

# MARINA COAST WATER DISTRICT

920 2nd Ave., Suite A  
Marina, CA 93933



BID AND CONTRACT DOCUMENTS

FOR

IRRIGATION CONNECTIONS AT ARMSTRONG RANCH  
PROJECT (CIP# RW-2401)

Prepared By:  
Dominique Bertrand, EIT, Project Manager

Approved:  
Garrett Haertel, PE, District Engineer

January 23, 2025

## Table of Contents

00 11 16 - NOTICE INVITING BIDS .....	2
00 21 13 - INSTRUCTIONS TO AND INFORMATION FOR BIDDERS .....	4
1. AVAILABILITY OF CONTRACT DOCUMENTS.....	4
2. EXAMINATION OF CONTRACT DOCUMENTS.....	4
3. INTERPRETATION OF CONTRACT DOCUMENTS .....	4
4. ADDENDA.....	4
5. ALTERNATE BIDS .....	4
6. COMPLETION OF BID FORMS .....	5
7. BID SECURITY .....	5
8. MODIFICATIONS OF BIDS.....	6
9. CONTRACTOR'S PERFORMANCE.....	6
10. DESIGNATION OF SUBCONTRACTORS .....	6
11. LICENSING REQUIREMENTS.....	6
12. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION.....	7
13. SIGNING OF BIDS .....	7
14. BID PROTEST PROCEDURE .....	7
00 41 43 - BID FORMS .....	9
DESIGNATION OF SUBCONTRACTORS .....	17
EXPERIENCE STATEMENT .....	19
IRAN CONTRACTING ACT CERTIFICATION.....	20
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION.....	23
CALIFORNIA AIR RESOURCES BOARD CERTIFICATE OF REPORTED COMPLIANCE .....	24
BID BOND.....	26
00 61 13 - BOND FORMS.....	28
PERFORMANCE BOND .....	28
PAYMENT BOND (LABOR AND MATERIALS) .....	32
00 52 13 - AGREEMENT .....	35
00 73 13 - SPECIAL CONDITIONS.....	52
00 73 13 - ATTACHMENT A INSURANCE REQUIREMENTS .....	54
PLANS.....	58

## 00 11 16 - NOTICE INVITING BIDS

Marina Coast Water District ("MCWD") will receive sealed bids for the **RW-2401 IRRIGATION CONNECTIONS AT ARMSTRONG RANCH PROJECT** until Thursday, February 20 at 2:00 PM Pacific Time, at which time or thereafter bids will be publicly opened and read aloud. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered. Bids received after the scheduled Bid Submittal Deadline will be rejected and returned unopened. It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by the MCWD before the Bid Submittal Deadline. The bid will remain valid for 60 days after the date set for opening of Bids, or until a Contract is executed by MCWD and a third party, whichever is earlier.

The Work generally consists of providing two (2) irrigation turnouts on an existing recycled water transmission main, including two meters, two pressure reducing valves, and the associated valves, fittings, piping, appurtenances and site work. One site includes hot tapping the existing 24-inch ductile iron transmission main.

Bids must be submitted on the preprinted bid forms supplied by MCWD as part of the bid Package and presented to **MCWD in a sealed envelope marked ATTN: RW-2401 IRRIGATION CONNECTIONS AT ARMSTRONG RANCH PROJECT**.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive alternate bid items as indicated in the Bid Form.

Bidders can obtain copies of the Contract Documents from the District office through contacting the District Engineer, Garrett Haertel PE. Upon request from a contractor plan room service, MCWD shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

It is the responsibility of each prospective bidder to review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted and distributed to the recipients on the Planholder's List. It is the responsibility of each prospective bidder to check for any applicable addenda or updates with MCWD staff through the close of bids. MCWD is not held liable or responsible for any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents.

Each Bid must be accompanied by a Bid Security in the form of a certified or cashier's check, or a Bid Bond in favor of MCWD in an amount no less than ten percent (10%) of the Total Bid Price. The Bid Security must be submitted directly to MCWD prior to the specified date and time for bid opening as set forth in the Instructions to and Information for Bidders.

The successful bidder must provide MCWD with Payment and Performance Bonds equal to 100% of the Contract Price. Bonds shall be on the forms included in the Contract Documents; MCWD will not accept bonds on any other form.

Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by MCWD to ensure its performance under the Contract.

Pursuant to section 1770, et seq. of the California Labor Code, the Contractor and all Subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable

Labor Code provisions, which include, but are not limited to the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

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

Contractor must demonstrate Qualifications for installation of pipelines, by providing a list of three projects completed within the last 5 years involving work of similar type and complexity. To be considered of similar type and complexity, listed projects should include the installation and modification of existing pipelines, lateral connections, and mainline valves.

In pursuant to sections 7000 et seq. of the Business and Professions Code each bidder shall be a licensed contractor in the following classification(s) throughout at the time it submits its bid and for the duration of the Contract: Class A General Engineering Contractor.

MCWD shall award the Contract for the Work to the lowest responsive, responsible bidder as determined from the base bid and all add alternates. MCWD reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Garrett Haertel PE, District Engineer, (831) 384-6131, Engineer@mcwd.org.

## **MARINA COAST WATER DISTRICT**

Dated: January 23, 2025

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

Garrett Haertel, PE  
District Engineer

## **00 21 13 - INSTRUCTIONS TO AND INFORMATION FOR BIDDERS**

### **1. AVAILABILITY OF CONTRACT DOCUMENTS**

Complete sets of the Bids and Contract Documents may be obtained from the District office, as indicated in the Notice Inviting Bids. All Bids must be submitted to MCWD on the Bid Forms which are a part of the Bid Package for the Work.

### **2. EXAMINATION OF CONTRACT DOCUMENTS**

MCWD has made copies of the Contract Documents available as indicated above. Bidders shall be solely responsible for examining the Contract Documents, including any addenda issued during the bidding period, and for informing themselves with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract Documents. Bidders shall be solely responsible for their failure to examine the documents and inform themselves, shall proceed at their sole risk, and no relief for error or omission will be given except as required under State law.

### **3. INTERPRETATION OF CONTRACT DOCUMENTS**

Discrepancies in, and/or omissions from the Bid or Contract Documents or questions as to their meaning shall be immediately brought to the attention of MCWD by submission of a written request for an interpretation or correction to MCWD.

Any interpretation of the Bid or Contract Documents will be made only by written addenda duly issued and posted to bidders listed on the Planholder's List. MCWD will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Bid or Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all work to be performed under the Contract Documents. Questions received less than 14 days prior to the date for opening of Bids may not be answered.

### **4. ADDENDA**

MCWD reserves the right to revise the Bid and Contract Documents prior to the bid opening date. Revisions, if any, shall be made through written addenda. All addenda issued by MCWD shall be included in the bid and made part of the Contract Documents. Addenda will be issued by MCWD. Please Note: Bidders are responsible for ensuring that they have received all addenda.

### **5. ALTERNATE BIDS**

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid and all add alternates unless otherwise specified in the Notice Inviting Bids. The time required for completion of the alternate bid items has been factored into the Contract Time and no additional time will be allowed for performing any of the alternate bid

items. Regardless of whether the alternate bid items will be considered in determining the low bid, MCWD may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the scope of Work. Accordingly, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

## **6. COMPLETION OF BID FORMS**

Bids shall be submitted on the preprinted bid forms supplied by MCWD as part of the bid Package and presented to **MCWD in a sealed envelope marked ATTN: RW-2401 IRRIGATION CONNECTIONS AT ARMSTRONG RANCH PROJECT**. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered. Bids received after the scheduled Bid Submittal Deadline will be rejected and returned unopened. It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by MCWD before the Bid Submittal Deadline. The Bid must be submitted to:

(US Mail, Hand Delivered or FedEx, UPS or other shipping company)  
Marina Coast Water District  
920 2<sup>nd</sup> Ave, Suite A  
Marina, CA 93933

Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Deviations in the Bid Form may result in the bid being deemed non-responsive.

Bids shall only be prepared using copies of the Bid Forms which are included in the Bid and Contract Documents. Bidders must include the following Bid Forms with their bid: (1) Bid Acknowledgement, (2) Schedule of Pay Items, (3) Non-Collusion Declaration, (4) Designation of Subcontractors, (5) Experience Statement, (6) Iran Contracting Act Certification, (7) Local Hiring for Public Works, (8) Public Works Contractor Registration Certification, (9) California Air Resources Board Certificate of Reported Compliance and (10) Bid Bond.

Bidders are solely responsible for the "on time" submission of their bid. MCWD will only consider bids that have transmitted successfully and have been issued a time stamp from the District Office indicating that the bid was submitted successfully. Failure of the Bidder to successfully submit a bid shall be at the Bidder's sole risk, and no relief will be given for late and/or improperly submitted bids.

## **7. BID SECURITY**

A Bid will be considered only if accompanied by a Bid Security of no less than ten percent (10%) of the Total for Comparison of Bids, as stated in the Schedule of Pay Items. The Bid Security must be made payable to MCWD and shall be in the form of (a) a cashier's check, (b) a certified check, or (c) a proper Bid Bond, in the form set forth herein.

The Bid Security must be submitted directly to MCWD as follows:

By Mail, Courier or Walk-in:  
Marina Coast Water District  
Attn: **RW-2401 IRRIGATION CONNECTIONS AT ARMSTRONG  
RANCH**  
920 2<sup>nd</sup> Ave, Suite A  
Marina, CA 93933

**The Bid Security must be received prior to the specified date and time for bid opening.**

Bidders choosing to provide payment in the form of a Bid Bond to the required bid Security must supply MCWD with the original copy of the Bid Bond prior to the specified date and time for opening bids. The Bid Bond must be submitted to MCWD at the address indicated above.

## **8. MODIFICATIONS OF BIDS**

It is the responsibility of the bidder to submit its bid in conformity with the requirements of the Bid and Contract Documents. Bids may be rejected or rendered non-responsive if they contain Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. No oral, telephonic and electronic modifications will be considered.

In accordance with California Public Contracting Code, Sections 5101 and 5105, withdrawal of Bids may be permitted for mistakes made in filling out the Bid but will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the Drawings, Specifications, and other Contracts Documents.

## **9. CONTRACTOR'S PERFORMANCE**

Bidders must self-perform a minimum of thirty percent (30%) of work on the Project.

## **10. DESIGNATION OF SUBCONTRACTORS**

Pursuant to State law, the Bidders must designate the name, location of place of business, and contractor's license number for each subcontractor who will perform work or render services to the Bidder in an amount that exceeds one half of one percent (1/2%) of the Bidder's Total Bid Price, or \$10,000, whichever is higher, if work involves streets or highways. Bidder must also include the portion of work each such subcontractor will perform, on the form provided herein by MCWD. No additional time will be provided to bidders to submit any of the information required in the Designation of Subcontractor form.

## **11. LICENSING REQUIREMENTS**

Pursuant to section 7028.15 of the Business and Professions Code and section 3300 of the Public Contract Code, all bidders must possess licenses issued by the State of California Contractors License Board for performance of this Contract. Pursuant to section 7028.15 of the Business and Professions Code, any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents shall be nonresponsive, and MCWD shall reject the Bid. MCWD shall have the

right to request, and Bidders shall provide within five (5) working days, evidence satisfactory to MCWD of all valid license(s) currently held by that Bidder before awarding the Contract. Pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

## **12. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. Proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations must be provided prior to acceptance of any bid or contract. If awarded a Contract, the Bidder and its subcontractors, of any tier, must maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidders shall submit a signed Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form alongside the Bid may render the Bid non-responsive. In addition, the registration number for each listed subcontractor shall be provided by the Bidder in the space provided in the Designation of Subcontractors Form.

## **13. SIGNING OF BIDS**

All Bids submitted shall be executed by the Bidder or its authorized representative.

## **14. BID PROTEST PROCEDURE**

Submitted bids will be timely made available for review upon written request of any bidder. Bidders may file a "protest" of a Bid with MCWD's District Engineer. The protest must:

- A. Be filed in writing within five (5) business days after the bid opening date;
- B. Clearly identify the alleged irregularity or other basis for the protest;
- C. Clearly identify the specific MCWD staff determination or recommendation being protested;
- D. Specify, in detail, the factual and legal grounds for the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

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

If the protest is timely and complies with all of the above requirements, MCWD's Project Engineer, or other designated MCWD staff member, shall review the protest, any response from the challenged bidder, and all relevant information. MCWD will provide a written response to the protestor.

The procedure and time limits set forth in this paragraph are mandatory and are the sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall



constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

## **16. CARB COMPLIANCE**

Contractor and subcontractors must comply with the regulations imposed by California Air Resources Board ("CARB") including, without limitation, Title 13, California Code of Regulations Division 3, Chapter 9, and all pending amendments ("Regulation").

Contractor shall make available documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information Contractor is required to produce, keep, or maintain pursuant to the Regulation.

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

Failure to submit the required CRCs within 5 days of Bid opening may render a bid nonresponsive.

Bidders claiming an exemption to CARB compliance must submit a detailed explanation signed by Bidder explaining the reason for exemption within 5 days of Bid opening.

**MARINA COAST WATER DISTRICT**

**00 41 43 - BID FORMS**

FOR: **RW-2401 IRRIGATION CONNECTIONS AT ARMSTRONG RANCH  
PROJECT**

---

BIDDER: \_\_\_\_\_

- 1.1. In response to the Notice Inviting Bids dated January 23, 2025 and in accordance with the accompanying Instructions to and Information for Bidders, the undersigned hereby proposes to MCWD to furnish all plant, labor, technical and professional services, supervision, materials and equipment, other than materials and equipment specified as furnished by MCWD, and to perform all operations necessary and required to construct the Project in accordance with the provisions of the Contract Documents and any addenda thereto, and at the prices stated opposite the respective items set forth in the Schedule of Pay Items below.
- 1.2. This Bid constitutes a firm offer to MCWD which cannot be withdrawn for 60 days after the date set for opening of Bids, or until a Contract is executed by MCWD and a third party, whichever is earlier.
- 1.3. The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of the words and figures shown in its Schedule of Pay Items; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that MCWD will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.
- 1.4. The undersigned has by careful examination of the Specification and any addenda thereto, and by examination of the Site conditions, satisfied itself as to the nature and location of all Work, the general and local conditions to be encountered in the performance of any Work, the requirements of the Contract and all other matters which can in any way affect the Work or the cost thereof.
- 1.5. Bidder has carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto.
- 1.6. 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 Bidding Documents.
- 1.7. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

- 1.8. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- 1.9. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- 1.10. The Bidding 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.
- 1.11. 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 Bidding Documents.
- 1.12. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself and advantage over any other Bidder or over OWNER.
- 1.13. Bidder will complete the Work in accordance with the Contract Documents for the additive sum of the Bid Item Prices below (which is the Total (Lump Sum) Bid Price) within the Schedule of Pay Items.
- 1.14. If awarded a Contract, the undersigned agrees to execute and deliver to MCWD within 15 days after date of receipt of Notice of Award, a signed Contract in duplicate and the necessary Performance Bond, Payment Bond, Certificates of Insurance and Endorsements, Escrow Agreement (if used) and Tax Identification Number.
- 1.15. Attached hereto and by this reference incorporated herein and made a part of this Bid are the following forms from the Specification which have been completed and executed by undersigned Bidder:

SCHEDULE OF PAY ITEMS  
NONCOLLUSION DECLARATION  
DESIGNATION OF SUBCONTRACTORS  
EXPERIENCE STATEMENT  
IRAN CONTRACTING ACT CERTIFICATION  
LOCAL HIRING FOR PUBLIC WORKS  
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION  
CALIFORNIA AIR RESOURCES BOARD CERTIFICATE OF REPORTED  
COMPLIANCE  
BID BOND

1.16. Undersigned also acknowledges receipt, understanding, and full consideration of the following addenda to the Specification in preparing its bid:

Addenda Nos. \_\_\_\_\_

1.17. The undersigned is hereby representing that it is and will be properly licensed both at the time that it submits a Bid as well as at the time the Contract is awarded, if the Contract is awarded to the undersigned.

a. Individual Contractor: Undersigned certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California,

License number \_\_\_\_\_

Expiration date \_\_\_\_\_

License classification \_\_\_\_\_

b. Joint Venture: Undersigned certifies that the individual members of the joint venture are now licensed in accordance with the provisions of the Contractor's License Law of the State of California.

Member No. 1

Name \_\_\_\_\_

License number \_\_\_\_\_

Expiration date \_\_\_\_\_

License classification \_\_\_\_\_

Member No. 2

Name \_\_\_\_\_

License number \_\_\_\_\_

Expiration date \_\_\_\_\_

License classification \_\_\_\_\_

(If there are more than two members of the joint venture, attach a page for the additional member(s) with the above information.)

1.18. Undersigned acknowledges that the representations made herein are made under penalty of perjury.

BIDDER:

Bidder's Business Address:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
(Type or print name)

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

\_\_\_\_\_  
(Where signed) (City, State)

(corporate seal)

Dated: \_\_\_\_\_, 20\_\_\_\_\_  
State of Incorporation: \_\_\_\_\_

Names and addresses of all partners or joint venturers:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statement of the authority of signatory to bind Bidder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>SCHEDULE OF PAY ITEMS</b>					
<b>BIDDER NAME:</b>					
Item No.	Description	Est. Qty.	Unit Of Measure	Unit Price	Total Line Item Cost
1	Mobilization / Demobilization (not to exceed 5% of the total bid)	1	Lump Sum (LS)	\$	\$
2	Sheeting, Shoring, and Bracing, or Equivalent Method for the Protection of Life and Limb in Trenches and Open Excavation, Pursuant to California Labor Code §6707	1	Lump Sum (LS)	\$	\$
3	Provide Turnout 1 as detailed on the Plans including all pipelines, valves, fittings, appurtenances and concrete base, and including all labor, materials, equipment, testing, and site restoration.	1	Lump Sum (LS)	\$	\$
4	Provide Turnout 2 as detailed on the Plans including all pipelines, valves, fittings, appurtenances and concrete base, and including all labor, materials, equipment, testing, and site restoration.	1	Lump Sum (LS)	\$	\$
<b>TOTAL BID PRICE</b>					\$
<b>TOTAL BID PRICE WRITTEN IN WORDS</b>					

See included Bid Schedule and Technical Specifications for further detail regarding Pay Items.

- A. The determination of the lowest bid shall be based on the lowest Total Bid Price (Item Nos. 1 through 4 inclusive).
- B. The bidder declares that the costs for labor, materials, equipment, and incidentals necessary for the Work are included in the Total Bid Price.

The costs of any Work shown or required in the Plans and Specifications, but not specifically identified as a Pay Item are to be included in related Pay Items and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Plans and Specifications. All contract work shall be covered by the above bid items and shall be included in the bid table above. If work is not specifically identified in the above bid items, include work in the most appropriate bid item.

Bidders must provide pricing for every bid item.

The estimated quantities for unit price items are for purposes of comparing bids only and MCWD makes no representation that the actual quantities of work performed will not vary from the estimates.

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

**NON-COLLUSION DECLARATION**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_



# Notary Acknowledgment

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

- Partner(s)  Limited
- General

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

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

\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

**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: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor’s Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor’s total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

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 the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor Name <u>AND</u> CSLB License Number	Location of Business	DIR Registration Number

Portion of Work	Subcontractor Name <u>AND</u> CSLB License Number	Location of Business	DIR Registration Number

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

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**EXPERIENCE STATEMENT**

Bidder submits, as a part of its Bid, the following statements as to its experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes MCWD to make inquiry as appropriate regarding its experience.

- a. Bidder has been engaged in the contracting business under its present business name for \_\_\_\_ years.
- b. Bidder's experience in Work of a nature similar in type and magnitude to that set forth in the Specification, must include installation of pipes, valves, etc., extends over a period of \_\_\_\_ years. To be considered of similar type and complexity, listed projects should include: the installation of water conveyance pipelines and fittings, environmental controls, and work site management.
- c. Bidder, as contractor, has satisfactorily completed all contracts awarded to it, except as follows:

(Name any and all exceptions and reasons therefore. Bidder shall attach and designate additional pages if necessary.)

---



---



---



---

- d. Within the last three years Bidder has satisfactorily completed the following contracts covering Work similar in type and magnitude to that set forth in the Specification for the following owners: (person, firms, or authorities)

Owner's Name, Address & Telephone	Name of Owner's Representative	Type of Work and Year	Contract Amount (rounded to closest thousand dollars)

(Bidder shall attach and properly designate additional pages if necessary.)

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

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

- The Contractor is not:
  - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (ii) a financial institution that extends, for 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.
  
- Agency has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
  
- The amount of the Contract payable to the Contractor for the Project 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 amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

**LOCAL HIRING FOR PUBLIC WORKS**

This contract is for a Marina Coast Water District public works project. All Contractors and Subcontractors are required to comply with all of the provisions of Ordinance 53 Local Hiring (Chapter 2.10 of the District Code). Failure to comply with the local hiring ordinance may subject the Contractor herein with disqualification from any future Marina Coast Water District public works contracts.

The Bidder hereby certifies that (initial as applicable):

\_\_\_\_\_ Bidder has read Ordinance 53, Local Hiring for District Public Works, and

\_\_\_\_\_ Bidder can meet the local hiring requirements of Ordinance 53, or

\_\_\_\_\_ Bidder has made a good faith effort to meet the requirements of Ordinance 53 as documented on the attached pages, and anticipates a total of \_\_\_\_\_ percent of the workforce will be residents of the Monterey Bay Area, or

\_\_\_\_\_ Bidder requires an exception because a suitable pool of persons does not exist locally for the specialized skills listed below. These workers will constitute \_\_\_\_\_ percent of the workforce.

Specialized Skill	No. of Workers	County of Residence

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

Contractor's Signature: \_\_\_\_\_

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

**Efforts to Hire Employees (submit only if needed)**

<b>Classification</b>	<b>Agency Contacted</b>	<b>Date</b>	<b>Results</b>

**Efforts to Hire Subcontractors (submit only if needed)**

<b>Work Item</b>	<b>Company Contacted</b>	<b>Date</b>	<b>Results*</b>

\* Standard codes: DNR-did not respond, NA-not available for job, NB-not bidding, USED-included in bid, HIGH-selected lower cost bid

**END OF DOCUMENT**

## Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations.

See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

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

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

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

DIR Registration Number: \_\_\_\_\_

Bidder further acknowledges:

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

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

**END OF DOCUMENT**



**CALIFORNIA AIR RESOURCES BOARD CERTIFICATE OF REPORTED COMPLIANCE**

Pursuant to In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) Section 2449(i), all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the California Air Resources Board. See <https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the California Air Resources Board.

Bidder hereby certifies that it is aware of the registration requirements set forth in the 2022 amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) and the bidder and all bidder's subcontractors are currently registered with the California Air Resources Board.

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

CARB Certificate of Reported Compliance: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_  
CARB Certificate of Reported  
Compliance: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_  
CARB Certificate of Reported  
Compliance: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_  
CARB Certificate of Reported  
Compliance: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_  
CARB Certificate of Reported  
Compliance: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_  
CARB Certificate of Reported  
Compliance: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_  
CARB Certificate of Reported  
Compliance: \_\_\_\_\_

Bidder further acknowledges:

1. Bidder shall maintain a current CARB Certificate of Reported Compliance for the duration of the project.
2. Bidder shall include the requirements of the 2022 amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Bidder's Signature: \_\_\_\_\_

Bidder's Name and Title: \_\_\_\_\_

Firm: \_\_\_\_\_

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

**END OF DOCUMENT**

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that, \_\_\_\_\_ hereinafter called the Principal, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ in the State of \_\_\_\_\_, and authorized to do business in the State of California, hereinafter call the Surety, are held and firmly bound unto Marina Coast Water District, hereinafter called the Obligee, on order, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (being at least ten percent (10%) of the total amount of Principal's Bid price) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Principal has submitted its Bid for the project entitled \_\_\_\_\_ to the Obligee, the Bid, by reference thereto; being hereby made a part hereof.

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_ SURETY

BY: \_\_\_\_\_ PRINCIPAL

# Notary Acknowledgment

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

- Partner(s)  Limited
- General

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

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

\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_ Title or Type of Document

\_\_\_\_\_ Number of Pages

\_\_\_\_\_ Date of Document

\_\_\_\_\_ Signer(s) Other Than Named Above

Note: Signature of person executing for Surety must be notarized and evidence of corporate authority attached.

**END OF BID BOND**

**00 61 13 - BOND FORMS**

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Marina Coast Water District (hereinafter referred to as "MCWD") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for **RW-2401 IRRIGATION CONNECTIONS AT ARMSTRONG RANCH PROJECT** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated January 23, 2025, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

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

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

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

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

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

Whenever Contractor shall be, and is declared by MCWD to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at MCWD '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 bidder, arrange for a Contract between such bidder, the Surety and MCWD, 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 Contractor by MCWD under the Contract and any modification thereto, less any amount previously paid by MCWD to the Contractor and any other set offs pursuant to the Contract Documents.
3. Permit MCWD 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 Contractor by MCWD under the Contract and any modification thereto, less any amount previously paid by MCWD to the Contractor and any other set offs pursuant to the Contract Documents.

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

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

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

[Remainder of Page Left Intentionally Blank.]

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

\_\_\_\_\_  
CONTRACTOR/PRINCIPAL

\_\_\_\_\_  
Name

By \_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
Attorney-In-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

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

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

# Notary Acknowledgment

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

- Partner(s)  Limited
- General

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

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

\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

## END OF PERFORMANCE BOND



**PAYMENT BOND (LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Marina Coast Water District (hereinafter referred to as "MCWD") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for **RW-2401 IRRIGATION CONNECTIONS AT ARMSTRONG RANCH PROJECT** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated January 23, 2025, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

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

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto MCWD in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted

rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between MCWD and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim.

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

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

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

(Corporate Seal of Principal,  
if corporation)

\_\_\_\_\_  
Principal (Property Name of Contractor)

By \_\_\_\_\_  
(Signature of Contractor)

(Seal of Surety)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney in Fact

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

# Notary Acknowledgment

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

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

\_\_\_\_\_ Title or Type of Document

- Partner(s)                       Limited
- General

\_\_\_\_\_ Number of Pages

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

\_\_\_\_\_ Date of Document

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

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

## END OF PAYMENT (LABOR AND MATERIALS) BOND

## 00 52 13 - AGREEMENT

### RW-2401 IRRIGATION CONNECTIONS AT ARMSTRONG RANCH PROJECT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2025, between Marina Coast Water District ("MCWD") and \_\_\_\_\_ ("Contractor") for performance of the following public work of improvement **RW-2401 IRRIGATION CONNECTIONS AT ARMSTRONG RANCH PROJECT** (the "Project" or the "Work"), which shall be performed in accordance with all plans, specifications and other contract documents attached to or incorporated into this Agreement.

#### SECTION 1 - SCOPE

A. Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project in accordance with the Contract Documents, which is generally described as follows:

Provide two (2) irrigation turnouts on an existing recycled water transmission main, including two meters, two pressure reducing valves, and the associated valves, fittings, piping, appurtenances and site work. One site includes hot tapping the existing 24-inch ductile iron transmission main.

Work sites are "remote" and do not have bathroom facilities, or potable water service. The Contractor will be responsible for providing all necessary work site facilities in the form of portable toilets, potable water for personal hygiene, trash receptacles, etc.

Please refer to the attached Plans for more specific work scope.

Without limiting the foregoing description, Contractor's scope of work includes, but is not limited to, the following:

- Submit all required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than 15 days after the date MCWD issues a Notice to Proceed and before the preconstruction meeting.
- Submit a list of all permits and licenses the Contractor shall obtain indicating the agency granting the permit, the expected date to submit the application, and the required date for the receipt of the permit.
- Protect all materials to be used in the Work in accordance with the specifications.
- Protect existing facilities and personal property.
- Attend a preconstruction conference with MCWD to discuss schedule, access, sequence of work, and other issues.
- Prepare and submit a written daily activity report to MCWD for each day on which work is performed, including weekends and holidays when worked, and submit reports to MCWD no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities, construction crew sizes of general and subcontractors, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.
- The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.

- Coordinate with owner-scheduled events.
- The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
- Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.

B. The following documents are incorporated into and made part of this Agreement by reference:

- Notice Inviting Bids
- Instructions to and Information for Bidders
- Bid Forms and Addenda
- Bid Payment and Performance Bonds
- Insurance Requirements (Attachment A)
- Special Conditions
- Bid Schedule
- Project Plans
- Standard Plan and Specifications of the Marina Coast Water District
- Change Orders issued in accordance with the Contract Documents

C. These documents shall be referred to collectively as the "Contract Documents." The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the following order: Change Orders (most recent first), Addenda (most recent first), Technical Specifications, Plans, Special Conditions, Agreement, Standard Specifications, Bid Forms, Instructions to and Information for Bidders, Notice Inviting Bids.

D. Contractor shall comply with all requirements of the Contract Documents. Where there is a conflict between the requirements of the several Contract Documents, the more stringent requirements shall govern.

**SECTION 2 - PRICE**

A. MCWD agrees to pay, and Contractor agrees to accept, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Contract Price") subject to adjustments for changes in the work as may be directed in writing by MCWD, as payment in full for the Work. Work to be done at unit prices will be paid based on actual quantities of work performed and accepted.

B. Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. MCWD shall make payment within thirty (30) days of receipt of a complete and undisputed application, less five percent retention. MCWD shall release the retained funds (less any amounts in dispute, deducted for liquidated damages or as required by law, or other offsets) no less than thirty-five (35) days after the date MCWD accepts the Work. Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by MCWD to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300.

If any of the Work is to be paid based on unit prices, Contractor shall submit a monthly itemized estimate of Work done for the purpose of making progress payments. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by MCWD, for unit price items listed, if any, in the Bid Form. Following MCWD's acceptance of the Work, the Contractor shall submit to MCWD a written statement of the final quantities of unit price items for inclusion in the final payment request. MCWD shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

C. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, certified payroll reports, and other documents, in form satisfactory to MCWD, prior to receipt of any payment. Contractor shall submit Conditional and Unconditional waivers and release of lien upon (as provided in Civil Code Sections 8132, 8134, 8136 and 8138) on behalf of itself, subcontractors and suppliers that furnished labor, material, equipment or services to the Project. Contractor shall pay any subcontractor their prorated share of the payment for all undisputed services within 7 days after receipt of each progress payment, in accordance with California Business and Professions Code, Section 7108.5.

### **SECTION 3 - ENTIRE AGREEMENT**

This Agreement represents the entire agreement between MCWD and Contractor and supersedes any prior written or oral representations. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

### **SECTION 4 - TIME**

A. Contractor shall complete the Project no later than Seventy-Five (75) calendar days following MCWD's issuance of the Notice to Proceed (the "Contract Time"). Project completion is defined as full pipeline and turnout construction, activation of the new turnouts, and site cleanup with District approval.

B. New Turnouts are to be installed while keeping existing transmission main operational.

C. Time is of the essence of this Agreement.

D. Contractor shall provide MCWD with scheduling information in a form acceptable to MCWD, including any changes made by MCWD in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors and suppliers so as not to delay or damage their performance.

E. If Contractor fails to complete the Project within the Contract Time, MCWD will sustain damage. It is and will be impracticable to determine the actual damage which MCWD will sustain in the event of and by reason of such delay, therefore Contractor will pay to MCWD the sum set forth in the Special Conditions for each and every calendar day's delay beyond the time prescribed to complete the Work; Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that MCWD may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

F. It is further agreed that in case Contractor fails to complete the Project in all parts and requirements within the Contract Time, MCWD shall have the right to extend the Contract Time or not, as may seem best to serve the interest of MCWD; and if it decides to extend Contract

Time, MCWD shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses directly chargeable to the Contract that accrue during the period of such extension.

G. The Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Project caused solely by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within three (3) days from the beginning of any such delay, notify the Engineer, in writing of the causes of delay. MCWD shall ascertain the facts and the extent of delay, and his findings thereon shall be final and conclusive.

H. As an express condition of any adjustment of the Contract Time or Contract Price on account of delay, including delay caused by acts of MCWD, Contractor must give MCWD written notice of the commencement of delay within three (3) days of its occurrence.

## **SECTION 5 - LABOR**

A. The Contract is subject to California Labor Code Sections 1720 and following, and Contractor and any subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, MCWD has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in MCWD, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of MCWD, and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to MCWD not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

B. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

C. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve

compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to MCWD, forfeit One Hundred Dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

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

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

F. If the Contract Price is greater than \$25,000, Contractor shall, in advance of excavation five feet or more in depth, submit to MCWD a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations, and all costs therefor shall be included in the Contract Price. Nothing in this section shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose a tort liability on MCWD, any of its officers, officials, partners, employees, agents, Contractors or volunteers. MCWD's review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders. Prior to commencing any excavation, the Contractor shall designate in writing to MCWD the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

G. Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Price, and no additional compensation will be allowed therefore.

## **SECTION 6 - CHANGES IN WORK**

A. Contractor shall make no changes in the Work without written direction from MCWD. Contractor shall not be compensated for any change made without any MCWD's written direction. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

B. If MCWD directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;
2. By a combination of existing and new unit prices and related quantities for the changed work;
3. Time and Materials, calculated as set forth in Section 6(C), below; or



4. By mutual acceptance of a lump sum.

C. The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:

1. Labor: Contractor will be paid cost of labor for workers used in actual and direct performance of extra work, including only :
  - (a) Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
  - (b) Labor Surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined above, such as taxes and insurance. Labor surcharge shall be and shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra or changed work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.
2. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable: (a) If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to MCWD notwithstanding fact that such discount may not have been taken. (b) For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials. (c) If MCWD determines that cost of a material is excessive, then cost of material shall be deemed to be lowest reasonably available wholesale price at which material is available in quantities concerned delivered to Site, less any discounts described in (a), above.
3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.
  - (a) For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type.
  - (b) Cost of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by MCWD. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's

ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.

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

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

5. Overhead Defined:

- (a) The following constitutes charges that are deemed included in overhead for all Contract Modifications, including work performed on a Time and Materials basis. Contractor shall not invoice or receive payment for these costs separately: Drawings: field drawings, Shop Drawings, etc., including submissions of drawings; Routine field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; Computer services; Reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on-Site facilities (Offices, Telephones, Plumbing, Electrical Power, lighting; Platforms, Fencing, Water, Home office expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties.

6. Overhead and Profit for Time and Materials:

For work Contractor performs on Time and Materials at MCWD's direction, the following markups will be added to the cost of labor, materials and equipment, calculated as described above.

- (a) Overhead and profit on labor shall be fifteen percent (15%).
- (b) Overhead and profit on materials shall be fifteen percent (15%).

- (c) Overhead and profit on equipment rental shall be ten percent (10%).
- (d) When work is performed by a first tier Subcontractor, Contractor shall receive a five percent (5%) markup on Subcontractor's total costs of extra work. First tier Subcontractor's markup on its Work shall not exceed fifteen percent (15%).
- (e) When extra Work is performed by a lower tier Subcontractor, Contractor shall receive a total of five percent (5%) markup on the lower tier Subcontractor's total costs of extra work. Contractor and first tier Subcontractors and lower tier Subcontractors shall divide the fifteen percent (15%) markup as mutually agreed.
- (f) Notwithstanding the foregoing, in no case shall the total markup on any extra work exceed twenty percent (20%) of the direct cost, notwithstanding the actual number of Contract tiers.
- (g) On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.
- (h) The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

D. If MCWD directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, MCWD will make a reasonable adjustment to the Contract Time.

## **SECTION 7 - CLAIMS AND DISPUTES**

A. If any dispute shall arise between MCWD and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to MCWD within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.

B. If a claim cannot be resolved through direct discussions between MCWD and Contractor, disputes for \$375,000 or less shall be handled in accordance with Public Contract Code Sections 20104 et seq. MCWD shall respond in writing within 60 Days of receipt, or, may request in writing within 30 Days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims MCWD may have against the claimant. If additional information is needed thereafter, it shall be provided upon request. MCWD's response shall be submitted within 30 Days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

C. If a claim is more than \$375,000, the parties agree to participate in mediation with a mutually agreeable mediator following an exchange of documents reasonably necessary for resolution of the issues in dispute.

D. If the claimant disputes MCWD's response, or if MCWD fails to respond within the statutory time period(s), the claimant may so notify MCWD within 15 Days of the receipt of the response or the failure to respond and demand an informal conference to meet and confer for settlement. Upon such demand, MCWD shall schedule a meet and confer conference within 30 Days.

E. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code sections 900 et seq. and Government Code sections 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

F. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by MCWD, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

G. Venue for any litigation arising out of or relating to this Agreement shall be Monterey County, California.

H. Pursuant to Public Contract Code Section 9201, MCWD shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

## **SECTION 8 - INSPECTION AND PROTECTION OF WORK**

A. Responsibility for, and security of, all work and materials is the responsibility of the Contractor until final acceptance of the Project by MCWD.

B. Contractor shall make the work accessible at all reasonable times for inspection by MCWD. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by MCWD.

C. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, MCWD shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.

D. MCWD may reject materials or Work that does not meet the requirements of the Contract Documents. If MCWD does so, Contractor shall promptly remove the rejected materials or work and replace it with materials or work that meet the requirements of the Contract Documents, at no additional cost to MCWD.

## **SECTION 9 - ASSIGNMENT AND SUBCONTRACTING**

A. Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.

B. No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and specifications.

C. No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code Sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

D. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to MCWD, the subcontractor shall be removed immediately on the requisition of MCWD in the manner required by law and shall not again be employed on the work.

E. Contractor may not assign any portion of the Contract except upon written consent of MCWD.

## **SECTION 10 - TERMINATION**

A. Should Contractor fail within seven (7) calendar days from receipt of MCWD's written notice to correct any default, including but not limited to failure perform the Work in accordance with the Contract Documents, failure to comply with the directions of MCWD, or failure pay its creditors, MCWD may terminate this Agreement and/or, in its sole discretion, make a demand on Contractor's performance bond surety. Following a termination for default, MCWD shall have the right to take whatever steps it deems necessary to complete the Project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of MCWD's corrective action, including reasonable overhead, profit and attorneys' fees.

B. MCWD may at any time terminate the Contract at MCWD's convenience upon five (5) days written notice to Contractor; in the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which costs are documented to MCWD's satisfaction, calculated in accordance with Section 6, above. Contractor shall not be entitled to any claim or lien against MCWD for any additional compensation or damages in the event of such termination.

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

## **SECTION 11 - HOLD HARMLESS AND INDEMNIFICATION**

A. MCWD and all officers and employees thereof connected with the Work, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of MCWD's officers or employees.

B. Contractor shall indemnify, defend with legal counsel approved by MCWD, and hold harmless MCWD, its officers, officials, employees and volunteers, and Design Engineer from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or related to the Work or the Project, except such loss or damage which is caused by the sole or active negligence or willful misconduct of MCWD. Should conflict of interest principles preclude a single attorney from representing both MCWD and Contractor, or should MCWD otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse MCWD its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other cost and fees of litigation. The Contractor shall promptly pay any final judgment rendered against MCWD (and its officers, officials, employees and volunteers) except for claims determined by a trier of fact to have been the result of MCWD's sole or active negligence or willful misconduct. The foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

C. Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of MCWD under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless MCWD for liability attributable to the active negligence of MCWD, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where MCWD is shown to have been actively negligent and where MCWD's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of MCWD.

D. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall be considered necessary by MCWD, may be retained by MCWD until disposition has been made of such suits or claims for damage.

## **SECTION 12 - BONDS AND INSURANCE**

### **A. Bonds**

1. Within ten (10) days after being notified of the award of the contract, and before MCWD will execute the agreement for construction, the Contractor to whom the Contract is awarded shall furnish and file with MCWD Performance and Payment Surety bonds as set forth below.
2. Contractor shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to MCWD conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

B. Insurance

1. Contractor shall obtain, at its sole cost and expense, all insurance required by Attachment A to this Agreement. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to MCWD within ten (10) days after being notified of the award of the contract, and before execution of the agreement for construction by MCWD.

**SECTION 13 - WARRANTY**

Contractor warrants to MCWD that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents.

Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

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

**SECTION 14 - LAWS TO BE OBSERVED**

A. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations that in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future Federal, State and local laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Project; and shall protect and indemnify MCWD, and all officers and employees thereof connected with the Project, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by MCWD's representative or their employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, Contractor shall promptly report the same to MCWD in writing.

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

**SECTION 15 - MISCELLANEOUS**

A. Existing Utilities

The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require MCWD to indicate the presence

of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project. Underground facilities not known to MCWD may exist, or be in a location different from that which is shown in the Contract Documents.

Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code 4215 et seq. Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged.

If the Contractor is required to locate, repair damage not due to the Contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under Section 6 of this Contract – Changes in the Work – including payment for equipment on the Project necessarily idled during such work.

The right is reserved by MCWD and the owners of underground facilities or their authorized agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connection or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

MCWD will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by MCWD in the Contract Documents or which can reasonably be inferred from the presence of other visible facilities.

#### B. Utility Location

It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.

The locating of utilities shall be in conformance with Government Code Section 4216 except for MCWD's utilities located on MCWD's property and not on public right-of-way.

After the utility survey is complete, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. Contractor shall notify MCWD before starting potholing operations.

The Contractor's attention is directed to the requirements of Government Code Section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision



(a) of 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time.” The Contractor shall notify MCWD in advance of this meeting.

C. Differing Site Conditions

1. The Contractor shall promptly, and before the following conditions are disturbed, notify MCWD in writing of any:
  - (a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - (b) Subsurface or latent physical conditions at the site differing materially from those indicated by information about the site made available to bidders before the deadline for submitting bids, or
  - (c) 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 this Contract.
2. Contractor shall give Notice in accordance with the Change Order provisions above.
3. MCWD shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.
4. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.
5. In the event a dispute arises between MCWD and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests.

D. Records and Audits

1. Contractor and its subcontractors shall establish and maintain records pertaining to this contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of all costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.

2. Contractor shall permit MCWD and its authorized representatives to inspect, examine and make copies of Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. MCWD further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3)-year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Contract.
3. Pursuant to California Government Code Section 8546.7, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

E. Clayton Act and Cartwright Act

Section 7103.5 of the Public Contract Code specifies that in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business Profession Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. Pursuant to Public Contract Code Section 7103.5 the Contractor and all of its Subcontractors hereby offer and agree to assign to MCWD 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 Sec. 16700) of Part 2 of Division 7 of the Business Profession Code, arising from purchase of goods, services or materials pursuant to this Agreement. This assignment shall become effective when MCWD tenders final payment to the Contractor without further acknowledgement by the parties.

F. Site Superintendent

The Contractor shall provide competent supervision and staffing of the Work as approved by MCWD. The Contractor or designated representative shall be present at the site at all times while work is actually in progress. Superintendent must be able to proficiently speak, read and write in English.

G. Character of Workers

If any or person employed by the Contractor or any Subcontractor shall appear to MCWD to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the request of MCWD, and such person shall not again be employed on the Work.

H. Notices

All notices permitted or required under this Agreement shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

**Marina Coast Water District:**

**CONTRACTOR:**

Email: Engineer@mcwd.org

Email: \_\_\_\_\_

Attn: Garrett Haertel

Attn: \_\_\_\_\_

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by email, upon delivery; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

**SECTION 16 - WAIVERS OF LIEN**

Upon request the Contractor shall submit a complete list of major suppliers and/or subcontractors who will be providing material and/or labor for the performance of the Work, and shall submit with each payment request waivers of lien from each major supplier and/or subcontractor. Sample forms to be used will be furnished by MCWD.

**SECTION 17 - CLEAN-UP**

Contractor will remove from the project site and surrounding area all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, MCWD may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.

**SECTION 18 - LICENSE REQUIREMENT**

Contractor's attention is directed to Business and Professions Code Sections 7000 et seq. concerning the licensing of contractors. At the time Contractor enters into this Contract and all times Contractor is performing the Work, Contractor shall have a valid license issued by the Contractors State License Board in the classification stated in the Special Conditions. All bidders and subcontractors shall be licensed in accordance with the laws of this State and any contractor or subcontractor not so licensed is subject to penalties imposed by such laws.

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

**SECTION 19 - COMPLIANCE WITH STATE STORM WATER PERMIT**

Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2022-0057-DWQ, including any and all subsequent amendments. National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

**MARIINA COAST WATER DISTRICT:**

**CONTRACTOR:**

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

By: \_\_\_\_\_  
(Authorized Representative of Contractor)

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

Printed Name: \_\_\_\_\_

**ATTEST:**

Title: \_\_\_\_\_  
(Attach Notary Acknowledgment for  
Authorized Representative of Contractor)

\_\_\_\_\_  
Board Secretary

License No. \_\_\_\_\_

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

(Contractor Signature must be Notarized)

## 00 73 13 - SPECIAL CONDITIONS

### 1.1 LIQUIDATED DAMAGES

- A. As provided in the Notice Inviting Bids, Contractor shall pay to MCWD the sum of \$1,000 for each and every calendar day's delay in completion of the Work beyond expiration of the Contract Time.

### 1.2 LICENSE CLASSIFICATION

- A. In accordance with Section 3300 of the Public Contract Code, MCWD has determined that the Contractor shall have a **Class A General Engineering Contractor** at the time it enters into the Contract and at all times it is performing the Work.

### 1.3 ASSIGNED CONTRACTOR PERSONNEL

- A. Contractor and subcontractor employees who will perform work on this project may be subject to a background investigation.

### 1.4 COOPERATION AND CARE

- A. Should construction be under way by MCWD, other agencies or other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. MCWD reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.
- B. Until the final acceptance of the contract, the Contractor shall have the charge and care of the Work and of the materials to be used therein, including materials for which partial payment has been received. MCWD shall not be held responsible for the care or protection of any material or parts of the Work prior to final acceptance, except as expressly provided in the Special Conditions.
- C. The contractor shall verify all elevations and dimensions shown on the construction drawings within MCWD right-of-way prior to starting Work. The contractor shall notify the owner's representative of any discrepancy in the construction drawings or site conditions so that proper clarifications can be made before construction begins.

### 1.5 PROGRESS OF THE WORK

- A. Hours of work - Overtime and holidays. The Contractor shall perform all work during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday unless otherwise authorized by MCWD in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from MCWD. The request must be received at least two (2) working days in advance of any work. No work will be allowed on MCWD Holidays except in the case of an emergency. A listing of MCWD holidays is on file in the office of MCWD. If Contractor requests overtime work in which MCWD will incur costs, Contractor shall be responsible for payment of MCWD's costs incurred in connection with the overtime work. MCWD will invoice the

Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) days, MCWD may deduct the amount billed from other payments due or to become due to Contractor under the Contract.

- B. MCWD shall have the authority to suspend the Work wholly or in part, for such a period as it may deem necessary.
- C. Inspection. All Work shall be inspected by MCWD. The charges for inspection shall be in accordance with MCWD's regulations. If MCWD is unable to provide an inspector or inspectors, Contractor shall reschedule the Work for another time at no cost to MCWD. Work performed without inspection shall be rejected.

#### 1.6 LIMITS OF WORK

- A. The "limits of work" are shown on the plans. The Contractor shall make its own arrangements, and pay all expenses for additional area required outside of the limits of work unless provided in the Special Conditions.

#### 1.7 TEMPORARY FIELD OFFICE

NOT USED.

#### 1.8 FUGITIVE DUST

- A. In addition to all other environmental and air quality requirements of the Contract Documents, Contractor must also comply with Monterey Bay Air Resources District's Fugitive Dust regulations, to reduce the amount of particulate matter entrained in the ambient air as a result of the Project.
- B. MCWD has considered these other contractors when determining the Contract Times and no additional time or compensation will be added to the Contract due to these requirements.

#### 1.9 ADDITIONAL INSUREDS

- A. In addition to the Owner, include the following as additional insureds the following:
  - 1) Design Engineer: Schaaf & Wheeler Consulting Civil Engineers.

#### 1.10 REFERENCE PLANS AND REPORTS

- B. The Contractor may request copies of the following references from the Owner:
  - 1) Plans: MCWD Regional urban Water Augmentation Project, Recycled Water Pipeline and Blackhorse Reservoir, CIP # RW-1056, prepared by Carollo Engineers, Record Drawings dated December 2019, sheets C-01 to C-04.
  - 2) Letter Report: Marina Coast Recycled Water Pipeline – 100% Design, Marina, CA, Preliminary Trenching Evaluation, prepared by Engeo Incorporated, dated 10/23/2006.

### **END OF SPECIAL CONDITIONS**

**00 73 13 - ATTACHMENT A**  
**INSURANCE REQUIREMENTS FOR MINOR PUBLIC WORKS PROJECTS**

1. Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to MCWD that it has secured all insurance required under this Section. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence to MCWD that the subcontractor has secured all insurance required under this Section.
  
2. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement and shall verify subcontractors' compliance. Contractor's and subcontractor's insurance shall meet at least the following minimum levels of coverage:
  - (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following:
    - (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
  
    - (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and
  
    - (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, with statutory limits. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability or (2) cross liability for claims or suits by one insured against another.
  
  - (B) Minimum Limits of Insurance. Contractor shall maintain limits no less than:
    - (1) General Liability: \$2,000,000.00 per occurrence, \$4,000,000.00 aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit;
  
    - (2) Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage; and
  
    - (3) Workers' Compensation and Employer's Liability: Workers' Compensation: statutory limits. Employer's Liability limits of \$1,000,000.00 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(4) Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with MCWD. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with MCWD evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, MCWD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by MCWD will be promptly reimbursed by Contractor or MCWD may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, MCWD may suspend or terminate this Agreement.

3. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by MCWD, to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, MCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions shall be covered as additional insureds with respect to the Work or ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects MCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of MCWD, before MCWD's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by MCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) MCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects MCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by MCWD, its directors,



officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree, using form WC 00 03 13 or the exact equivalent to waive all rights of subrogation against MCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions for losses paid under the terms of the insurance policy.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to include the following provisions:

(i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to MCWD and all additional insureds,

(ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to MCWD and any other additional insureds,

(iii) standard separation of insureds provisions,

(iv) no special limitations on the scope of protection afforded to MCWD, and all additional insureds,

(v) waiver of any right of subrogation of the insurer against MCWD, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others required to provide insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, Contractor hereby waives its own right of recovery against MCWD or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

4. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by MCWD. Contractor shall guarantee that, at the option of MCWD, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

5. Claims Made Policies. Claims made policies are not acceptable.

6. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until Contractor has verified that the subcontractor has provided evidence to MCWD that they have secured all insurance required under this Section. If requested by Contractor, MCWD may approve

different scopes or minimum limits of insurance for particular subcontractors. The Contractor and MCWD shall be named as additional insureds on all subcontractors' policies of Commercial General Liability Insurance.

7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to MCWD.
8. Verification of Coverage. Contractor shall furnish MCWD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to MCWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by MCWD before work commences. MCWD reserves the right to require complete, certified copies of all required insurance policies, at any time.
9. Reservation of Rights. MCWD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **END OF INSURANCE REQUIREMENTS**

**PLANS**  
**FOR**  
**RW-2401 IRRIGATION CONNECTIONS AT ARMSTRONG RANCH PROJECT**

(Drawing are included as a separate attachment)