exercise procedures.
i. Perform routine disassembly and assembly of equipment if applicable.

j. Identify and review safety items and perform safety procedures, if feasible.

3. Classroom equipment training for the maintenance and repair personnel will include:

   a. Theory of operation.
   b. Description and function of equipment.
   c. Start-up and shutdown procedures.
   d. Normal and major repair procedures.
   e. Equipment inspection and troubleshooting procedures including the use of applicable test instruments and the “pass” and “no pass” test instrument readings.
   f. Routine and long-term calibration procedures.
   g. Safety procedures.
   h. Preventive maintenance such as lubrication; normal maintenance such as belt, seal, and bearing replacement; and up to major repairs such as replacement of major equipment part(s) with the use of special tools, bridge cranes, welding jigs, etc.

4. Hands-on equipment training for maintenance and repair personnel shall include:

   a. Locate and identify equipment components.
   b. Review the equipment function and theory of operation.
   c. Review normal repair procedures.
   d. Perform start-up and shutdown procedures.
   e. Review and perform the safety procedures.
   f. Perform City approved practice maintenance and repair job(s), including mechanical and electrical adjustments and calibration and troubleshooting equipment problems.
   g. Review and use equipment manufacturers’ manuals in the hands-on training.

END OF SECTION
SECTION 01825
EQUIPMENT AND SYSTEM TESTING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Requirements for the Contractor’s testing of mechanical, electrical, and instrumentation equipment and systems provided under this Contract.

B. The requirements contained in this Section supplement, but do not supersede, specific testing requirements found elsewhere in the Contract Documents.

1.02 REFERENCED SECTIONS

A. The following Sections are referenced in this Section

1. Section 01330 – Submittals

2. Section 01999 – Reference Forms

1.03 COORDINATION

A. Coordinate with the equipment suppliers for functional and performance testing and facility startup. Minimum levels of on-site installation and testing assistance required of the equipment suppliers is described in separate Sections.

B. Coordinate the activities of subcontractors and equipment suppliers to implement the requirements of this Section.

1.04 SUBMITTALS

A. Prepare and submit in accordance with Section 01330.

B. Independent Testing Labs: When testing by an independent laboratory is specified, provide credentials and certifications to demonstrate capabilities.

C. Test Instruments Calibration: Certification that test instruments used in the testing procedure have been calibrated to an acceptable and recognized standard.

D. Testing Schedule: For each piece of equipment or system, provide a testing schedule and updates as appropriate. Submit at least 20 working days prior to the scheduled start of testing. Confirm the test schedule, or provide an updated schedule 4 days prior to the start of testing.

E. Testing Plan: Describe step by step procedure that will be utilized to systematically test equipment and systems.

F. Test Results:

1. Factory Test Results: Results of equipment tests performed by the equipment supplier at the point of manufacture and prior to shipping the equipment to the site.
2. Results of the Pre-Operational Test.
3. Results of the Functional Test.
4. Results of the Operational and Performance Tests.

G. Testing Form
1. Section 01999 contains a sample Instrumentation Data and Calibration Record Test Form showing the format and level of detail required for the documentation forms.

H. Manufacturer’s Field Certification
1. Submit a Manufacturer’s Installation Certification Form after the manufacturer’s Field Representative has completed the specified field services and testing. Submit the certification prior to Manufacturer's Representative leaving the plant site.

1.05 DOCUMENTATION REQUIREMENTS
A. Develop and implement a records keeping system to document compliance with the requirements of this Section.
B. Document date of test, equipment number or system name, nature of test (performance or operational), test objectives, test results and test instruments used during the test. Provide signature spaces for the Engineer and the Contractor.

1.06 TEST PLANS
A. Develop test plans in cooperation with the equipment suppliers detailing the coordinated, systematic testing of each item of equipment and system provided under this Contract.
B. Make test plans specific to the item of equipment or system to be tested. Identify by specific equipment or tag number each device or control station to be manipulated, observed or tested during the test procedure and the specific results to be observed or obtained.
C. Identify the responsibility of subcontractors and suppliers who will participate in the tests and list the names of manufacturers’ representatives to be present during the duration of the test.
D. Provide step-by-step procedures for testing control and electrical circuits to affirm that the circuit is properly identified and connected to the proper device.
E. Undertake performance tests in a manner that will duplicate the actual operating conditions that will be encountered.

1.07 TESTING SCHEDULE
A. Prepare a testing schedule setting forth the sequence contemplated for performing the test work. Identify the contemplated start date, duration of the test and completion of each test.
1.08 TEST RESULTS

A. Test results shall be within the tolerances set forth in the detailed specification sections of the Contract Documents. If no tolerances have been specified, test results shall conform to tolerances established by recognized industry practice.

B. Retesting: If any portion of the work should fail to fulfill the Contract requirements and is adjusted, altered, renewed, or replaced, tests on that portion, together with all other portions of the work as are affected thereby, shall be repeated within reasonable time and in accordance with the specified conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

A. The objective of the testing program is to demonstrate, to the Engineer’s complete satisfaction, that the systems and equipment provided under this Contract meet the specified performance requirements.

B. Testing program also provides a base-line operating condition for the Owner to use in a preventative maintenance program.

C. Testing sequence consists of Pre-Operational Checkout, Functional Tests, Performance Testing and Operational Testing. These tests are required regardless of whether Factory Tests were conducted on the same piece of equipment or system.

D. Each item of mechanical, electrical, and instrumentation equipment installed under this Contract shall be tested by the Contractor to demonstrate compliance with the performance requirements of this project.

E. Provide labor, outside services, materials, test equipment and other items required to complete the specified testing and startup requirements. Furnish power, water chemicals, fuel, oil, grease and other materials needed to conduct the specified tests.

F. Install temporary valves, gauges, piping and other materials required to conduct the specified tests.

3.02 PRE-OPERATIONAL CHECKOUT

A. Pre-Operational Checkout shall be undertaken by the manufacturer’s field representative.

B. Pre-Operational Checkout includes basic checks of the equipment installation prior to starting the equipment to determine if the equipment and related components have been correctly installed and is ready for starting.

C. Pre-Operational Checkout includes the following:

1. Alignment of equipment, shafts and shaft couplings, drives, belts and pulleys.
2. Filling and checking lubrication reservoirs.
3. Checking shaft seals, packing and seal lubrication system.
4. Manufacturer’s recommendations for pre-start preparation.
5. Proper motor rotation
6. Circuit continuity testing, electrical testing, and instrumentation and control system testing in accordance with the requirements of Division 16.
7. Demonstrate operational controls function as intended.
8. Calibration and adjustment of electrical and instrumentation devices.

D. Verify tanks, pipes, conduits, vessels and equipment are clean and free of debris that may interfere with the testing or operation of the equipment. Remove debris prior to start of testing.

E. Following completion of the Pre-Operational Checkout, the manufacturer’s field representative shall complete and sign a field certification form and submit to the Engineer.

3.03 FUNCTIONAL TESTS

A. After successful completion of the Pre-Operational Checkout, start individual items of equipment and systems and operate under simulated operating conditions to determine as nearly as possible whether the equipment and systems meet the requirements of these specifications.

B. Operate the equipment for a sufficient period of time to determine machine operating and characteristics, including noise, temperatures and vibration; to observe and document performance characteristics; and to permit initial adjustment of operating controls.

C. Obtain baseline operating data on all equipment with motors greater than 10 horsepower to include amperage draw, bearing temperatures, and vibration as required. This baseline data will be collected for the Owner to enter in their preventive maintenance system.

D. Post-Test Inspection: When Functional Tests have been completed, recheck equipment for proper alignment, unacceptably loose connections, unusual movement, or other indications of improper operating characteristics. Correct any deficiencies to the satisfaction of the Engineer.

E. Machines or devices which exhibit unusual or unacceptable operating characteristics shall be disassembled and inspected. Repair any defects found during the course of the inspection and identify and correct the cause of such defect. Replace specific parts, or the entire equipment item, to the complete satisfaction of the Engineer at no cost to the Owner.

3.04 OPERATIONAL AND PERFORMANCE TESTS

A. After successfully completing functional tests, conduct an operational test of each system to verify correct operation. During the operational test, conduct
performance testing to verify that the system complies with the performance requirements contained in the individual equipment specifications.

B. Owner’s operating personnel will fill process units and process systems with water and other process fluids to allow the Contractor to conduct the operational tests.

C. Upon completion of the filling operations, operate all parts of each system for a continuous, uninterrupted period of not less than 8 hours. During this period, the Contractor and shall undertake performance testing and shall monitor the characteristics of each machine according to manufacturer information and specifications and report any unusual conditions to the Engineer.

D. Undertake performance tests of mechanical, electrical, HVAC, and instrumentation equipment and systems to demonstrate and confirm compliance with the performance requirements specified in the individual equipment specifications.

E. Should the operational testing be halted for any reason related to the facilities constructed or the equipment furnished under this Contract, the operational testing program shall be repeated until the specified continuous period has been accomplished without interruption.

F. Following successful completion of the Operational Test, commissioning of the system may begin.

END OF SECTION
SECTION 01910
HAZARDOUS MATERIAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES
A. Procedures required when encountering hazardous materials at the Work site.
B. Hazardous materials are those defined by the State of California Health and Safety Code, Section 25117.

1.02 REFERENCED SECTIONS
A. This following Sections are referenced in this Section
   1. Section 00700 – General Conditions
   2. Section 01330 - Submittals

1.03 REFERENCES
A. California Health and Safety Code, Section 25117.
B. State of California Code of Regulations (CCR).
   1. Title 8. Industrial Relations.
      a. Division 1. Department of Industrial Relations.
   2. Title 22. Social Security
   1. 29 CFR 1910.1000.
D. Steel Structure Painting Council:
1.04 SUBMITTALS
A. Comply with Section 01330.
B. Submit laboratory reports, hazardous material removal plans, and certifications.

1.05 ASBESTOS MATERIALS
A. It is the specific intent of these Contract Documents to exclude from the Work any and all products or materials containing asbestos. No new products containing asbestos shall be incorporated in the Work.

1.06 POLYCHLORINATED BIPHENYL (PCB) MATERIALS
A. It is the specific intent of these Contract Documents to exclude from the Work any and all products or materials containing PCB. No new products containing PCBs shall be incorporated in the Work.
B. PCBs and PCB contaminated equipment shall be removed, packaged, shipped and disposed of in accordance with all State and Federal regulations. Obtain the services of a firm licensed and regularly engaged in the removal of PCBs and PCB contaminated equipment. The firm shall be licensed in the State or States in which the contaminated material is handled, shipped and disposed. Pay all fees associated with the removal of the contaminated material and equipment and provide documentation showing acceptable disposal.
C. Should the Contractor discover PCB contaminated equipment that was not identified, the Contractor shall follow the procedures specified in this Section immediately.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 HAZARDOUS MATERIALS PROCEDURES
A. When Hazardous Materials Including Contaminated Soil Have Been Found:
   1. Prepare and initiate implementation of plan of action.
   2. Notify immediately Construction Manager, and other affected persons.
   3. Notify such agencies as are required to be notified by Laws and Regulations with the times stipulated by such Laws and Regulations.
   4. Designate a Certified Industrial Hygienist to issue pertinent instructions and recommendations for protection of workers and other affected persons' health and safety.
   5. Identify and contact subcontractors and licensed personnel qualified to undertake storage, removal, transportation, disposal, and other remedial work required by, and in accordance with laws and regulations.
B. Forward to Construction Manager, copies of reports, permits, receipts, and other documentation related to remedial work.

C. Assume responsibility for worker health and safety, including health and safety of Subcontractors and their workers.
   1. Instruct workers on recognition and reporting of materials that may be hazardous.

D. File requests for adjustments to Contract Times and Contract Price due to the finding of Hazardous Materials in the Work site in accordance with Articles 7 and 9 of Section 00700.
   1. Minimize delays by continuing performance of the Work in areas not affected by hazardous materials operations.

END OF SECTION
SECTION 01999

REFERENCE FORMS

The forms listed below and included in this section are referenced from other sections of the project manual. Contractor may submit equivalent forms for Owner’s approval prior to use. If Owner does not approve substitute form, Contractor must use forms found in this Section. Owner will provide Contractor electronic files of prescribed forms upon request.

<table>
<thead>
<tr>
<th>Title of Form</th>
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<tbody>
<tr>
<td>CAD Waiver</td>
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<tr>
<td>Certificate of Substantial Completion</td>
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<tr>
<td>Construction Change Directive (CCD)</td>
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<tr>
<td>Contract Change Order</td>
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<tr>
<td>Contractor’s Application and Certificate for Payment</td>
</tr>
<tr>
<td>Contractor’s Cost Breakdown Worksheet</td>
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<tr>
<td>Daily Extra Work Report</td>
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<tr>
<td>Equipment Record Form - A</td>
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<td>Equipment Record Form - B</td>
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<tr>
<td>Equipment Test Report</td>
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<tr>
<td>Extended Warranty Form</td>
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<tr>
<td>Field Directive</td>
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<tr>
<td>Field Order Force Account Work</td>
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<tr>
<td>Instrumentation Data and Calibration Record Test Form</td>
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<tr>
<td>Manufacturer’s Installation Certification Form</td>
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<td>Manufacturer’s Instruction Certification Form</td>
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<td>Manufacturer’s Representative Service Report</td>
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<td>Motor Data Form</td>
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<tr>
<td>Operating and Maintenance Information Transmittal</td>
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<tr>
<td>Pipe Test Record Form</td>
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<tr>
<td>Proposed Change Order</td>
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<tr>
<td>Proposed “Or Equal” Substitution Transmittal</td>
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<tr>
<td>Request for Information (RFI)</td>
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<tr>
<td>Startup and Performance Evaluation Form</td>
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<tr>
<td>Submittal Transmittal</td>
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<tr>
<td>Summary of Solid Waste Disposal and Diversion Form</td>
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<tr>
<td>System Outage Request (SOR)</td>
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<tr>
<td>Training Certification Form</td>
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<tr>
<td>Unit Responsibility Certificate</td>
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<tr>
<td>Warranty Form</td>
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</table>
CAD WAIVER

Date: __________________________

From  Contractor Name
      __________________________
      __________________________

To:   Owner Name
      __________________________
      __________________________

The undersigned agrees to the terms of this CAD Waiver as a condition for receiving the Plans of Full Name of Project hereafter referred to as Project, in electronic form on a CD-ROM or thumb drive.

Contractor Name, hereafter referred to as Contractor, acknowledges that anomalies and errors can be introduced into CAD Files when they are transferred or used in an incompatible computer environment. Contractor further acknowledges that differences can exist between the data in CAD Files and the information contained in hard copy Plans (which are the drawings, sketches, and other graphic materials contained within the Project.

Plans, issued to date to the Contractor printed from such CAD Files. Contractor's use of CAD Files will be solely at Contractor's risk. Contractor hereby releases the Owner, and Design Consultant as designated in the Contract Documents of the subject Project, from any damages or losses of any kind, including, but not limited to, damages or losses to property or persons (including death), economic losses, delays, contract cost increases, and any consequential, special, indirect or incidental damages, resulting from the transfer or use of the CAD Files, except for damages or losses caused by the Owner's sole negligence or willful misconduct.

Contractor's use of the CAD Files is limited to the Project.

Contractor agrees that the CAD Files will not be used for any other purpose. Contractor agrees not to reproduce, distribute, disclose, modify, transfer, or assign the CAD Files.

The CAD Files represent instruments of professional service and shall remain the Owner's property. Owner shall be deemed the owner of the CAD Files and shall retain all proprietary rights, including copyrights, embodied therein. The Design Consultant remains responsible for the design to the extent allowed by the Business and Professions Code. The Owner provides the CAD Files "as is" and makes no representations or warranties, express or implied, of merchantability, adequacy, completeness or sufficiency, or any results intended to be achieved as to its use.

Any discrepancy between the electronic files and the hard copy Plans shall be determined in favor of the hard copy Plans provided as per the Contract Documents.
Contractor agrees to defend, indemnify, and hold the Owner and Design Consultant harmless from any claims, suits, or losses (including reasonable attorney's fees and all legal expenses) arising out of or in any way related to the Contractor's use of the CAD Files.

Contractor shall not transfer the CAD Files, any derivative of the CAD Files, or any copy of the CAD Files in any form to a third party without obtaining written consent of the Owner. If the Contractor fails to perform or observe any of the terms hereunder, the Owner may terminate Contractor's use of the CAD Files, among other remedies.

Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, the prevailing party in such a proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney's fees which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose.

This Agreement shall be governed by the laws of the State of California.

The signatures below indicate acceptance to the terms stated above.

<table>
<thead>
<tr>
<th>Name of Contractor</th>
<th>Name of Owner</th>
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<tbody>
<tr>
<td>By:</td>
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CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER: 

Project Name: 

Owner's Contract Number 

CONTRACTOR 

Contract for Construction of 

Project or Specified Part Shall Include 

Contract Date 

The Work performed under this Contract has been inspected by authorized representatives of the OWNER, CONTRACTOR, and ENGINEER, and the Project (or specified part of the Project, as indicated above) is hereby accepted by the OWNER and declared to be substantially completed on the above date.

1) Final completion of the Work shall be the date of such acceptance of the Work by the OWNER.

2) Final completion shall mean full performance of the Contract requirements.

A list of all items remaining to be completed or corrected has been sent to the CONTRACTOR in the OWNER’s letter dated ________________. All such work shall be completed or corrected to the satisfaction of the OWNER prior to the release of the CONTRACTOR’s retention and within 30 calendar days following the date of the Notice of Substantial Completion.

ENGINEER

_________________________________________  __________________________
(Signature)                                  (Date)

The CONTRACTOR hereby accepts the above Notice of Substantial Completion and agrees to complete and correct all of the items as outlined in the OWNER’s letter to the CONTRACTOR dated __________.

CONTRACTOR

_________________________________________  __________________________
(Signature)                                  (Date)

The OWNER accepts the project or specified area of the project as substantially completed and will assume full possession of the Project or specified area of the Project at (time and date). The responsibility for heat, utilities, security, and insurance under the Contract Documents will be assumed by the OWNER after that date.

OWNER

_________________________________________  __________________________
(Signature)                                  (Date)
CONSTRUCTION CHANGE DIRECTIVE (CCD)

DATE: ______________________________  CCD NO.: ______________________________

OWNER: _____________________________________________________________________

PROJECT: ___________________________________________________________________

When signed by the Owner, this document becomes effective immediately and the Contractor shall proceed with the change(s) described below. The Contractor is hereby directed to make the following change(s) to the Work of the Contract: (Reference attachments by name and date)

PROPOSED ADJUSTMENTS
1. The proposed basis of adjustment to the Contract Sum is:
   - [ ] A Lump Sum adjustment of: ________________________________
   - [ ] A Unit Price adjustment of: ________________________________ per ________________________________
   - [ ] Actual costs as documented and approved per the Contract.
   - [ ] Other method as provided below: (Insert terms of the basis of adjustment or reference attachment by name and date)

   - [ ] Unilateral determination by Owner.
   - [ ] NO CHANGE

2. The proposed adjustment to the Contract Time is:
   - [ ] NO CHANGE
   - [ ] An increase of _______ calendar days
   - [ ] A decrease of _______ calendar days

PREPARED BY:

(Print or Type Name of Construction Manager) ________________________________ (Signature) ________________________________ (Date) ________________________________

WORK AUTHORIZED BY:

(Print or Type Name / Agency) ________________________________ (Signature) ________________________________ (Date) ________________________________

DIRECTIVE ACCEPTED BY:
Signature by the Contractor indicates the Contractor’s full and complete agreement with the proposed basis of adjustment in the Contract Sum and Time set forth in this Construction Change Directive. Change Directives accepted by the Contractor shall be incorporated into a Change Order without further adjustment.

(Print or Type Name of Contractor) ________________________________ (Signature) ________________________________ (Date) ________________________________

Page 1 of 1
Construction Change Directive
CONTRACT CHANGE ORDER

CHANGE ORDER NO: ______________________ DATE: ______________________

CONTRACT FOR: ______________________

OWNER: ______________________

TO: ______________________

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

<table>
<thead>
<tr>
<th>Description of Changes</th>
<th>DECREASE in Contract Price</th>
<th>INCREASE in Contract Price</th>
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<tbody>
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</table>

NET CHANGE IN CONTRACT PRICE $ $

JUSTIFICATION:

CHANGE TO CONTRACT PRICE

Original Contract Price: $ $

Current Contract Price, as adjusted by previous change orders: $ $

The Contract Price due to this Change Order will be increased or (decreased) by $ $

The new Contract Price due to this Change Order will be: $ $

The Contract Period Provided for Completion will be ☐ Increased ☐ Decreased) ☐ Unchanged: ________ Days.
Acceptance of this Change Order constitutes an agreement between the Owner and Contractor, and the work is to be performed subject to the same terms and conditions as are contained in the original Contract with Contractor and for work on the above-mentioned project.

Acceptance of this Change Order constitutes acceptance of the Change Order as full and complete satisfaction of any direct or indirect additional costs incurred by Contractor in connection with performance of the change work.

It is understood that the work shall be performed in accordance with the revised Plans and Specifications enumerated above or in accordance with the original Plans and Specifications supplemented by the instructions stated herein.

**APPROVALS REQUIRED**: To be effective this order must be approved by Westlands Water District if it changes the scope or objective of the project, or as may otherwise be required by the Contract Documents.

<table>
<thead>
<tr>
<th>ACCEPTED BY:</th>
<th>RECOMMENDED BY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner:</td>
<td>CM/Engineer:</td>
</tr>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
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<tr>
<td>Date:</td>
<td>Date:</td>
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<table>
<thead>
<tr>
<th>Owner:</th>
<th>Contractor:</th>
<th>CM/Engineer:</th>
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</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
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<tr>
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<td>Date:</td>
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</table>
Contractor’s Application and Certificate For Payment

Application Period: ____________________________ For the Period ____________________________

To (Owner): ____________________________ From (Contractor): ____________________________

Project Name: ____________________________ Address ____________________________

City, State & Zip ____________________________ ____________________________

Owner’s Contract No.: ____________________________ ____________________________

Change Order Summary

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<th>Number</th>
<th>Additions</th>
<th>Deductions</th>
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</table>

TOTALS $0.00 $0.00

CONTRACTOR’S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of Work, materials and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lie Payment of encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: ____________________________

Title: ____________________________ Date: ____________________________

APPLICATION IS MADE FOR PAYMENT AS SHOWN BELOW. THE PRESENT STATUS OF THIS CONTRACT IS AS FOLLOWS:

A. ORIGINAL CONTRACT SUM…………………………………… $0.00

B. Net change by Change Orders……………………………….. $0.00

C. CURRENT CONTRACT PRICE…………………………………… $0.00

D. TOTAL COMPLETED AND STORED TO DATE…………………… $0.00

   (Column F Progress Estimate)

   WITHHELD AMOUNTS

E. Retainage - % of Work Completed……………………………… $0.00

F. Liquidate Damages……………………………………………… $0.00

G. Other……………………………………………………………… $0.00

H. SUBTOTAL-WITHHELD………………………………………… $0.00

I. TOTAL REQUESTED THIS APPLICATION……………………… $0.00

J. BALANCE TO FINISH, PLUS WITHHELDS……………………… $0.00

Payment of: $ ____________________________

   (Line I or other - attach explanation of other amount)

is recommended by: ____________________________ (Construction Manager) ____________________________ (Date)

Payment of: $ ____________________________

   (Line I or other - attach explanation of other amount)

is approved by: ____________________________ (Owner) ____________________________ (Date)

Page 1 of 2
<table>
<thead>
<tr>
<th>Specification Section No.</th>
<th>Item Description</th>
<th>Scheduled Value</th>
<th>Work Completed</th>
<th>% Balance to Finish</th>
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<tr>
<td>XXXXXX</td>
<td>Item Description</td>
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<th>Application Number:</th>
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<tbody>
<tr>
<td>Contractor:</td>
<td>Application Period:</td>
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<tr>
<td>From:</td>
<td>To:</td>
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</table>

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
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<tbody>
<tr>
<td>Specification Section No.</td>
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<td>Scheduled Value</td>
<td>From Previous Application (C+D)</td>
<td>This Period</td>
<td>Materials Presently Stored (not in C or D)</td>
<td>Total Completed and Stored to Date (C+D+E)</td>
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<thead>
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<th>Work Completed:</th>
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<tr>
<td>$0.00</td>
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## CONTRACTOR'S COST BREAKDOWN WORKSHEET

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<th>Qty</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Labor</th>
<th>Unit Cost</th>
<th>Equip</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Material</th>
<th>Subs or Services</th>
<th>Total Cost</th>
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</tbody>
</table>

**Mark-up Subtotal**

| Labor & Material Mark-up @ 25% | 0 | 0 | 0 | 0 |
| Equipment Mark-up @ 15% | 0 | 0 | 0 | 0 |
| Material Mark-up @ 15% | 0 | 0 | 0 | 0 |
| Subs/Special Services Mark-up @ 5% | 0 | 0 | 0 | 0 |

**Mark-up Subtotal**

| Bond/Builder’s Risk Insurance (≤2%) | 0 | 0 | 0 | 0 |

**TOTAL**

| Bond/Builder’s Risk Insurance (≤2%) | 0 | 0 | 0 | 0 |
**Daily Extra Work Report**

<table>
<thead>
<tr>
<th>Equipment*</th>
<th>Hours</th>
<th>Hourly Rate</th>
<th>Delay Factor</th>
<th>Extended Amounts</th>
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<tbody>
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<td></td>
<td></td>
<td>Reg</td>
</tr>
<tr>
<td><strong>Total Cost of Equipment - Regular Hours</strong></td>
<td><strong>B.</strong></td>
<td>$0.00</td>
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</table>

<table>
<thead>
<tr>
<th>Labor*</th>
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<th>Hourly Rate</th>
<th>Extended Amounts</th>
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<tr>
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**Material and/or Work done by Others**

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<th>Description</th>
<th>No. Units</th>
<th>Unit Cost</th>
<th>Extended Amounts</th>
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<table>
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<th>Description</th>
<th>Ltr.</th>
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<tbody>
<tr>
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<td>B.</td>
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<tr>
<td>C.</td>
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</table>

**Total Cost of Materials and Work - Regular Hours**

| C. | $0.00 | Total This Report | $0.00 |

---

* Includes Equipment and Labor of Subcontractors and Owner-Operators.

** Section is used to report work for which labor rates as described in the specifications are unavailable.

---

1. List Model, Code & Description of Equipment as it appears in the equipment rental rates booklet published by Caltrans.
2. List labor as it appears in the labor rate breakdown as described in the specifications.
3. Attach photocopies of applicable labor rate breakdown and equipment rental sheets.
4. List operator on same line as equipment.

---

Contractor's Authorized Field Representative

Owner's Field Representative

Receipt does not constitute acceptability for payment or acceptance of "Extra Work" status for work.
EQUIPMENT RECORD FORM A (Electrical or Motorized Mechanical Equipment):

<table>
<thead>
<tr>
<th>Equip. Description:</th>
<th>Equip. Loc.:</th>
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</thead>
<tbody>
<tr>
<td>Mfg. No.</td>
<td>Mfg. Contact</td>
</tr>
<tr>
<td>Mfg. Address:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Vendor:</td>
<td>Vendor Contact:</td>
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<tr>
<td>Vendor Address:</td>
<td>Phone:</td>
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</table>

MAINTENANCE REQUIREMENTS

<table>
<thead>
<tr>
<th></th>
<th>D</th>
<th>W</th>
<th>M</th>
<th>Q</th>
<th>S</th>
<th>A</th>
<th>Hours</th>
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</table>

Lubricants: Recommended

Alternative:

Misc. Notes:

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<th>Recommended Spare Parts</th>
<th>Electrical Nameplate Data</th>
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<td>NEMA DES</td>
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<td>Part No.</td>
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<td>Code</td>
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<tr>
<td>NEMA DES</td>
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EQUIPMENT RECORD FORM B (Electrical or Non-Motorized Mechanical Equipment):

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<th>Equip. Loc.:</th>
</tr>
</thead>
<tbody>
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<td>Mfgr.:</td>
<td>Mfgr. Contact</td>
</tr>
<tr>
<td>Mfgr. Address:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Vendor:</td>
<td>Vendor Contact:</td>
</tr>
<tr>
<td>Vendor Address:</td>
<td>Phone:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>MAINTENANCE REQUIREMENTS</th>
<th>D</th>
<th>W</th>
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</table>

Page 1 of 1
Equipment Record Form B
(THIS PAGE LEFT BLANK INTENTIONALLY)
EQUIPMENT TEST REPORT

NOTE:
This example equipment test report is provided for the benefit of the Supplier and is not specific to any piece of equipment to be installed as a part of this project. The example is furnished as a means of illustrating the level of detail required for the preparation of equipment test report forms for this project.

<table>
<thead>
<tr>
<th></th>
<th>Supplier</th>
<th>Engineer</th>
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**Project:**

**Owner**

**Contractor:**

**Supplier:**

**Equipment Name:**

**Equipment Number:**

**Specification Ref:**

## PRE-OPERATIONAL CHECKLIST

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<tr>
<th></th>
<th>Supplier</th>
<th>Engineer</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td>Verified</td>
<td>Date</td>
</tr>
</tbody>
</table>

**Mechanical**

- Lubrication
- Alignment
- Anchor bolts
- Pump/mechanical equipment vibration testing
- Seal water system operational
- Equipment rotates freely
- Safety guards
- Valves operational
- O&M manual information complete
- Supplier’s installation certificate complete

**Electrical (Circuit ring-out and high-pot tests)**

- Circuits:
  - Power to MCC
  - Control to HOA

---

Page 1 of 4
Equipment Test Report
<table>
<thead>
<tr>
<th>Supplier Verified</th>
<th>Supplier Date</th>
<th>Engineer Verified</th>
<th>Engineer Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicators at MCC:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red (running)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Green (power)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amber (auto)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indicators at local control panel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wiring labels complete</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nameplates:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MCC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control station</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control panel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical equipment grounding verification</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment bumped for rotation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Piping Systems</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cleaned and flushed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discharge</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pressure tests</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary piping screens in place</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thrust restraint and pipe supports in place</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Instrumentation and Controls</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flow meter ________ calibration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calibration Report No.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flow recorder______ calibrated against transmitter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VFD speed indicator calibrated against independent reference</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discharge overpressure shutdown switch calibration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Simulate discharge overpressure shutdown</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I/C equipment grounding verification</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## FUNCTIONAL TESTS

<table>
<thead>
<tr>
<th>Supplier</th>
<th>Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Verified</td>
<td>Date</td>
</tr>
<tr>
<td>Verified</td>
<td>Date</td>
</tr>
</tbody>
</table>

### Mechanical

<table>
<thead>
<tr>
<th>Motor operation temperature satisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pump operation temperature satisfactory</td>
</tr>
<tr>
<td>Unusual noise, <em>etc.</em>?</td>
</tr>
<tr>
<td>Pump operation: gpm/ psig</td>
</tr>
<tr>
<td>Pump Measurement:</td>
</tr>
<tr>
<td>Flow/Pressure</td>
</tr>
<tr>
<td>Test gage number</td>
</tr>
<tr>
<td>Alignment hot</td>
</tr>
<tr>
<td>Doweled in</td>
</tr>
<tr>
<td>Pump/mechanical equipment vibration testing</td>
</tr>
</tbody>
</table>

**Remarks:**

### Electrical

<table>
<thead>
<tr>
<th>Local switch function:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Runs in <em>HAND</em></td>
</tr>
<tr>
<td>No control power in <em>OFF</em></td>
</tr>
<tr>
<td>Timer control in <em>AUTO</em></td>
</tr>
<tr>
<td>Overpressure protection switch PS2502C functional in both <em>HAND</em> and <em>AUTO</em></td>
</tr>
<tr>
<td>Overpressure protection switch PS2502C set at 75 psig</td>
</tr>
<tr>
<td>PLC 2500 set at 24 hr cycle, 25 min <em>ON</em></td>
</tr>
<tr>
<td>Motor amperage draw test</td>
</tr>
</tbody>
</table>
## OPERATIONAL TEST

<table>
<thead>
<tr>
<th>Supplier Verified</th>
<th>Engineer Verified</th>
<th>Date</th>
<th>Date</th>
</tr>
</thead>
</table>

48-hour continuous test:
- pump cycles as specified
- indicators functional
- controls functional
- pump maintains capacity
- overpressure protection remains functional
- hour meter functional

---

**RECOMMENDED FOR BENEFICIAL OCCUPANCY**

---

**ACCEPTED FOR BENEFICIAL OCCUPANCY**

---

Owner’s Representative | Date
EXTENDED WARRANTY FORM
(For Equipment, Material, Process)

Extended Warranty For: ___________________________  Product Name ______________________________________
Specification Section No. ____________________________________________________________
Product Manufacturer _______________________________________________________________
Project: __________________________________________________________
Location: ________________________________________________________________

We hereby guarantee the Product Name that we have constructed for a period of # of Years (#) year(s), as specified in the Section noted above, from Date, the date of acceptance of the work/substantial completion and the assumption of occupancy and beneficial use by the Name of Owner.

The following are excluded from the provisions of this warranty:

We agree that if any of the equipment, material, or process designated for Product Name should fail due to any reason other than improper maintenance or improper operation, or should any portion of the work fail to fulfill any of the requirements of the Specifications, we will, within ten days after written notice of such defects, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified, or should exigent circumstances require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize the Name of Owner to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefor upon demand.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Documents and by law.

Manufacturer: ___________________________  Contractor: ___________________________
Signed: ___________________________  Signed: ___________________________
Title: ___________________________  Title: ___________________________
Date: ___________________________  Date: ___________________________
Phone: ___________________________  Phone: ___________________________
E-mail: ___________________________  E-mail: ___________________________
FIELD DIRECTIVE

No. ____________________

Date of Issuance: ____________________ Effective Date: ____________________

Project: ____________________

Owner: ____________________ Owner’s Contract No.: ________________

Contractor: ____________________

Attention:

You are hereby directed to promptly execute this Field Directive issued in accordance with Section 00700-4.06- FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES, for changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Construction Manager immediately and before proceeding with this Work. Any modifications, including a change to the contract price or contract requirements shall be covered by a formal Change Order executed by Owner and Contractor.

Reference: ____________________

Specification Section(s)/RFI # ____________________ Drawing(s) / Detail(s)

Description:

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

Refer to Drawing Sheets: ____________________ Section or Detail: ____________________

Refer to Specification Paragraphs: ____________________

Will additional drawings be necessary?  □ Yes  □ No

Attachments:

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

Receipt Acknowledged by (Contractor):

Issued by: ____________________

Construction Manager

________________________  ____________________

Signature  Date:

Copy to Owner
FIELD ORDER

Field Order No: __________________________________________ Date: __________________________

To Contractor: __________________________________________

Project No.: ____________________________________________ Contract Days Changed ☐ Yes

Project Name: ____________________________________________ ☐ No

Location: ________________________________________________ ☐ To be determined

You are authorized to proceed with the following work:

________________________________________________________________________________________

Justification:

________________________________________________________________________________________

Cost Basis: $ __________________________

Time and Material
Not to Exceed Estimate

Contractor to submit.

Recommended by: __________________________ DATE: ________________

Construction Manager

Approval By: __________________________ DATE: ________________

Owner

Accepted By: __________________________ DATE: ________________

Contractor

Field Work Orders will be converted to a Change Order within thirty (30) days of the Owner’s approval. Maximum amount for any one Field Work Order shall conform to the Owner’s policy guidelines. All costs incurred by Contractor resulting from this Field Order will be determined in accordance with Section 000700-Article 9 – CHANGES AND CLAIMS.

Contractor must submit Daily Extra Work Reports to the Construction Manager no later than the working day following the performance of said work. See Section 00700-9.07C – FORCE ACCOUNT.
INSTRUMENTATION DATA AND CALIBRATION RECORD TEST FORM

Component Description: ____________________________
Component Tag Name: ____________________________

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Site</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Model</th>
<th>Serial #</th>
</tr>
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<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Range</th>
<th>Unit</th>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Indicator Range</th>
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<tbody>
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</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Input Range</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Output Range</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

General Notes:
1) Attach Calibration Curves for dp Flowmeters
2) Include mounting elevations for level Instruments
3) All entries within solid box to be typed in prior to start of test

<table>
<thead>
<tr>
<th>Designed Calibration</th>
<th>Measured Calibration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Input Signal</th>
<th>Output</th>
<th>Eng. Value</th>
<th>Input</th>
<th>Output</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

Notes:

Tested by: ____________________________  Witnessed by: ____________________________
(print name)                      (print name)

Signature: ____________________________  Signature: ____________________________
Date: ____________________________    Date: ____________________________
MANUFACTURER’S INSTALLATION CERTIFICATION FORM

Contract No: ___________________ Specification Section: ________________

Equipment Name: ________________________________

Contractor: ________________________________

Manufacturer of Equipment
Item: ________________________________

The undersigned manufacturer of the equipment item described above hereby certifies that he has checked the installation of the equipment and that the equipment, as specified in the project manual, has been provided in accordance with the manufacturer’s recommendations and that the trial operation of the equipment item has been satisfactory.

Comments:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Date ________________  Manufacturer

________________________________________________________________________

Signature of Authorized Representative

Date ________________  Contractor

________________________________________________________________________

Signature of Authorized Representative
MANUFACTURER’S INSTRUCTION CERTIFICATION FORM

Contract No: __________________________ Specification Section: __________________________

Equipment Name: ________________________________________________________________

Contractor: ______________________________________________________________________

Manufacturer of Equipment

Item: ___________________________________________________________________________

The undersigned manufacturer certifies that a service engineer has instructed the owner’s staff
in the proper maintenance and operation of the equipment designated herein.

**Operations Check List** (check appropriate spaces)

- Start-up procedure reviewed ☐
- Shutdown procedure reviewed ☐
- Normal operation procedure reviewed ☐
- Others: ☐

**Maintenance Check List** (check appropriate spaces)

- Described normal oil changes (frequency) ☐
- Described special tools required ☐
- Described normal items to be reviewed for wear ☐
- Described preventive maintenance instructions ☐
- Described greasing frequency ☐
- Others ☐

Manufacturer: ____________________________________________________________________

Date: ___________________________________ Signature of Authorized Representative

Date: ___________________________________ Signature of Owner’s Representative

Date: ___________________________________ Signature of Contractor’s Representative

Page 1 of 1
Manufacturer’s Instruction Certification
MANUFACTURER’S REPRESENTATIVE SERVICE REPORT

Owner: ___________________________ File No. __________
Project: ___________________________ Date: __________
Project No. ___________________________

This form should be completed and returned by the manufacturer’s representative prior to leaving the site.

Manufacturer: ___________________________ MRSR No. __________
Supplier: ___________________________ Contract/P.O. No. __________
Manufacturer’s Representative ___________________________ Company

Equipment/Material: ______________________________________

Work performed and tests made on equipment:

Factory errors corrected:

Field errors corrected:

The above equipment ___is ___is not ready to be placed in operation.

Remarks:

Arrival onsite ____ _____ ___AM ___PM Department from Site ____ _____ ___AM ___PM

Date Time Date Time

Actual total duration onsite was ________ hours for period covered by this report.

Manufacturer’s Representative ___________________________ Signature __________ Date __________

Address: ____________________________________________ Phone No.

Report Received By: ___________________________ Signature __________ Date __________

Distribution: ___________________________ ___________________________ ___________________________
MOTOR DATA FORM

Equipment Name: ___________________________ Equipment Number: _________________________

Site Location: _______________________________________________________________________

Nameplate Markings

<table>
<thead>
<tr>
<th>Mfr</th>
<th>Mfr Model</th>
<th>Frame</th>
<th>HP</th>
<th>Volts</th>
<th>Phase</th>
<th>RPM</th>
<th>Service Factor</th>
<th>FLA</th>
<th>LRA</th>
<th>Freq</th>
<th>Amb temp rating</th>
<th>degrees C</th>
<th>Time rating</th>
<th>Design letter</th>
<th>KVA code letter</th>
<th>Insulation class</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

The following information is required for explosionproof motors only:

A. Approved by UL for installation in Class ________, Div ________________________________
B. UL frame temperature code ________, Group __________ Atmosphere
   (NEC Tables 500-2 and 500-2(b))

The following information is required for high efficiency motors only:

A. Guaranteed minimum efficiency at full load or NEMA efficiency index
   (NEMA MG1-12.53b)
B. Nameplate or nominal efficiency ______________________________________________________

Data Not Necessarily Marked on Nameplate

<table>
<thead>
<tr>
<th>Type of enclosure</th>
<th>Enclosure material</th>
<th>Temp rise</th>
<th>degrees C</th>
<th>Space heater included?</th>
<th>Yes</th>
<th>No</th>
<th>watts</th>
<th>volts</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Use the space below to provide additional information on other motor modifications, if specified:

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________
<table>
<thead>
<tr>
<th>Submittal Description:</th>
<th>Submittal No.</th>
<th># Copies:</th>
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<tbody>
<tr>
<td></td>
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<td>1st Submission</td>
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<tr>
<td></td>
<td></td>
<td>Spec Section</td>
</tr>
<tr>
<td>Owner:</td>
<td>Routing</td>
<td>Date Sent</td>
</tr>
<tr>
<td>CM/Design Consultant</td>
<td>Contractor/CM</td>
<td></td>
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<tr>
<td>Design Consultant/C</td>
<td></td>
<td></td>
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<tr>
<td>CM/Contractor</td>
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<tr>
<td>Contractor:</td>
<td></td>
<td></td>
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<tr>
<td>Supplier Name:</td>
<td>Supplier Review</td>
<td>Design Consultant Review</td>
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<tr>
<td></td>
<td>Satisfactory</td>
<td>N/A</td>
</tr>
<tr>
<td>1. Table of Contents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Equipment Record Forms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Supplier/Vendor Contact Information</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Safety Precautions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Operator Pre-Start</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Start-up, Shutdown/Post-Shutdown Procedures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Normal Operations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Emergency Operations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Operator Service Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Environmental Conditions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Lubrication Data</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Preventative Maintenance Plan/Schedule</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Troubleshooting Guide/Diagnostic Techniques</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Wiring Diagrams and Control Diagrams</td>
<td></td>
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</tr>
<tr>
<td>15. Maintenance and Repair Procedures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Removal and Replacement Procedures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Spare Parts and Supply List</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Corrective Maintenance Man-hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Parts Identification</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. Warranty Information</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21. Personnel Training Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22. Testing Equipment and Special Tool Information</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Remarks:

(Contractor’s Signature)  (Supplier’s Signature)
## PIPE TEST RECORD

### Project Information

- **Project Name:** ____________________________
- **Project No.:** ________________
- **Contractor:** ____________________________

### Pipeline Test Details

<table>
<thead>
<tr>
<th>Pipeline Size &amp; Name</th>
<th>Pipe Type</th>
<th>Pipe Location/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(SL), SN, IA, etc.</td>
<td>(DI, PVC, Steel, Copper, etc.)</td>
<td>(Attach sketch if needed)</td>
</tr>
</tbody>
</table>

**Section Tested:**

- From: ____________________________
- To: ____________________________

First Test Or Re-Test

- ☐ First Test
- ☐ Re-Test

**Length of Pipe Tested:** ___________ Ft.

### Test Specifications

- **Type of Test:** ____________________________
- **Start pressure:** ____________________________
- **End Pressure:** ____________________________
- **Start time:** ____________
- **Stop time:** ____________
- **Duration:** ____________

- **Duration:** ____________

- **Allowable loss:** ____________

- **Actual loss:** ____________

### Actual Test Results

**Comments:**

__________________________________________

__________________________________________

__________________________________________

__________________________________________

### Test Results

- Test Passes ☐
- Test Fails ☐

**Tested By:** ____________________________

**Test Witnessed By:** ____________________________

---

Page 1 of 1

Pipe Test Record
PROPOSED CHANGE ORDER

RFP NO: __________________________

TO: ________________________________ DATE: __________________________

FROM: ______________________________

PROJECT: __________________________

KEYWORD DESCRIPTION: __________________________________________________

DATE PROPOSAL REQUIRED: ______________________________________________

The following modification to the contract has been identified. Pursuant to Section 00700, General Conditions, Section 9.04 – PROSECUTION OF CHANGES TO THE CONTRACT, please provide a proposal for the alteration as described in Item 1. The proposal should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, overhead, and profit. This request shall not be considered authorization to proceed with the work herein described. This is not a change order.

To be completed by Initiator of Request:

1. Scope of Work: (include list of attachments)

2. Reason(s) for Modification:

3. Approval of Request:

   Owner: ______________________________ Date: ________________

   Construction Manager: __________________________ Date: ________________

To be completed by Contractor:

4. Total cost of modification (attach detailed breakdown) $ ______________________

5. Will a modification to the contract time be required? ☐ Yes ☐ No

   If yes, please provide time impact analysis in accordance with Section 01322 – PROGRESS SCHEDULES AND REPORTS.

6. Proposal is in effect until: (date) __________________________

   Signed

   Contractor’s Authorized Representative: __________________________ Date ________________

Page 1 of 1
Proposed Change Order
(THIS PAGE LEFT BLANK INTENTIONALLY)
PROPOSED “OR EQUAL” SUBSTITUTION SUBMITTAL TRANSMITTAL

<table>
<thead>
<tr>
<th>Owner:</th>
<th>Routing</th>
<th>Date Sent</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
<td>Contractor/CM</td>
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<td></td>
<td>CM/Design Consultant</td>
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<tr>
<td>Contractor:</td>
<td>Design Consultant/CM</td>
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<td></td>
<td>CM/Contractor</td>
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</table>

Proposed “Or Equal Substitution Submittal Description

Priority Level: ☐ Low ☐ Medium ☐ High ☐ On Critical Path

Proposed “Or Equal” Substitution Item or Service

A. When the first specified item is followed by a second maker's name and "or equal," the Contractor may submit Proposed Equivalent items for the Engineer's review. Proposed “Or Equal” Substitution items that are in the Engineer's judgment equal to the first specified item in quality, utility, and appearance, will be Favorably Reviewed. Where a product description and first maker's name is followed by "or equal" with no second maker's name, it means the Engineer knows of no equivalent product and the Contractor may submit Proposed Equivalent products by other makers for review. Where the term "or equal" is omitted, it means that the named item is required to meet the Owner's needs; no products or makers other than those specified will be considered.

B. This request shall include adequate technical information to fully describe the function and quality of the item. Submittals of Proposed “Or Equal” Substitution items that are not made within thirty (30) calendar days of the Notice to Proceed date will be rejected unless the Owner has agreed in writing to a later submittal date and the Contractor agrees to comply with all conditions of the Owner for the late submittal. If the Contractor's second attempt to obtain Favorable Review of a Proposed “Or Equal” Substitution item is unsuccessful, the Contractor shall submit the first specified item.

C. Inclusion of a second maker's name indicates the maker is acceptable but does not necessarily indicate the maker offers a standard product equal to the first specified item. Items by the second named maker are subject to the same conditions of review and compatibility as other Proposed “Or Equal” Substitution items. Inclusion of a maker's name and/or model number after a specification description is not a representation that the maker will furnish an item meeting the Contract requirements at bid time or at time of need. It is the Contractor's sole responsibility to furnish items meeting the Contract requirements.

D. The Engineer's review of Proposed “Or Equal” Substitution items is based solely on information provided by the Contractor and on the Contractor's warranty that the proposed item is equal in quality, utility, function and appearance to the first specified item. Favorable Review of a Proposed “Or Equal” Substitution item has the same meaning and is subject to the same limitations that apply to the Favorable Review of Product Data and Shop Drawings described in the Contract Documents.

E. Submit with proposal:
   1. Description of item being proposed including the Manufacturer's model or product number.
   2. Manufacturer's representation that the proposed “or equal” substitution item or service is equal to or superior to specified item in all respects.
   3. Manufacturer's product data.
4. Information about several recent similar installations, including project name, owner’s name, address, telephone number, and name of knowledgeable person to contact for information on performance of the product.

5. Whether a reduction in the Contract Price is being proposed. If so, provide a detailed cost breakdown substantiating the cost reduction. Consideration should be given to all extra costs and expenses necessary to make the proposed “or equal” substitution meet or exceed the all requirements found in the Contract Documents.

6. Whether a reduction in the Contract Time is being proposed. If so, provide schedule analysis substantiating the reduction in contract time and assumptions made in the schedule analysis.

7. Explain all known differences between the product specified and the Proposed “Or Equal” Substitution. Explanation to consider such items as:
   a) Does the substitution affect dimensions shown on Drawings?
   b) Are the manufacturer’s guarantees and warranties on the proposed substitution items identical to those on the specified items? If there are differences, please specify each and every difference in detail.
   c) Does the proposed “or equal” substitution impact other contractors, trades or suppliers?
   d) Is the proposed “or equal” substitution compatible with all other interrelated equipment, materials and products?
   e) Any differences in Operations and Maintenance costs?
   f) Any differences in available factory authorized repair centers with regards to response times and geographic location?
   g) Will use of proposed “or equal” substitution be subject to any license fee or royalty?
   h) Are there any color or pattern differences? If so, provide color and pattern samples?

The undersigned hereby:

1. Certifies that he/she has thoroughly investigated the Proposed “Or Equal” Substitution item or service and has determined that the function/utility, appearance and quality of the Proposed “Or Equal” Substitution item or service are equivalent or superior to those of the specified item;

2. Certifies that the Proposed “Or Equal” Substitution item or service is compatible with all interrelated equipment, materials, products and services unless otherwise explained in specific detail in this submittal;

3. Agrees to coordinate installation and make all other changes that may be required for Work to be complete in all respects at no additional cost to the Owner;

4. Waives all claims for additional costs and contract time due to late ordering of the specified products or services caused by requests for “Or Equal” Substitutions that are subsequently rejected by the Engineer;

5. Represents and warrants that the Contractor is solely responsible for any extra cost or expense necessary to make the Proposed “Or Equal” Substitution item or service fully equivalent to and compatible with the Contract Documents and will meet or exceed the Engineer’s design intent;

6. Agrees to compensate the Owner for all additional redesign costs associated with the Proposed “Or Equal” Substitution item or service and the cost of the Engineer’s review of the Proposed “Or Equal” Substitution item or service;

7. Waives all claims for additional costs and contract time which may subsequently become apparent; and

8. Agrees to comply with all additional requirements imposed by the Owner and Engineer should the Proposed “Or Equal” Substitution item or service is approved.

Submitted by: ____________________________
Name: ____________________________
Signature: ____________________________  Title: ____________________________
Date: ____________________________
REQUEST FOR INFORMATION

RFI No.: XXX

Owner: ____________________________  Project: ____________________________

Contractor: ____________________________  Engineer ____________________________

RFI Generated by:  ☐ Contractor  ☐ CM  ☐ Other
Priority Level:  ☐ Low  ☐ High  ☐ On Critical Path

Is there a Cost Impact associated with this RFI?  ☐ Yes  ☐ No  ☐ Possibly
Is there a Time Impact associated with this RFI?  ☐ Yes  ☐ No  ☐ Possibly

RFI Title:

Reference: Spec: Sheet:

Requested Information:

Signed: ____________________________  Date: ____________________________

Response:

Signed: ____________________________  Date: ____________________________
**STARTUP AND PERFORMANCE EVALUATION FORM**

OWNER: ____________________________________________________________

PROJECT: __________________________________________________________

**Plant Unit Process Description**: (Include description and equipment number of all equipment and devices):

<table>
<thead>
<tr>
<th>Equipment No.</th>
<th>Description</th>
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<tbody>
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</tbody>
</table>

**Startup Procedure**: (Describe procedure for sequential startup and evaluation, including valves to be opened/closed, order of equipment startup, etc.):

**Startup Requirements** (Water, power, chemicals, etc.):

**Performance Evaluation Comments**: 

Contractor Certification that Unit Process is capable of performing its intended function(s), including fully automatic operation:

Firm Name: ________________________________________________________

Startup Representative: ____________________________________________

(Authorized Signature) ___________________________ Date ______________

Page 1 of 1
Startup and Performance Evaluation
## SUBMITTAL TRANSMITTAL

### Submittal Description
- **Priority Level:**
  - ☐ Low
  - ☐ Medium
  - ☐ High
  - ☐ On Critical Path
- **We are sending you:**
  - ☐ Attached
  - ☐ Under separate cover via
  - ☐ Submittals for review and comment
  - ☐ Product Data for information only

### No. Copies
<table>
<thead>
<tr>
<th>Description</th>
<th>Manufacturer</th>
<th>Reviewer Action</th>
<th>Reviewer Initials</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**Certified by:**

(Contractor’s Signature)

---

**SUBMITTAL TRANSMITTAL**

**Submittal No.**
- ☒ 1st Submission
- ☐ Re-Submittal

**Spec Section**

**Dwg/Detail No.**

**Owner:**

**Project Name:**

**Contractor:**

**Routing**
- Contractor/CM
- CM/Design Consultant
- Design Consultant/CM
- CM/Contractor

<table>
<thead>
<tr>
<th>No. Copies</th>
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<th>Reviewer Initials</th>
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</table>

### The Action Designated Above is in Accordance with the Following Legend:

- **A** – No Exceptions Taken
- **B** – Make Corrections Noted
- **C** – Amend and Resubmit
- **D** – Rejected
- **E** – Review not Required

### CONTRACTOR: Must certify one of the following statements pertaining to the transmittal or submittal sent for review:

- ☐ As the General Contractor for this project we certify that the material or equipment contained in this submittal meets all the requirements, including coordination with all related work specified (no exceptions)
- ☐ As the General Contractor for this project we certify that the material or equipment contained in this submittal meets all the requirements specified except for the attached deviations.

**Comments:**

---

Page 1 of 1
Submittal Transmittal
# SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION FORM

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Project Number:</th>
<th>Contractor Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>License Number:</td>
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</tr>
</tbody>
</table>

Enter the weight (preferred) or cubic yardage of each Type of Material diverted or disposed of in the appropriate column.

<table>
<thead>
<tr>
<th>Type of Material</th>
<th>Disposed in Class III Landfill</th>
<th>Disposed in Inert Fill</th>
<th>Diverted from Landfill by Recycling</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Porcelain</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ferrous metal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-ferrous metal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wood</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debris</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glass</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red clay brick</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond paper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Newsprint</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Cardboard</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Others</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach manifests, weight tickets, receipts and invoices.
SYSTEM OUTAGE REQUEST FORM

System to be Shutdown: ____________________________________ SOR No.: __________

Date of Shutdown: ________________ Beginning at: _________ am/pm
Duration of Shutdown: ____________ Critical Path Activity? ☐ yes ☐ no

Owner: __________________________________________________________________________
Routing __________________________________________________________________________
Date Sent ____________________ Date Received ____________________
Project: __________________________________________________________________________
Contractor/CM ____________________________________________________
Contractor: _______________________________________________________________________
CM/Owner-Operations __________________________________________
Regulatory Agency Notification Required? ☐ yes ☐ no Is a Dry Run Required? ☐ yes ☐ no
Combustible/Hazardous Gases Present? ☐ yes ☐ no Confined Space Entry? ☐ yes ☐ no

Describe work to be performed including detailed sequence of events, safety plan, protection of existing facilities, equipment to be used and contingency plan. Use additional sheets as necessary.

Will you require assistance from Owner Operations? ☐ yes ☐ no

Note: Existing valves and controls shall be operated by Owner staff only

<table>
<thead>
<tr>
<th>Outage Contact Information</th>
<th>Name of Person on Call/Duty</th>
<th>Home Phone</th>
<th>Cell Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Manager</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Owner Operations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Consultant</td>
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</tbody>
</table>

Additional Contractor Comments: __________________________________________________________________________

CM / Owner / Design Consultant Review Action

☐ SOR Acceptable with comments noted on attached.

☐ SOR Not Acceptable with reasons noted on attached. Re-Submittal is required.

Certified by: ___________________________ ___________________________
(Contractor’s Signature) (Construction Manager’s Signature) Date

Page 1 of 1
System Outage Request
TRAINING CERTIFICATION FORM

Contract No: ___________________________ Specification Section: ___________________________

Equipment Name: ___________________________

Contractor: ___________________________

Manufacturer of Equipment Item: ___________________________

The undersigned manufacturer certifies that a qualified factory-trained representative with a minimum of two years experience has instructed the Owner’s staff in the proper maintenance and operation of the equipment designated herein. The undersigned manufacturer (or equipment supplier) also agrees to conduct an eight (8) hour follow-up training session(s) after the equipment has been installed and continually operated by the Owner for at least three (3) months but prior to expiration of the one year warranty period.

Operations Check List (check appropriate spaces)

Start-up procedure reviewed ☐
Shutdown procedure reviewed ☐
Normal operation procedure reviewed ☐
Others:

Maintenance Check List (check appropriate spaces)

Described normal oil changes (frequency) ☐
Described special tools required ☐
Described normal items to be reviewed for wear ☐
Described preventive maintenance instructions ☐
Described greasing frequency ☐
Others

Manufacturer

_________________________________________ Signature of Authorized Representative

Date

Date

Signature of Owner’s Representative

Date

Signature of Contractor’s Representative
CERTIFICATE OF UNIT RESPONSIBILITY
For Specification Section

Section Number and Title

_In accordance with the contract documents, the undersigned manufacturer accepts unit responsibility for all components of equipment furnished under specification Section Section #. We hereby certify that these components are compatible and comprise a functional unit suitable for the specified performance and design requirements._

Name of Corporation

________________________________________

Street Address

________________________________________

City, State and Zip Code

________________________________________

By: ________________________________
   Duly Authorized Official

________________________________________

Commission Expiration Date

________________________________________

Name

________________________________________

Title

Seal: ________________________________

Date: ________________________________
WARRANTY FORM
(For Milestones)

Warranty For:  
Milestone:  
Project:  
Location:  

We hereby guarantee the Match Milestone from Above that we have constructed for a period of one (1) year from Date, the date of acceptance of the work/substantial completion and the assumption of occupancy and beneficial use by the Name of Owner, or within such longer period of time as may be prescribed by law or by terms of any special extended warranty required by the Contract Documents.

The following are excluded from the provisions of this warranty:

We agree that if any of the portion of the project for Milestone: Match Milestone from Above should fail due to any reason other than improper maintenance or improper operation, if any pipe or appurtenances should develop leakage, or if any settlement of fill or backfill occurs, or should any portion of the work fail to fulfill any of the requirements of the Specifications, we will, within ten days after written notice of such defects, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified, or should exigent circumstances require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize the Name of Owner to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefor upon demand.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Documents and by law.

Contractor:  
Signed:  
Title:  
Date:  
Phone:  
E-mail: