



BOARD OF DIRECTORS REGULAR MEETING AGENDA

Monday, September 21, 2026 at 3:00 PM

66575 Second St, Desert Hot Springs, CA AND/OR Via Teleconference

NOTICE IS HEREBY GIVEN THAT THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT WILL HOLD ITS REGULAR MEETING(S) ON THE DATE LISTED ABOVE. THE BOARD WILL MEET IN PERSON AT 66575 SECOND STREET, DESERT HOT SPRINGS.

THE PUBLIC IS PERMITTED TO ATTEND THIS MEETING IN PERSON OR VIRTUALLY USING THE ZOOM LINK BELOW.

JOIN ZOOM MEETING:

<https://us02web.zoom.us/j/8220655340?from=addon>

DIAL BY PHONE:

+1 (408) 638-0968

Meeting ID: 822 065 5340

ACTION MAY BE TAKEN ON ANY ITEM LISTED ON THIS AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF BOARD MEMBER REMOTE ATTENDANCE
4. PLEDGE OF ALLEGIANCE
5. RULES OF PROCEDURE
6. PUBLIC INPUT

*This is the opportunity for members of the public to address the Board on matters within the Board's jurisdiction. **Please limit comments to three (3) minutes or less.** State law prohibits the Board from discussing or taking action on any item not listed on the agenda.*

PRESENTATION

7. GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) AWARD PRESENTATION
Award for Excellence in Budget Reporting

EMPLOYEE RECOGNITION

8. HUMAN RESOURCES REPORT — PERSONNEL ACTIVITY FOR JULY AND AUGUST 2026

66575 Second Street, Desert Hot Springs, CA 92240 • www.mswd.org • (760) 329-6448

ACTION ITEMS**9. PUBLIC HEARING ~ ORDINANCE 2026-01 ~ UPDATING THE ALLOWABLE DAILY RATE OF COMPENSATION FOR THE BOARD OF DIRECTORS**

It is recommended to adopt Ordinance 2026-01, updating the allowable daily rate of compensation for the Board of Directors pursuant to Water Code 20202 et seq.

10. RESOLUTION 2026-16 ~ AUTHORIZING THE GENERAL MANAGER TO SIGN AND EXECUTE AGREEMENTS AND SUPPORTING DOCUMENTS WITH THE STATE WATER RESOURCES CONTROL BOARD FOR THE SEPTIC TO SEWER CONVERSION OF THE INDIAN CANYON MOBILE HOME PARK

It is recommended to adopt Resolution No. 2026-16 and authorize the General Manager to sign and execute agreements and necessary supporting documents with the State Water Resources Control Board for the Septic to Sewer Conversion of the Indian Canyon Mobile Home Park.

11. APPROVE CV WATER COUNTS REGIONAL COMMUNICATIONS SUPPORT AGREEMENT WITH HUNTER JOHNSON, PUBLIC AFFAIRS BUDGET AUGMENTATION AND REIMBURSABLE COST RECOVERY JOB

It is recommended to authorize the General Manager to execute an Agency Services Agreement with Hunter Johnson for regional CV Water Counts communications support in an amount not to exceed \$157,000, approve a \$139,500 augmentation to the Public Affairs Budget, and establish a \$139,500 reimbursable job to administer program costs and collect reimbursements from participating agencies.

12. CONTRACT AMENDMENT NO. 2 TO WILLDAN ENGINEERING FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE GQPP AD-15 AREA M-2 SEWER AND WATER LINE REPLACEMENT PROJECT

It is recommended to approve Amendment No. 2 for Willdan Engineering to add services to the existing On-Call Contract for an amount of \$1,429,387.

13. ACCEPTANCE OF THE NOTICE OF COMPLETION FOR THE REGIONAL SEWER CONVEYANCE LINE PROJECT

It is recommended to accept the Regional Sewer Conveyance Line Project as complete and authorize the release of retention monies held for Downing Construction, Inc., in the amount of \$197,057.98, including any subsequent escrow account accruals, thirty-five days after the filing of the Notice of Completion (NOC).

14. AWARD CONTRACT TO AMTEK CONSTRUCTION, GA TECHNICAL SERVICES AND LEED ELECTRIC FOR ON-CALL ELECTRICAL MAINTENANCE AND REPAIR SERVICES

It is recommended to authorize the General Manager to execute a one-year contract for On-Call Electrical Maintenance and Repair Services, in an amount not-to-exceed \$100,000.00, with the option to extend for two additional one-year terms, subject to negotiated price adjustments, with each of the following contractors: 1) Amtek Construction, in an amount not to exceed \$100,000; 2) GA Technical Services Inc., in an amount not to exceed \$100,000; and 3) Leed Electric Inc., in an amount not to exceed \$100,000.

- 15. AWARD CONTRACT TO GILES GENERAL ENGINEERING, KIRTLEY CONSTRUCTION, AND TRI-STAR CONTRACTING II FOR ON-CALL POTABLE WATER AND SANITARY SEWER REPAIR SERVICES**
It is recommended to authorize the General Manager to execute a one-year contract for On-Call Potable Water and Sanitary Sewer Repair Services, in an amount not-to-exceed \$100,000.00, with the option to extend for two additional one-year terms, subject to negotiated price adjustments, with each of the following contractors: 1) Giles Engineering, in an amount not to exceed \$100,000; 2) Kirtley Construction Inc., in an amount not to exceed \$100,000; and 3) Tri-Star Contracting II Inc., in an amount not to exceed \$100,000.
- 16. AWARD CONTRACT TO LAYNE CHRISTENSEN, L.O. LYNCH QUALITY WELLS, SOUTH WEST PUMP, & WEBER WATER RESOURCES FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES**
It is recommended to authorize the General Manager to execute a one-year contract for On-Call Well Maintenance and Repair Services, in an amount not-to-exceed \$200,000.00, with the option to extend for two additional one-year terms, subject to negotiated price adjustments, with each of the following contractors: 1) Layne Christensen Company in an amount not to exceed \$200,000; 2) L.O. Lynch Quality Wells & Pumps, Inc. in an amount not to exceed \$200,000; 3) South West Pump & Drilling, Inc. in an amount not to exceed \$200,000; and 4) Weber Water Resources in an amount not to exceed \$200,000.
- 17. APPROVE CONTRACT AMENDMENT NO. 6 TO KENWOOD ENERGY FOR PROFESSIONAL SERVICES AGREEMENT FOR SOLAR O&M SERVICES RFP**
It is recommended to authorize the General Manager to approve Amendment No. 6 to the professional service contract agreement with Kenwood Energy for Solar O&M Services RFP in the amount of \$9,993.50, plus a 10% contingency for a total of \$10,992.50. The amendment will increase the contract amount from \$30,000.00 to a not-to-exceed amount of \$40,992.50.
- 18. AWARD CONTRACT TO KENWOOD ENERGY FOR THE RENEWABLE ENERGY CREDITS REQUEST FOR PROPOSAL**
It is recommended to authorize the General Manager to execute a general services contract agreement with Kenwood Energy for the Renewable Energy Credit Request for Proposal, in an amount not-to-exceed \$23,281.25.
- 19. APPROVE CHANGE ORDER NO. 3 TO PHOTOVOLTAICS CALIFORNIA FOR THE LITTLE MORONGO & 19TH AVENUE RES-BCT SOLAR SITE REPAIRS PROJECT**
It is recommended to authorize the General Manager to approve Change Order No. 3 to the contract with Photovoltaics California for the Little Morongo & 19th Ave. RES-BCT Solar Site Repairs Project in the amount of \$137,833.06, plus a 10% contingency, for a total of \$151,616.37. This action will increase the contract amount from \$324,752.20 to a not-to-exceed amount of \$476,368.56. It is also recommended that the Board approve augmenting Capital Job No. 11900 by \$228,000, for a total project budget of \$561,881.
- 20. ENTERPRISE AGREEMENT FOR THE ESRI ADVANTAGE PROGRAM**
It is recommended to authorize the General Manager to execute a one year ESRI Small Utility Enterprise Agreement for the ESRI Advantage Program, in an amount not to exceed \$65,150.
- 21. NEW CAPITAL BUDGET REQUEST FOR WELL 34 DOWNHOLE EQUIPMENT REPAIRS PROJECT**
It is recommended to authorize the General Manager to approve a capital budget augmentation

of \$132,570.00 creating a project number to cover material and installation costs for the Well 34 Downhole Equipment Repairs project.

DISCUSSION ITEMS

22. MSWD MAIN CAMPUS PROJECT

23. GROUNDWATER PROTECTION PROGRAM UPDATE

CONSENT AGENDA

Consent agenda items are expected to be routine and non-controversial, to be acted upon by the Board at one time, without discussion. If a member would like an item to be handled separately, it will be removed from the Consent Agenda for separate action.

24. APPROVAL OF MINUTES

It is recommended to approve the minutes as follows:

July 8, 2026 ~ Special Meeting Workshop

July 14, 2026 ~ Special Meeting Pretreatment Compliance Hearing

July 16, 2026 ~ Study Session

July 20, 2026 ~ Board Meeting

25. REGISTER OF DEMANDS

The register of demands for July 2026 totaling \$3,050,081.20 and August 2026 totaling \$1,801,940.80.

26. BOARD COMPENSATION

It is recommended to consider board compensation for the following event: The State of the Pass: Water. Housing. Business. What's Next., October 6, 2026 - President Duff

REPORTS

27. DIRECTOR'S REPORTS

28. GENERAL MANAGER'S REPORT

Included in this report are the following oral reports:

A. Finance Report

B. Public Affairs Report

COMMENTS

29. DIRECTOR COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

1. General Comments

2. Requests for Future Agenda Items

3. Requests for Future Meetings

CLOSED SESSION

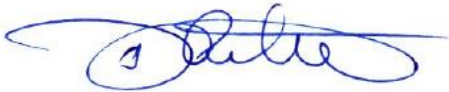
- 30. CONFERENCE WITH LEGAL COUNSEL REGARDING POTENTIAL INITIATION OF LITIGATION**
pursuant to Government Code Section 54956.9(d)(4) Three potential cases.
- 31. REPORT ON ACTION TAKEN DURING CLOSED SESSION**
- 32. ADJOURN**

If you need special assistance to participate in this meeting, please contact the Executive Assistant at (760) 660-4403 at least 48 working hours prior to the meeting.

ANY DISCLOSABLE PUBLIC RECORDS RELATED TO AN OPEN SESSION ITEM ON A REGULAR MEETING AGENDA AND DISTRIBUTED BY MISSION SPRINGS WATER DISTRICT TO ALL OR A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THAT MEETING ARE AVAILABLE FOR PUBLIC INSPECTION AT THE DISTRICT OFFICE, 66575 SECOND STREET, DESERT HOT SPRINGS, CALIFORNIA DURING NORMAL BUSINESS HOURS AND MAY ALSO BE AVAILABLE ON THE DISTRICT'S WEBSITE AT WWW.MSWD.ORG/MEETINGS. NOTE: THE PROCEEDINGS MAY BE AUDIO AND VIDEO RECORDED.

CERTIFICATION OF POSTING

I certify that on or before September 18, 2026, a copy of the foregoing notice was posted near the regular meeting place of the Board of Directors of Mission Springs Water District at least 72 hours in advance of the meeting (Government Code Section 54954.2).



Dori Petee
Executive Assistant

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING

MEETING DATE: SEPTEMBER 17, 2026

FROM: ORIANA HOFFERT, HR MANAGER

FOR: INFORMATION



HUMAN RESOURCES REPORT — PERSONNEL ACTIVITY FOR JULY AND AUGUST 2026

NEW HIRES

EMPLOYEE NAME	POSITION
Jeremy McDonald	Water Operations Superintendent
Edith Felix	Customer Service Representative I

ANNIVERSARIES

EMPLOYEE NAME	POSITION	TIME WITH DISTRICT
Victor Zaragoza	Accounting Technician	1 Year
Yoatzin Lazaro Rocha	Customer Service Representative I	1 Year
Skyler Aubrey	Accounting Manager	1 Year
Robert Mojica	Water Production Operator II	1 Year
Daniel Virgen Jr	Associate Engineer	1 Year
Ryan Goodner-Belli	GIS Specialist	2 Years
Joe Hernandez	Field Service Representative II / Backflow Specialist	19 Years

PROMOTIONS

EMPLOYEE NAME	NEW POSITION	PRIOR POSITION
Lisa Pelton	Customer Service Supervisor	Senior Customer Service Representative

CERTIFICATIONS/EDUCATIONAL ACCOMPLISHMENTS

EMPLOYEE NAME	CERTIFICATION/DEGREE
N/A	N/A

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING
MEETING DATE: SEPTEMBER 17, 2026
FROM: MARION CHAMPION, ASSISTANT GENERAL
FOR: MANAGER
ACTION



ORDINANCE 2026-01 ~ UPDATING THE ALLOWABLE DAILY RATE OF COMPENSATION FOR THE BOARD OF DIRECTORS

STAFF RECOMMENDATION

It is recommended to adopt Ordinance 2026-01, updating the allowable daily rate of compensation for the Board of Directors pursuant to Water Code 20202 et seq.

SUMMARY

The proposed ordinance updates Board compensation in accordance with California Water Code Section 20202, which allows increases of up to 5% for each calendar year following the last adjustment. In 2000, Ordinance No. 2000-1 established Board compensation at \$100 per day, capped at 10 days of service per month. In November 2023, Ordinance No. 2023-01 increased the rate to \$250 per day. Based on the statutory formula, the allowable daily rate may now be increased to an amount not exceeding \$275. Following Board discussion in May 2026, notice of the public hearing was published in The Desert Sun on September 6th and September 13th, 2026.

ANALYSIS AND FISCAL IMPACT

If adopted, Ordinance 2026-01 will not take effect until November 20, 2026, which is 60 days after final adoption as required by Water Code 20204. The FY 2027 budget has already been adjusted to account for the proposed increase.

BUDGET INFORMATION & STRATEGIC PLAN IMPLEMENTATION

Action Cost:	Current FY Cost:	Future FY Cost:	Funding Source	Acct/Project No.
\$10,000	\$110,000	\$165,000	Operating 101	10152150100
Covered in current FY budget?		Adjustment Needed?	Current Balance	Balance if Approved:
Yes		No	\$152,250	\$42,250
Strategic Plan Goal Alignment:				
This action supports SMART Goal No. 3: Financial Management by promoting the District’s long-term financial stability and resilience through sound fiscal practices, transparency, and accountability.				

ATTACHMENTS

Ord 2026-01 Board Compensation

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE MISSION SPRINGS WATER DISTRICT ESTABLISHING COMPENSATION AND REIMBURSEMENTS OF EXPENSES FOR DIRECTORS

WHEREAS, Section 20201 et seq., of the Water Code authorizes the Board of Directors of the Mission Springs Water District (the "Board" of the "District") to provide compensation to members of the Board in an amount not to exceed one hundred dollars (\$100) per day for each day's attendance at meetings of the Board, or for each day's service rendered as a member of the Board, for not more than a total of ten (10) day's service in any calendar month; and

WHEREAS, Section 20202 of the Water Code further provides that the Board may provide that the amount of compensation to be received by members of the Board may be increased by an amount equal to five percent for each calendar year following the operative date of the last adjustment of the compensation, and

WHEREAS, Section 20201 et seq., of the Water Code further provides that such compensation and/or increases thereof, shall be enacted by the Board only by ordinance adopted following a public hearing; and

WHEREAS, the Board adopted Ordinance 2023-01 in November 2023 setting the compensation rate at Two Hundred and Fifty Dollars (\$250.00) per day for each day's attendance at meetings, or for each day's service rendered as a member of the Board, for not more than a total of ten (10) days in any calendar month, as authorized by Section 20201 et seq. of the Water Code; and

WHEREAS, the Board wishes to provide for their compensation in the amount of Two Hundred and Seventy-Five Dollars (\$275) per day for each day's attendance at meetings, or for each day's service rendered as a member of the Board, for not more than a total of ten (10) days in any calendar month, as authorized by Section 20201 et seq. of the Water Code; and

WHEREAS, the Board finds that notice of its intent to provide compensation in accordance with Section 20201 et seq. of the Water Code has been duly given and published in accordance with Section 6066 of the Government Code, and that a public hearing has been held thereon;

WHEREAS, upon the effective date of this Ordinance, the Board wishes to specify all compensation and reimbursements of expenses for members of the Board of Directors of the Mission Springs Water District;

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE MISSION SPRINGS WATER DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Attendance at Board Meetings.

Pursuant to Sections 20200 through 20207 of the California Water Code of the Mission Springs Water District Law, each member of the Board shall receive compensation in the amount of Two Hundred and Seventy-Five Dollars (\$275.00) per day for each day's attendance at meetings of the Board, and at Board committee meetings and Board hearings when held on days separate from Board meetings. Service at such hearings and committee meetings is hereby deemed to be at the request of the Board.

SECTION 2. Other Services Rendered as a Director.

Each member of the Board shall also receive compensation in the amount specified in Section 1 for each day of service rendered at the request of the Board.

Each member of the Board will be compensated for attendance at District-related activities if designated by the Board as the District's primary representative on the Mission Springs Water District Affiliations Listing, which shall be deemed to be approved in advance by Board action. In the event a primary delegate or representative assigned to an organization or committee as provided for therein is unable to attend, the designated alternate will be compensated for attendance in accordance herewith.

The Board may also request that a member of the Board attend other water-related or educational conferences, and such attendance will be deemed service as a member of the Board at the Board's request.

SECTION 3. Maximum Permissible Service.

No payments shall be made under Sections 1 and 2 for attendance or service exceeding a total of ten days in any calendar month.

SECTION 4. Expenses.

Any actual expenses, including mileage, incurred by members of the Board for attendance or service rendered pursuant to Section 2 shall be paid directly by the District or else reimbursed by the District upon presentation of satisfactory evidence thereof.

In addition to the functions specifically pre-authorized in Section 2, or specifically requested by the Board pursuant to Section 1, members of the Board may also receive mileage reimbursement to attend a meeting, conference or other function not listed under Section 2, and for those days of service the participating member(s) of the Board may receive reimbursement for all actual and necessary expenses incurred incidental thereto pursuant to Section 4, but will not be compensated for a day of service pursuant to Section 2.

SECTION 5. Implementation.

The General Manager is hereby authorized to develop such forms and procedures as may be necessary to implement this Ordinance.

SECTION 6. Effective Date and Repeal.

This Ordinance shall take effect sixty (60) days after its final adoption in accordance with California Water Code Section 20204 and upon its effective date shall replace all previously adopted ordinances that are inconsistent herewith. Notwithstanding the foregoing, in the event this Ordinance is determined to be invalid for any reason, the most recent prior ordinance addressing the subject matter of this Ordinance shall remain in place and remain valid.

BE IT FURTHER ORDAINED that the effective date of this ordinance shall be on November 20, 2026.

Passed, approved, and adopted this 21st day of September 2026.

Ayes:

Noes:

Abstain:

Absent:

Amber Duff, President of Mission Springs Water District, and its Board of Directors

ATTEST:

Brian Macy, Secretary of Mission Springs Water District and its Board of Directors

APPROVED AS TO FORM:

John Pinkney, District Counsel

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING
MEETING DATE: SEPTEMBER 17, 2026
FROM: MARION CHAMPION, ASSISTANT GENERAL MANAGER
FOR: ACTION



RESOLUTION 2026-16 ~ AUTHORIZING THE GENERAL MANAGER TO SIGN AND EXECUTE AGREEMENTS AND SUPPORTING DOCUMENTS WITH THE STATE WATER RESOURCES CONTROL BOARD FOR THE SEPTIC TO SEWER CONVERSION OF THE INDIAN CANYON MOBILE HOME PARK

STAFF RECOMMENDATION

It is recommended to adopt Resolution No. 2026-16 and authorize the General Manager to sign and execute agreements and necessary supporting documents with the State Water Resources Control Board for the Septic to Sewer Conversion of the Indian Canyon Mobile Home Park.

SUMMARY

Indian Canyon Mobile Home Park (113 spaces), located in a disadvantaged community in North Palm Springs, currently relies on aging septic systems that are failing and creating potential risks to our local groundwater quality. The proposed project would eliminate the existing septic systems and connect the mobile home park to MSWD's sewer system through the construction of on-site and off-site sewer infrastructure. MSWD intends to pursue grant funding for project planning and design and has received a Letter of Intent from the property owner expressing support for the project and grant application. Implementation is contingent upon grant funding and approval by the MSWD Board of Directors.

ANALYSIS AND FISCAL IMPACT

The 22 septic tanks serving the park are aging and failing, creating increased maintenance costs for residents and potential groundwater contamination risks. Because MSWD's sewer system is near the property and has available capacity, the project would connect the park to the District's sewer system. Estimated construction costs are approximately \$6.1 million. MSWD intends to apply for a \$700,000 SWRCB grant to fund project planning and design, with future grant funding sought for construction and implementation. Financial terms and conditions associated with future grant funding or financing will be presented to the Board for consideration and approval at a later date.

BUDGET INFORMATION & STRATEGIC PLAN IMPLEMENTATION

Action Cost:	Current FY Cost:	Future FY Cost:	Funding Source	Acct/Project No.
\$0	N/A	N/A	General Funds/Grants	11934
Covered in current FY budget?	Adjustment Needed?	Current Balance:	Balance if Approved:	
No	No	N/A	N/A	
Strategic Plan Goal Alignment:				
SMART Goal 2.3 MSWD's commitment to eliminate known groundwater pollution while leveraging funding opportunities.				

ATTACHMENTS

Attachment 1 - Reso 2026-16 - Grant Application - Indian Canyon MHP Septic to Sewer Conversion, Attachment 2 - Indian Canyon MHP - Letter of Intent

RESOLUTION NO. 2026-16**A RESOLUTION TO THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT AUTHORIZING A STATE REVOLVING FUND APPLICATION FILING FOR THE INDIAN CANYON MOBILE HOME PARK SEPTIC TO SEWER CONVERSION PROJECT AND DESIGNATING AN AUTHORIZED REPRESENTATIVE**

BY THIS RESOLUTION, BE IT RESOLVED, DETERMINED, AND ORDERED that the Board of Directors of Mission Springs Water District (the "MSWD"), hereby directs as follows:

WHEREAS, the Indian Canyon Mobile Home Park is a disadvantaged community with one-hundred thirteen mobile home spaces with twenty-two septic tanks that are failing and reaching the end for their functional lifespan, resulting in increased maintenance and pumping costs that are placing an undue financial burden on the residents, in addition to a heightened risk of leaching pathogens and contaminants into the local aquifer that is the sole source of drinking water in the area.

WHEREAS, the MSWD municipal sanitary sewer system is adjacent to the Indian Canyon Mobile Home Park and has capacity to provide sanitary sewer service to the Indian Canyon Mobile Home Park.

WHEREAS, the Indian Canyon Mobile Home Park has provided MSWD with a Letter of Intent stating their cooperation in the development and implementation of a septic to sewer conversion project for the Indian Canyon Mobile Home Park into the MSWD municipal sanitary sewer system, and collaboration in the development and submission of a grant application to the State of California.

WHEREAS, the State of California can provide funding under the Clean Water State Revolving Fund – Small Community Funding Program.

WHEREAS, the Indian Canyon Mobile Home Park septic to sewer conversion into the MSWD municipal sanitary sewer system is contingent upon award of grant funding from the State of California and approval by the MSWD Board of Directors.

WHEREAS, the General Manager (the "Authorized Representative") or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Indian Canyon Mobile Home Park Septic to Sewer Conversion Project (the "Project").

WHEREAS, this Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

WHEREAS, the Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement,

including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

ADOPTED this 21st day of September 2026, by the following vote:

Ayes:

Noes:

Absent:

Amber Duff
President of Mission Springs Water District
and its Board of Directors

ATTEST:

Brian Macy
Secretary of Mission Springs Water District
and its Board of Directors

Indian Canyon Mobile Home Park

Item 10.

Property Address: 17069 N Indian Canyon Dr. | North Palm Springs, CA 92558

Management Address: PO Box 1919 | Rancho Cucamonga, Ca 91729

Management (866)759-8585 | Management Fax (909)945-8877 | E: customerservice@vmapm.com

Wednesday, May 13, 2026

Brian Macy

General Manager

Mission Springs Water District

66575 Second Street

Desert Hot Springs, CA 92240

In Ref: Letter of Intent – Indian Canyon Mobile Home Park Septic to Sewer Conversion

Dear Mr. Macy:

Indian Canyon Mobile Home Park is an all-age park with "grandfathered status". We express high interest in transitioning from our existing onsite septic infrastructure to the Mission Springs Water District (MSWD) municipal sewer system. We are very eager to collaborate with both the MSWD and the State Water Resources Control Board (SWRCB) to facilitate the development and execution of this critical septic-to-sewer conversion project. Currently, the park operates 22 septic systems, reaching the end of their functional lifespan. The park's last septic upgrades were made in 2007, when the previous tanks had already been upgraded, and the old ones abandoned. This parcel's room limitations prevent continuing the "status quo," and the increasing frequency of failure has resulted in a substantial rise in maintenance and pumping expenditures. Placing an "undue financial burden" upon our customers.

The North Palm Springs Family Medium Cost of Living, an estimated cost of living in North Palm Springs for a family is approximately \$45,360 per year. This represents a 30.0% decrease of the national average, making it a more affordable option compared to surrounding cities. A single person, the cost is around \$47,200 per year, a 17.5% decrease from the national average. The median home price in the area is about \$350,000, which is significantly lower than the national average. Renting a two-bedroom unit costs about \$1,470 per month, 31.6% cheaper than the

Onsite Manager: Mercedes Fernandez

T (760) 329-5657 | E IndianCanyon@vmapm.com

Indian Canyon Mobile Home Park's #1 Priority is to provide a safe & clean environment for our residents. Please help us make this happen by reporting any illegal or unacceptable activity going on in the park.

Any concerns or complaints will be kept anonymous.

Indian Canyon Mobile Home Park

Item 10.

Property Address: 17069 N Indian Canyon Dr. | North Palm Springs, CA 92558

Management Address: PO Box 1919 | Rancho Cucamonga, Ca 91729

Management (866)759-8585 | Management Fax (909)945-8877 | E: customerservice@vmapm.com

national average of \$2,150. The figures suggest that North Palm Springs offers a balanced and affordable lifestyle for families. As a low-income community consisting of 113 mobile home spaces, the potential for grant funding through the SWRCB is vital to mitigating the economic impact of this necessary infrastructure upgrade.

As our septic system ages, the structural and functional efficacy declines, creating a heightened risk of leaching pathogens and contaminants into the local aquifer that runs beneath the Park. By incorporating Indian the Park into the Mission Springs Water District (MSWD) Groundwater Quality Protection Program, the community can mitigate these localized environmental hazards, thereby ensuring long-term sanitary compliance and protecting the regional water supply.

We remain fully committed to supporting the MSWD's ongoing initiatives to secure funding for these conversions and stand ready to provide any assistance required to ensure the successful completion of this project.

Sincerely,



ICMHP Management

Onsite Manager: Mercedes Fernandez

T (760) 329-5657 | E IndianCanyon@vmapm.com

Indian Canyon Mobile Home Park's #1 Priority is to provide a safe & clean environment for our residents. Please help us make this happen by reporting any illegal or unacceptable activity going on in the park. Any concerns or complaints will be kept anonymous.

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING

MEETING DATE: SEPTEMBER 17, 2026

FROM: MARION CHAMPION, ASSISTANT GENERAL
MANAGER

FOR: ACTION



APPROVE CV WATER COUNTS REGIONAL COMMUNICATIONS SUPPORT AGREEMENT WITH HUNTER JOHNSON, PUBLIC AFFAIRS BUDGET AUGMENTATION AND REIMBURSABLE COST RECOVERY JOB

STAFF RECOMMENDATION

It is recommended to authorize the General Manager to execute an Agency Services Agreement with Hunter Johnson for regional CV Water Counts communications support in an amount not to exceed \$157,000, approve a \$139,500 augmentation to the Public Affairs Budget, and establish a \$139,500 reimbursable job to administer program costs and collect reimbursements from participating agencies.

SUMMARY

CV Water Counts is a regional partnership of Coachella Valley water agencies, including MSWD, CVWD, DWA, IWA, CWA, and Myoma Dunes, that promotes water conservation, efficient water use, and public awareness through coordinated outreach, education, and community engagement programs. Program administration rotates among the member agencies. For FY 2026-27, the CV Water Counts Committee has requested that MSWD serve as the administering agency, responsible for contract administration, invoice processing, consultant payments, and financial reporting on behalf of the partnership. This rotating structure ensures shared responsibility for program oversight and management.

ANALYSIS AND FISCAL IMPACT

Program administration costs are shared equally among participating agencies, while advertising expenses are allocated based on each agency's geographic service area (see attachment for a breakdown). MSWD's share was approved in the FY 2026-27 Budget; however, because MSWD will serve as the administering agency this year, a budget augmentation and reimbursable job are needed to process invoices, manage payments, and account for reimbursements from partner agencies.

BUDGET INFORMATION & STRATEGIC PLAN IMPLEMENTATION

Action Cost:	Current FY Cost:	Future FY Cost:	Funding Source	Acct/Project No.
\$157,000	\$157,000	\$0	101-505-53000	
Covered in current FY budget?	Adjustment Needed?	Current Balance:	Balance if Approved:	
No, only MSWD's \$17,500 share has been previously approved	Yes	\$27,416.02	\$184,416.02	
Strategic Plan Goal Alignment:				
This item is consistent with SMART Goal 1.2 Enhancing customer education				

ATTACHMENTS

Attachment 1 - CV Water Counts Agency Service Agreement, Attachment 2- CV Water Counts 2026-2027 Year Budget Breakdown

CV WATER COUNTS
2026-2027 YEAR
WATER DISTRICT BUDGET BREAKDOWN

WATER DISTRICT	ANNUAL CONTRIBUTION	CONSULTANT*	MISCELLANEOUS*	REGIONAL AD BUY** (Digital, TV, Radio, Outdoor, Print)
CVWD	\$59,500	\$9,000	\$500	\$50,000
DWA	\$24,500	\$9,000	\$500	\$15,000
IWA	\$24,500	\$9,000	\$500	\$15,000
MSWD	\$17,500	\$9,000	\$500	\$8,000
CWA	\$17,500	\$9,000	\$500	\$8,000
MDWC	\$13,500	\$9,000	\$500	\$4,000
	\$157,000	\$54,000	\$3,000	\$100,000

Total Contract

* Equal Cost Share

** By Size

Note: The actual Regional Ad Buy (\$100,000) and the Miscellaneous (\$3,000) budgets may fluctuate based on new initiatives, opportunities, or miscellaneous costs that arise, however the total dollar amount of the two will not exceed \$103,000.

**CV WATER COUNTS**

Agency Services Agreement
2026–2027 Year
June 30, 2026

This shall serve as an agreement between Hunter|Johnsen and CV Water Counts for the purposes of monthly marketing, advertising, design, and public relations assistance.

We estimate the number of ongoing Agency hours for general account services, design services, and public outreach to be approximately 35-40 hours per month.

The Agency's standard non-retained account rate is \$175 per hour. For CV Water Counts, the Agency's rate is \$125 per hour. For this Retainer, the Agency will provide approximately 35-40 hours per month at a rate of \$125 per hour, for a total of \$4,500 per month. Retainers are invoiced in advance (in the month prior) for the following month. All invoices are due within thirty (30) days of the date issued. This agreement will commence on July 1, 2026.

Hunter|Johnsen will provide ongoing monthly marketing, advertising, design, and public outreach assistance to CV Water Counts. All time related to these efforts will be tracked, and a summarized report can be made available on request.

The account management, copywriting, and media planning/buying services will involve the time of Chris Hunter (President/Account Director), the creative or production services will involve the time of Steve Johnsen (Vice President/Creative Director), the public relations services may involve the time of Ellen Paris or Sydney Weisman (Public Relations Counsel), the online services will involve the time of Casey Dolan (Director of Digital).

If a project falls outside the scope of this agreement, such as projects that involve extensive non-budgeted account services, public relations services, creative services and/or production services, an estimate will be submitted for Client approval. For these projects, account services and creative services may be billed at the Agency's account rate of \$125 per hour.

Any production, printing, products or miscellaneous services sub-contracted will be invoiced to CV Water Counts and will be marked up 10%, unless otherwise agreed to by both parties. Vendor invoices and/or receipts will be provided. In addition, Hunter|Johnsen will collect a 15% commission on all digital media placed/purchased through the Agency, and the standard 15% agency media commission on all traditional media placed/purchased through the Agency.



The total CV Water Counts budget (see attached Exhibit A) for the 2025-2026 year is summarized below:

Production, Printing, Products, and/or Miscellaneous Costs	\$3,000
Media (Digital, Television, Radio, Outdoor, and Print)	\$100,000
Agency Services	\$54,000
	\$157,000

The actual Regional Ad Buy (\$100,000) and the Miscellaneous (\$3,000) budgets may fluctuate based on new initiatives, opportunities, or miscellaneous costs that arise, however the total dollar amount will not exceed \$103,000.

This contract is in effect from July 1, 2026 to and including June 30, 2027.

The dated signatures of all parties (below) indicates acceptance of this agreement.

Chris Hunter
 President
 Hunter|Johnsen, Inc.

Tuesday, June 30, 2026

Date

 Brian Macy
 General Manager Mission Springs Water District
 on behalf of CV Water Counts

 Date



EXHIBIT A

**CV WATER COUNTS
 2026-2027 YEAR
 WATER DISTRICT BUDGET BREAKDOWN**

WATER DISTRICT	ANNUAL CONTRIBUTION	CONSULTANT*	MISCELLANEOUS*	REGIONAL AD BUY** (Digital, TV, Radio, Outdoor, Print)
CVWD	\$59,500	\$9,000	\$500	\$50,000
DWA	\$24,500	\$9,000	\$500	\$15,000
IWA	\$24,500	\$9,000	\$500	\$15,000
MSWD	\$17,500	\$9,000	\$500	\$8,000
CWA	\$17,500	\$9,000	\$500	\$8,000
MDWC	\$13,500	\$9,000	\$500	\$4,000
	\$157,000	\$54,000	\$3,000	\$100,000
Total Contract				

* Equal Cost Share

** By Size

* The actual Regional Ad Buy (\$100,000) and the Miscellaneous (\$3,000) budgets may fluctuate based on new initiatives, opportunities, or miscellaneous costs that arise, however the total dollar amount will not exceed \$103,000.

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING

MEETING DATE: SEPTEMBER 17, 2026

FROM: ERIC WECK, ENGINEERING MANAGER

FOR: ACTION



CONTRACT AMENDMENT NO. 2 TO WILLDAN ENGINEERING FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE GQPP AD-15 AREA M-2 SEWER AND WATER LINE REPLACEMENT PROJECT

STAFF RECOMMENDATION

It is recommended to approve Amendment No. 2 for Willdan Engineering to add services to the existing On-Call Contract for an amount of \$1,429,387.

SUMMARY

The AD-15 Area M-2 Sewer and Water Line Replacement Project will construct sewer mains, laterals and abandon existing septic tanks. It includes the replacement of water mains within backyard easements. The District awarded the construction contract to WEKA, Inc. and has issued a Notice to Proceed to begin construction work on September 8, 2026.

ANALYSIS AND FISCAL IMPACT

See Attachment #1

BUDGET INFORMATION & STRATEGIC PLAN IMPLEMENTATION

Action Cost:	Current FY Cost:	Future FY Cost:	Funding Source	Acct/Project No.
\$1,429,387	\$700,000	\$729,387	301/State Revolving Fund/M-2 Waterline Replacement Fund	11425 & 11862
Covered in current FY budget?		Adjustment Needed?	Current Balance:	Balance if Approved:
Yes		No	\$22,977,191	\$21,457,808
Strategic Plan Goal Alignment:				
Smart Goal 4.3 - Maintain and renew assets while facilitating strategic Capital Improvements.				

ATTACHMENTS

Attachment 1 - Analysis and Fiscal Impact, Attachment 2 - Contract Amendment No. 2 - Willdan Engineering

Analysis and Fiscal Impact:

Staff solicited proposals from three of the District's on-call consultants for construction management services for the M-2 Project. After reviewing all proposals, staff selected Willdan as the most qualified to perform construction management services for this project. It should be noted that Willdan Engineering's original on-call contract was in the amount of \$75,000. Amendment #1 increased Willdan's on call contract to \$89,996 which allowed Willdan to start assisting the District in reviewing submittals, coordinating with the Contractor and performing the necessary items of work managing the project for the District. This agenda item (Amendment #2) allows the District to effectively extend the current 'on- call' contract with Willdan to provide the construction management, inspection and other supporting tasks for the remainder of the project.

The Area M-2 Project currently has \$10,655,075 in available budget funding. Staff is coordinating with the State to secure additional funding for the State's Clean Water State Revolving Fund and Proposition 1 Grant. If additional funding is approved by the State, it will provide sufficient budget to cover the remaining costs for the project. Funding updates will be provided in future board meetings.

**AMENDMENT TO
Contract for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

TO: Willdan Engineering
650 E. Hospitality Lane, Suite 400
San Bernardino, CA 92408

DATE: September 21, 2026

PROJECT DIR#: 20260647636

SECOND AMENDMENT TO CONTRACT AGREEMENT

1. This amendment ("Amendment") is hereby made by Mission Springs Water District and **Willdan Engineering** parties to an agreement for **On-Call Professional Services for Construction Management and Inspection of Capital and Development Projects** ("Agreement"), dated **July 1, 2026**.

2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

This Second Amendment will:

- **Increase the Contract Agreement amount by \$1,429,387.00. The total increase of \$1,429,387.00 increases the Contract Agreement from a not-to-exceed amount of \$89,996.00 to a not-to-exceed amount of \$1,519,383.00, as detailed in Attachment 1.**

3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, an executed copy will be returned to you for your records. Insert the names of your authorized representative(s) below.

Accepted:

Mission Springs Water District

Consultant:

Willdan Engineering
(Business Name)

By: _____

Brian E. Macy, P.E.

Title General Manager

By: _____

Chris Baca

Title Director of Construction Services

Other authorized representative(s):

Amanda Lucas

Contracts Analyst

Eric Weck

Engineering Manager

Other authorized representative(s):



Cover Letter

September 3, 2026

Mr. Daniel Virgen Jr.
Associate Engineer
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

Subject: (REVISED) Proposal for Construction Management Services for the AD-15 Area M-2 Sewer Construction and Water Line Replacement Project

Mission Springs Water District (District) is seeking consultants to provide construction management, construction inspection, material testing, environmental reviews, and optional labor compliance services for the AD-15 Area M-2 Sewer Construction and Water Line Replacement Project. **Willdan Engineering (Willdan)** has 62 years of experience providing similar services to client cities, counties, and districts throughout California. Our staff is exceptionally qualified and experienced in providing professional construction management and inspection services for municipal water infrastructure improvement projects. The following are just several advantages Willdan brings to the District:

- **Strong Project Management.** Willdan is proposing **Roy Shaver, PE** as Resident Engineer. He is a licensed engineer who possesses a strong work ethic with 40 years of experience in the field of construction management/resident engineering/project management. He has recently managed construction of multiple underground utility installation projects and manages cost, scope, schedules, and quality of projects, as well as resolves issues throughout the project lifecycle. He has extensive field engineering skills, performing quality assurance and contract, plans and specification compliance. He currently resides in Fallbrook, making him reasonably available to visit the job site as needed throughout the course of construction.

Mr. Shaver will be supported by a strong primary staff team consisting of highly qualified construction managers and inspectors. **Mike Bustos, PE, ENV SP** will be the Principal-in-Charge, **Joe Putrino** will be the Senior Construction Manager. The primary staff also includes **Kurt Brown** as the Materials Testing Lead, **Cris Valenzuela** as the Project Inspector, **Marti Martin** as the Alternate Project Inspector, and **Jane Freij** as the optional Labor Compliance Lead.

- **Past Experience on Similar Projects.** From 2002 through 2008, Willdan provided design, construction management, inspection, materials testing, public relations, and grant reporting services to the City of La Canada Flintridge for their Septic to Sewer Conversion Project. The Districts 2, 3A, and 3B Projects that were managed by Willdan included over 160,000 LF of 8" sewer main, 70,000 of 6" sewer laterals, and 980 sewer manholes. Several of the Willdan staff members who worked on those projects still work for Willdan today and have been included in our proposed Project Team for the District's Project. In addition to the work in La Canada, the proposed Willdan team provided CM and inspection services for the City of Hemet's recent sewer repair and replacement project.
- **Staffing Resources.** Our staffing resource bench of licensed and technical experts includes specialists in construction management, construction observation, water resources, public outreach, labor compliance, drainage and flood control, geotechnical engineering and material testing/inspection, and construction staff augmentation.
- **Subconsultant.** Consistent with the District's RFP and goals, Willdan's proposed team includes Rincon for environmental engineering.

Willdan's proposal thoroughly addresses all RFP requirements, ensuring comprehensive coverage without deviations. It emphasizes detailed pre-construction services, including constructability reviews to minimize potential change orders and unforeseen issues. The proposal outlines high-level risk assessments to identify time and cost-saving opportunities and explore alternatives that maintain quality and code compliance.

Additionally, Willdan offers robust bidding assistance, including bid package reviews, solicitation efforts, pre-bid job walks, RFI responses, bid evaluations, and award recommendations based on contractor qualifications and pricing. It also highlights strong project coordination, including stakeholder meetings, timely tracking of RFIs, submittals, and change orders review and responses to ensure smooth progress. Transparent public outreach and careful oversight to ensure all contractual obligations are met without undue burden on stakeholders.

We are confident that our construction engineering services provide the best advantage for Mission Springs Water District as you take on this important project. If there are any questions regarding this submittal or our qualifications, please contact me at (310) 502-6335 or via email cbaca@willdan.com.

Respectfully submitted,

WILLDAN



Chris Baca, RCI, CESSWI
Director of Construction Services

910005/WW.00.40/P26-214R1_28476

Understanding of Project and Project Approach

Project Understanding

Mission Springs Water District's **AD-15 Area M-2 Sewer Construction and Water Line Replacement Project** represents a major infrastructure investment that will expand the District's wastewater collection system while improving the reliability of the existing water distribution system throughout the Area M-2 service area in Desert Hot Springs. The project includes installation of approximately **26,700 linear feet of new vitrified clay pipe (VCP) gravity sewer mains** ranging from 8-inch to 15-inch diameter, construction of more than **100 new sewer manholes**, installation of approximately **23,600 linear feet of sewer laterals**, abandonment of approximately **426 existing septic systems**, and completion of **426 residential building sewer connections**. In conjunction with the sewer improvements, the project will replace approximately **6,650 linear feet of aging asbestos cement water main** with new ductile iron pipe, including new valves, fire hydrants, service laterals, air release valves, and associated appurtenances. Following utility installation, the project includes extensive roadway reconstruction through pavement pulverization, asphalt restoration, trench repairs, striping, and restoration of disturbed public and private improvements.

Our team understands that successful delivery of this project extends well beyond installation of underground utilities. Construction must be carefully phased to maintain uninterrupted water service, minimize disruptions to residents, coordinate hundreds of individual sewer service connections and septic system abandonments, and maintain safe public access throughout active construction. Special sequencing requirements limit the number of simultaneous private property sewer conversions and require timely restoration of affected roadways and private improvements. These activities will require proactive communication between the District, contractor, residents, utility agencies, City of Desert Hot Springs, Riverside County, and other stakeholders.

We also recognize the project's significant regulatory and funding requirements. As a project funded through the **California Clean Water State Revolving Fund (CWSRF)** and Proposition 1, construction must comply with Davis-Bacon prevailing wage requirements, California prevailing wage laws, American Iron and Steel (AIS) requirements, Disadvantaged Business Enterprise (DBE) provisions, certified payroll reporting, environmental mitigation measures, stormwater pollution prevention requirements, and all applicable permit conditions. Comprehensive documentation and timely coordination with the District will be essential to maintaining funding compliance throughout construction.

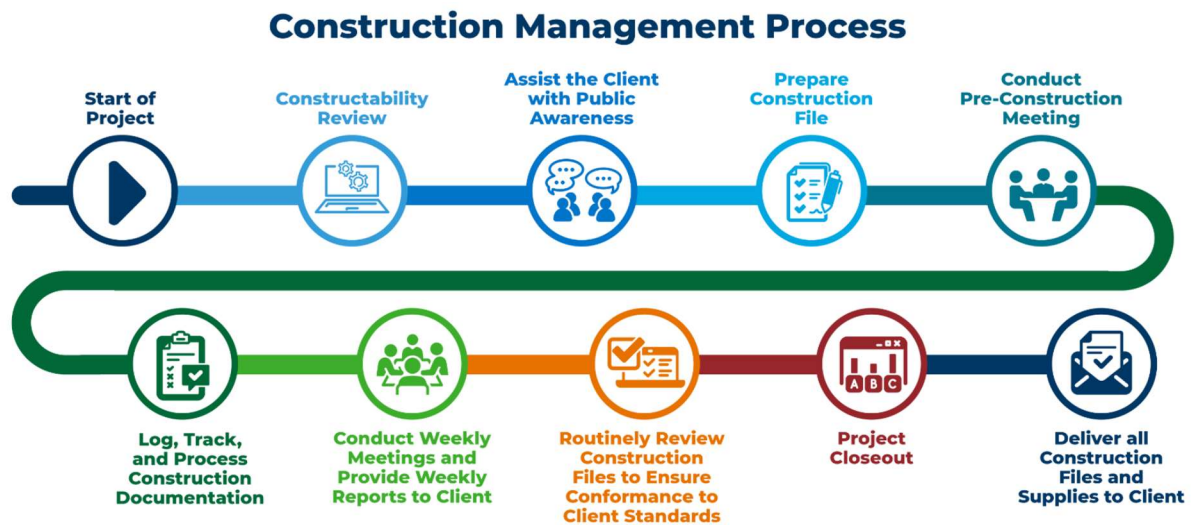
Our approach to construction management emphasizes collaboration, responsiveness, and thorough documentation. We will provide experienced field inspection, contract administration, progress meeting support, submittal and RFI coordination, quality assurance, materials documentation, pay application review, change order evaluation, and project record management. Particular attention will be given to utility conflicts, traffic control, restoration quality, testing and commissioning activities, and coordination of the extensive private property work required for residential sewer conversions. Throughout construction, our goal will be to protect the District's interests by maintaining high construction quality, minimizing impacts to the public, facilitating timely project completion, and delivering complete and accurate project documentation for successful project closeout.



Project Approach

Willdan provides expertise in all areas of construction management, inspection, labor compliance, material testing, and community relations with residents and businesses affected by construction. Our experienced team members serve as construction managers, resident engineers, and inspectors and provide significant insight for identifying and correcting discrepancies, ambiguities, omissions, or conflicts in contract documents that could generate misinterpretation and/or disagreements between the District and the contractor.

Willdan has experience in managing projects that span water, wastewater, stormwater capture, storm drain, and pipeline improvements, and has experience in best practices to avoid potential conflicts and avoid or mitigate any hazards during construction. Our goal is to anticipate or diminish potential problems before they arise through continual review of project plans, specifications, contractor's schedule, and other contract documents. Below is a basic overview of the Construction Management process for a typical construction project.



Our team is adept at:

- Anticipating job site problems
- Calling job site problems to the project manager's and/or contractor's attention
- Offering constructive recommendations and achieving cooperation from the contractor
- Dealing with issues in a professional, straightforward fashion

Our approach to issue and resolution is to:

- Obtain and document the facts surrounding the issue
- Develop reasonable solutions in conjunction with the contractor and District project manager
- Respond quickly and effectively so that job progress and quality do not suffer

Through close communication with the District's project staff, timely corrective action is taken to alleviate potential adverse impacts of work progress, costly change orders, and construction claims.

Staffing Approach

Willdan recognizes that this type of widespread, multi-year project requires a dedicated project team to effectively staff the project for the services requested. The number of staff involved at any given time will be highly dependent on the contractors' implemented phasing for the Project. At minimum, it is assumed that the project team will include one full-time inspector. Depending on how many crews each prime contractor deploys, the level of inspection staffing may need to be increased or decreased to match the needs for monitoring of construction activities.



Mr. Roy Shaver, PE, will oversee all staff and services being provided and will ramp up or down our manpower as needed to meet the Project needs. A Senior Construction Manager will report directly to the Resident Engineer and will be responsible for construction management and contract administration services for each of the three bid packages. An Office Engineer/Field Supervisor will assist the Senior Construction Manager with contract administration services and will oversee the inspection staff assigned to the Project.

Our bench of licensed and technical experts consists of specialists in construction management, construction observation, geotechnical engineering and materials testing/inspection, labor compliance, structural engineering, traffic and transportation engineering, municipal engineering, landscape architecture, environmental planning, building safety, urban and regional planning, and other technical fields. The breadth and diversity of the firm's expertise means our construction management experts can draw upon the considerable experience of the firm – maximizing efficiency, productivity, and quality in meeting project schedules and budgets. A pool of additional resident engineers, construction managers, construction inspectors, and geotechnical inspectors and testers can provide back-up support, if necessary. Willdan currently maintains a pool of approximately 45 public works observers and 6 soils technicians, primarily all located in Southern California. Additionally, our soils technicians have been cross trained in public works inspection, allowing for a cost-effective staffing plan for our clients on days when soils testing is required. Our in-house Labor Compliance Manager will oversee all labor compliance services.

Willdan will utilize **Rincon Consultants, Inc.**, to assist with ensuring compliance with biological mitigation measures and managing related documentation. Rincon Consultants, Inc. (RCI) was founded in 1994 and includes technical groups that specialize in biological resources and habitat enhancement, site assessment and remediation, and water and cultural resources. RCI's biological and wetland resources staff members possess a comprehensive understanding of and objective approach to ecological and regulatory facets of biological resource and habitat enhancement challenges. Their team of botanists, wildlife biologists, ecologists, and wetland scientists support projects from concept through implementation. Rincon has provided environmental consulting services for construction management projects for over 26 years. Their services cover a wide variety of mitigation measure implementation, including environmental compliance monitoring for biological, cultural, and paleontological resources as well as noise and stormwater.

Communication Approach

Willdan recognizes that effective, ongoing, cooperative communication between all parties over the course of any project is essential to successful completion. This communication starts with a project kick-off meeting where the objectives and expectations of the District for the project are clearly articulated and understood by Willdan. In addition, agreed-upon methods and scheduling of formal reporting are established with identification of individuals to be involved in the project's decision-making process. This sets forth accountability and responsibility for informing and facilitating the project. Standard communication protocols with the construction team are then established at the preconstruction meeting, where lines of project communications will be discussed such that Willdan serves as the hub for all project correspondence. All information from both parties to the construction agreement will be funneled through Willdan's Construction Manager, thus providing a single point of contact for project communications. Establishing this single point of contact for communications aids to mitigate potential mixed messages being sent.

As the project progresses, communication continues through regular correspondence, teleconference discussions, and meetings with the District staff to obtain direction on issues that may arise and keep the District staff apprised of the project status. Clear and concise progress updates are provided. Emails and teleconferences are utilized whenever possible and appropriate to minimize the District staff time spent in meetings.

Public Outreach Approach (Optional)

Public outreach is a critical component in fostering community understanding and collaboration. The District has already undertaken substantial outreach efforts to inform residents about the project, encourage and manage the opt in program and work with local municipalities. These efforts include the creation of detailed fact sheets, a dedicated resident hotline, and a clear point of contact for inquiries—the Director of Community Relations. This proactive approach has established a strong foundation for ongoing communication and construction outreach.



Willdan's subconsultant, KMP Strategies LLC (KMP), is well-positioned to build upon the District's established outreach framework. While the project delivers significant environmental and public health benefits by improving groundwater quality, its impacts on individual properties require careful and thoughtful engagement. With extensive experience managing construction outreach for large-scale infrastructure projects, KMP employs proven strategies and streamlined communication protocols to address community concerns while aligning with overall project objectives.

To ensure equitable access to project information, KMP's team includes Spanish-speaking professionals and KMP translates all materials into Spanish, or other languages based on community demographics. Recognizing the District's commitment to accessibility, KMP will continue to implement inclusive communication practices.

After the construction management kick off meeting, Willdan and KMP will **meet directly with the Community Relations team** to understand roles and responsibilities to avoid duplication of efforts. A communication protocol will also be established to ensure that field crews understand resident concerns as the District will be managing the established hotline.

All **construction outreach efforts will be documented**, preferably utilizing the District's established inquiry tracker so all information can reside in a single location. Alternatively, KMP can use its branded SharePoint-based Interaction Log to document KMP-managed construction outreach efforts.

Throughout the project, KMP will work to foster trust and transparency by emphasizing early and often construction outreach. By combining strategic communication, multilingual support, and strong alignment with the District's outreach efforts, KMP will strengthen the relationship between the community and the project team, ensuring residents feel respected, informed, and valued throughout the process.

KMP will also provide ongoing strategic guidance to support the District's outreach goals. The firm will attend the construction management kick off and pre-construction meetings, virtually attend weekly construction management meetings, prepare monthly reports summarizing completed activities and offering actionable insights to enhance community engagement.

Claims and Resolutions Approach

Willdan has veteran construction engineers on staff with extensive knowledge of how to quickly understand project field conditions and issues and mitigate those issues with practical, cost efficient solutions that will protect the Mission Springs Water District's liability exposure, while preserving the integrity of the contracted design. Our construction management staff is well versed in review and analysis of critical path method (CPM) schedules and time impact analysis (TIA) submittals. They have prepared recommendations and presentations on CPM and TIA issues, including utilizing the latest Microsoft Project software.

One of the keys to resolving construction problems before they occur begins with a well-defined work plan. Upon receiving a task assignment from the District, our Construction Manager will prepare a work plan that fully addresses staffing and assignments, scope of work, deliverables, budget, and a project schedule. The work plan will provide definitive directions to the project team as agreed to by the District. The plan will address, at a minimum, project team meetings; effective communication mediums; and scheduled quality control processes. Our construction management team will also perform a constructability review of the plans and specifications, including analysis of quantities; a check of construction phasing (specifically the traffic plans); and a full analysis of the contractor's schedule.



Quality Assurance/Quality Control

Willdan will perform Quality Assurance and Quality Control of this project through a diligent review of all work and documentation. Quality Assurance and Quality Control will begin with the preconstruction meeting, at which time the scope of the project and control requirements will be reviewed with the General Contractor. Once construction begins, the next step in the Quality Control process will be the verification of materials and components to be installed. Once the material and components arrive onsite, Willdan Inspectors will spot-check these materials and components to verify they match the construction documents. In addition, the project inspectors will coordinate material inspections with the materials testing engineer to ensure the materials used on the project meet the requirements of the project specifications. The Inspector will maintain a detailed record of samples, tests, and material releases, and certificate of compliance for the project.

Quality Control Methodology

Willdan's team is unique in that it is structured as an integrated unit with close communication between team members and interlocking responsibilities that provide good coverage of all elements of construction engineering, while at the same time having minimal overlap of duties to avoid misunderstandings of assigned responsibilities and reduce costs. This structure provides a natural quality assurance/control system for the team.

Inspectors for Willdan closely monitor projects to ensure compliance with all contract requirements. Several of our staff are certified as QSPs and QSDs and are provided with the latest information concerning the implementation of the State Water Board permit. Willdan's inspectors have knowledge of basic soil dynamics and are highly cognizant of the crucial role of soils compaction in construction. They are also familiar with the needs for general material testing for asphalt and concrete.

Quality assurance and control procedures are critical to ensure that sound practices and quality deliverables are provided to our clients throughout project construction. Willdan designated Project Manager/Construction Manager will provide project oversight and ensure our internal goal of quality is met. The basic goal of the quality assurance plan is to provide quality work delivered on time and within budget. We do this by adhering to the following steps.



Willdan adopted Caltrans' Construction Manual (LAPM) as our in-house quality standard and have incorporated Caltrans' prescribed standards and procedures into our everyday inspection routine. This ensures we meet federal and state guidelines from the start.

Our principal in charge will perform periodic review of Willdan's construction file, including daily inspection reports, material testing reports, and photographs to ensure compliance with Willdan, District, and LAPM file organization standards and to ensure that project documentation is up to date.

Document Control

Willdan's document management is defined by the practices and procedures used to create, distribute, and store various types of project documentation, including, but not limited to, letters, e-mail correspondence, plans, memorandums, exhibits, work orders, and staff reports. Willdan uses a proprietary Construction Management System that incorporates the use of Virtual Project Manager (VPM), Word, BlueBeam, and Excel. Willdan has a license with VPM for online management of the submittal, RFIs, and daily inspector reports. Our team will ensure Willdan staff safely stores all documents in a project folder to provide an accurate and complete archive of project documentation that is always readily available to the District. To facilitate the convenience of securely sharing the latest project documentation with the District, Willdan also utilizes the cloud-based storage site Box.com. The District will be provided with a link to our Box.com storage site where they can view their current and past project files at any time and at no additional cost. This service allows for timely, easy access, and cost-effective deliverables to the District.



Contractor Compliance

Our inspection staff has extensive experience with a myriad of public works projects, and our staff has a clear understanding of the issues surrounding inspection of the work. For example, when constructing sidewalks and ADA-compliant ramps, our inspector will ensure adequate subgrade compaction has been achieved.

Inspectors will monitor the work for conformance with the plans, specifications, and ADA requirements. The concrete ticket will be checked to ensure materials match the approved mix design. A smart level will be used to check forms and the contractor will not be allowed to place concrete until the inspector is assured the work meets all District and other applicable standards.

Willdan's inspectors will monitor the contractor's operations for conformance with District compaction standards by working with the District's approved material testing lab and will not accept any trench backfill or allow any pavement repair until proper compaction is verified by the lab.

Schedule Control

A critical path method master schedule will be reviewed prior to the notice to proceed. The schedule must identify major items of work and will be the vehicle for monitoring, controlling, and tracking progress. The schedule will be updated monthly by the Contractor to reflect actual and forecasted completions. This allows our project managers to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule. Of course, not all projects can meet strict processing deadlines due to complex issues that might, for example, require approval or information from an outside agency. In instances where schedule delays are expected to occur, due to weather, approval requirements or information from an outside agency, material shortages, or other unanticipated factors, the District Project Manager will be immediately notified of any potential project delay. Strategies will be developed and implemented to resolve project challenges and expedite the approval of the affected projects.

Budget Control

Willdan's budget control system is prepared in accordance with the work breakdown structure. The budget becomes the control against which performance is measured. The budget is time phased by combining project master scheduling data with budget data. Actual costs are compared with budgeted costs and variances analyzed. Deviations between planned and actual cost can then be evaluated to forecast and control future work. Beginning with electronic timekeeping, project hours are assigned to the appropriate tasks and subtasks and booked as work-in-process. Pre-bill reports are generated that identify the hours to be billed along with any other direct charges to the project. This is the information used to determine each month's invoicing. Once hours and charges are billed, they are shifted from Work-in-Process to Accounts Receivable to ensure that billed hours are inactivated. Monitoring is easily accomplished through team member progress updates and comparisons between the scope of work, schedule, and budget.

Construction costs are proactively managed and tracked against available budgets by our Construction Managers. This starts with an initial quantity takeoff from the construction plans, serving as an independent audit of the project quantities as they correlate to the bid schedule quantities. Early identification of potential quantity busts and continual monitoring of quantities throughout construction is key to maintaining cost with established budgets. The District's Project Manager is kept abreast of the project budget status throughout construction so that adjustments can be made to the scope of the project, or proper procedures can be followed to request additional funding, if needed to stay within the allowable contingencies. Willdan's team also focuses on quickly processing RFIs and change order requests and providing direction to the Contractor as needed to keep them moving and avoid costly delays.

Continuous Training

Willdan's in-house seminars include WATCH Manual and MUTCD compliance; storm water abatement and QSP/QSD training; materials testing and placement; and mass grading. Our inspectors are fully knowledgeable in the latest regulations for WATCH Manual, California OSHA, Greenbook, AWWA, LAPM, and MUTCD.

Our construction managers and inspectors have the authority and capability to quickly identify any flaws in the contractor's traffic control and safety plans and meet with the contractor to immediately rectify the issue with agreed-upon solutions that meet the requirement standards while avoiding project delays.



Scope of Services

The detailed scope of work below outlines Willdan's responsibilities as the Owner's Representative for construction management and observation services to ensure the Project is completed in compliance with design specifications, budget constraints, and schedule requirements. This scope establishes Willdan's comprehensive role in ensuring the project meets technical, financial, and regulatory standards while maintaining open communication with the District and stakeholders.

Detailed Scope of Services

Scope of Work	Willdan's Duties
Preconstruction Services	Kickoff Meeting Upon receipt of the signed contract and NTP, Willdan will schedule a kick-off meeting with District staff to fully clarify critical elements of the project. We will prepare a discussion agenda that focuses on the project understanding (overview), project constraints, project progress, and team member involvement. This meeting will also include a review of background information provided by the District, and project scope, schedule, objectives, milestones, and details.
	Constructability Review - Conduct thorough constructability review of 60% construction plans and specifications, including check of consistency and construction phasing, actual and potential conflicts, and constructability issues. - Review, comments, and supplement the District's existing front-end specifications. - Prepare list incorporating items of concern such as difficulties completing any construction element, conflicts between elements or environment, elements of construction that could be substituted with more efficient materials and methods, or elements of construction that are not appropriately compensated by bid schedule and include potential recommended corrections. - Review project quantities and bid items. - Review documentation for compliance with stakeholder agencies' requirements for traffic control plans, construction scheduling and sequencing, and permitting, including DBE good faith efforts if applicable. - Provide thorough review of the construction sequence necessary to complete improvements included in the construction contract. - Confirm and provide consultant field office requirements for incorporation into the construction Contract Documents. - Verify that specifications require contractor to submit monthly schedule updates with progress payment requests and weekly submission of two-week look-ahead schedule. - Prepare report of findings and outline recommendations to reconcile issues discovered and generally to expedite project. - Participate in one 4-hour workshop with the District and design consultant staff to resolve potential project issues.
	High Level Risk Evaluation - Facilitate and prepare minutes for one 4-hour workshop with the District and design consultant staff to review project documents, and identify fatal flaws, project implementation risks, and mitigation strategies. - Facilitate the identification of project risks that may occur during bidding, construction, commissioning, and long-term operations. Focus the discussion on the high-level risks and



Scope of Work	Willdan's Duties
	leverage industry best management practices and past experience to develop risk mitigation strategies. - Develop a risk register in Microsoft Excel that includes project document markups, risk description, potential impact description, level/magnitude of impact, probability level, mitigation strategy, and responsible party. Bidding Assistance - Review and respond to RFIs and questions that may arise during the advertisement process. - Prepare and issue addenda during the advertisement period (up to two per package). - Schedule pre-bid meetings at least two weeks prior to bid opening date. - Attend and conduct three pre-bid meetings (one for each package). - Prepare pre-bid meeting minutes and publish as addendum. - Coordinate with District to open bids publicly, read aloud, and prepare bid opening log sheet. - Review three lowest bids and DBE good faith efforts, if applicable. - Verify the eligibility of apparent low bidder and subcontractors to receive contract awards by confirming current, active license statuses with State of California Contractors License Board and non-appearance on Federal List of Parties Excluded debarment list. - Check references of lowest, responsive bidder. - Document any irregularities in bids. - Verify low bidder's qualifications. - Prepare bid summary. - Prepare recommendation of contract award. Preconstruction Meeting - Prepare special concerns to be presented at preconstruction conferences. - Conduct preconstruction meeting for each package (3 total), prepare meeting minutes, and distribute to attendees. Document Control - Prepare construction file. - Prepare a document control system outlining the standards for and flow of project documents, including forms, filing system indexes and flow charts to explain the project administration procedures. - Set up a web-based document control system (Virtual Project Manager) used for interfacing with the project and provide access and permissions to appropriate project participants. - Utilize Box, Virtual Project Manager, and Microsoft Office suite software programs to monitor the District's project from preconstruction phase to project completion. - Through Willdan's system of project control, monitor activities related to project such that project is constructed in timely fashion pursuant to contract documents and LAPM. - Routinely review construction files to ensure conformance to District standards and good construction management practices.
Submittals	- Log, track, process, and manage submittals, shop drawings, and detailed traffic control plans. - Review administrative submittals (e.g., emergency contact list, public notices, and No Parking signs).



Scope of Work	Willdan's Duties
	▪ Coordinate with the Design Engineer for their review of technical submittals (through Virtual Project Manager). ▪ Review shop and working drawings submitted by the Contractor for (non-technical) compliance with the project specifications and plans and consult with the District on equipment selection and operational issues. ▪ Log and track all submittals and resubmittals, including the date received; the reviewer; when the submittal is returned to the Contractor; the action required; and other pertinent information. Keep the District informed of outstanding shop drawings. ▪ Assist the Design Engineer in determining the number of technical and non-technical submittals for the project. ▪ Jointly review the preliminary Schedule of Values with the District and recommend adjustments in value allocation to establish a fair and reasonable allocation of values for the major work components. ▪ Review vendor reports and lab reports, certifications, material test inspections, and correlate such reports with the understood intentions of the Plans and Specifications. ▪ Review contractor's safety program in consultation with District staff.
Consultation and Meetings	▪ Furnish consultation and advice to the District. ▪ Evaluate and respond to contractor's requests for clarification of plans and specifications. ▪ Log, track, review, and process RFIs, RFCs, and field directives in a timely manner. ▪ Consult with the Design Engineer as needed to provide RFI responses. ▪ Review draft responses with the District and advise staff of any potential changes in the construction scope of work. ▪ Ensure that all questions, conflicts, and issues are immediately brought to the District's attention and addressed with appropriate directives to the contractor. ▪ Establish and conduct weekly construction progress meetings to: • Resolve all old business issues to maximum extent possible • Address all items of new business as presented by any party • Review project schedule and address any deviations • Review submittal log in terms of items needed and resubmittals required and review RFI, RFC, CCO, NCR, and NOPC logs • List status of construction items recently undertaken or ongoing • List planned construction items for next two weeks (two-week look ahead schedule) • Review SWPPP issues ▪ Prepare minutes for weekly construction progress meeting. ▪ Conduct special site meetings, when necessary, with contractor and District staff to review job progress, scheduling, and coordination. ▪ Monitor and coordinate activities of design engineering support, surveying, specialty inspections, testing, and work by utilities or other agencies. ▪ Coordinate contractor's field work with utility companies and other agencies.
As-Built Drawings	▪ Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the District.



Scope of Work	Willdan's Duties
	▪ Track and document abandoned structures, leech fields, and improvements constructed on private property, including location of grinder pumps, alarm/control panel, and other electrical improvements. ▪ Maintain an Excel spreadsheet with constructed wye locations filled out daily by Inspector. ▪ Ensure the District receives as-built set of drawings at completion. ▪ Periodically and regularly review contractor as-builts.
Change Orders and Schedule Management	▪ Assist with the review and evaluation of change order work. ▪ Perform quantity, time, and cost analyses required for negotiation of contract changes. ▪ Negotiate and prepare change orders, including memorandum of explanation and cost estimates, to substantiate change order and send to the District for review. ▪ Monitor and perform immediate and thorough analysis of the validity of all potential claims that arise. ▪ Maintain all data for change orders and record information concerning time of dispute, time of notification by contractor, and action taken by inspector. ▪ Analyze delays and review claims on a timely basis and make recommendations to the construction manager. ▪ Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter. ▪ Log, track, review, and process contract change orders (CCOs), force account work, and field directives.
Construction Observation	▪ Review plans, specifications, and all other contract- and construction-related documents. ▪ Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment. ▪ Become familiar with traffic control plans, construction schedule, construction sequence, and any permit requirements from other agencies. ▪ Provide full-time and as-needed construction inspection, including night inspection, of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered. ▪ Ensure compliance of Underground Service Alert notification/delineation. ▪ Verify that the contractor conforms to the design survey line and grades. ▪ Attend weekly progress meetings with the construction manager, contractor, and subcontractors. ▪ Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System - NPDES best management practices). Also, monitor the contractor's compliance with approved SWPPP. ▪ Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor the activities, it is the contractor's sole responsibility to provide workers with a safe working environment. ▪ Meet with the contractor at the beginning of each day and review the proposed work plan, including specific details that may affect progress. ▪ Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur. ▪ Evaluate the contractor's operation and production with respect to quality and progress and report to the District Project Manager and Willdan's Construction Manager.



Scope of Work	Willdan's Duties
	▪ Maintain field file bound workbooks, and Willdan electronic file, during construction, including a cumulative record of quantities constructed, daily reports, weekly working day statements, photographs, and other documentation. ▪ Photograph continuous property frontages along the street alignment once prior to construction and once immediately following construction. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims. ▪ Maintain copies of all permits needed to construct the project and enforce special requirements of each. ▪ Prepare and maintain detailed daily diary inspector reports on construction progress.
Schedules	▪ Review the baseline construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of the work. ▪ Closely review schedule and advise contractor to take action on schedule slippage. ▪ Prepare weekly statement of working days and submit to the contractor and District.
Materials Testing	▪ Monitor materials documentation and testing results and enforce corrections. ▪ Closely monitor testing results and require the contractor to provide corrective measures to achieve compliance. ▪ Attend meetings, as needed, with project team. ▪ Review plans and specifications as they apply to the subgrade preparation, placement, and compaction of aggregate base material. ▪ Provide field geotechnical observation and compaction testing. The relative compaction of the subgrade and base material will be tested to confirm that the compaction meets the requirements specified in the project plans and specifications. ▪ Provide laboratory testing for all construction materials as needed. ▪ Provide daily reports, which will include information on field observations, sampling, and testing, as well as related laboratory testing. These reports will conform to the project specifications and applicable codes. ▪ Provide engineering support, inspector/technician coordination, test reporting, QA/QC, and administrative support services. ▪ Provide final report including our findings, conclusions and summary of field and laboratory testing, if needed. ▪ Perform concrete sampling and testing and monitor required chlorination sampling. ▪ Monitoring and inspection of welds. ▪ Perform electrical inspections and other required special inspections.
Additional Construction Coordination	▪ Provide additional construction coordination and general engineering support to the District as requested throughout the course of the work. This task shall include answering general inquiries from the District, Contractor, subcontractors, public, or the District's public outreach representative that do not constitute a material submittal or RFI. No work shall occur on this task without prior approval from the District. Inquiries may include but not be limited to evaluation of construction alternatives, addressing property-specific alternatives and challenges, and preparing property-specific exhibits for coordination with the resident or public outreach representative.
Pay Requests and Labor Compliance	Pay Requests ▪ Conduct daily measurements of quantities of work.



Scope of Work	Willdan's Duties
	- Provide complete measurements with the Contractor and document calculations to administer progress payments. - Document contractor's 20-day notices, mechanic's liens, and stop notices. - Review for approval of contractor's progress payment requests, including verifying LAPM compliance status and impact on payment; negotiate differences over amount with contractor; and process payments through District's Project Manager.
	Labor Compliance - Inspector will provide Willdan's labor compliance manager with federally-compliant labor and equipment reports, labor classification interviews, and assist with certified payroll review. - Review and update federal labor compliance components of project specifications to ensure adherence to current labor regulations and requirements. - Assist with calculation of Disadvantaged Business Enterprise (DBE) goal, if applicable. - Attend pre-bid conference to present general requirements of bid preparation for the project. - Verify applicable federal wage decision ten (10) days prior to bid opening; document verification as required. If wage determination has changed from what appears in project specifications, provide an addendum for dissemination to plan holders. - Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with Contractors State License Board; current registration with California Department of Industrial Relations; current, valid contractor's bond and workers' compensation coverage; non-appearance on Federal List of Parties Excluded and State Division of Labor Standards Enforcement debarment lists. - Review contractor DBE commitment documentation; assist with good faith effort (GFE) analysis, if applicable. - Prepare labor compliance information sheet for presentation at preconstruction conference. - Verify and document job-site posting of wage rate information and labor compliance posters. - Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents. Monitor contractor-submitted payroll documentation on a continuous basis, including weekly certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations. - Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies and deficiencies. Provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance. - Receive, pursue, and document labor complaints; prepare violation reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements. - Coordinate with District staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements. - Maintain content and format of federal labor compliance file in conformance with applicable government requirements. - Coordinate project file reviews by authorized county, state, and federal agencies. - Submit complete federal labor compliance file to the District for retention.



Scope of Work	Willdan's Duties
Project Closeout	- Monitor preparation of punch list at substantial completion and follow up. - Prepare a punch list at substantial completion and follow up with the contractor regarding progress of corrections. - Schedule a final inspection with the District and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; and recommend final acceptance. - Prepare documentation for final payment to the contractor. - Assist District with stop notices and release of retention. - Provide memorandum of clearance to issue notice of completion. - Finalize and deliver all construction files and supplies to the District for their records.
Billing and Project Reports	- Prepare and submit monthly invoices for Willdan's and its subconsultants' services. - Provide monthly progress report to District's Project Manager. - Prepare required documentation for grant reimbursement requests and audits to the District's Grants Program Administrator. - Prepare quarterly project progress reports for grant purposes.
Post Construction Warranty Inspection	- Assist the District in notifying the Contractors regarding warranty related issues during the one-year warranty period and seeing through the needed warranty-related repairs - Maintain a log of warranty related issues. - Notify the Contractor and the District of the need for warranty inspection 11 months after the NOC date. - Determine the extent of needed inspections, including recommendations for the means of inspection, and perform warranty inspection at the 11-month period. - Identify correction items needed and provide a report of warranty inspection findings.
(OPTIONAL SERVICES) Public Outreach	- Assist District with public awareness and information program to keep residents and local stakeholders advised of project status along with impacts to traffic flow circulation. - One mailed postcard to all parcels/owners within the project area (assumes up to 3,000 addresses) announcing that construction activities will soon commence. KMP will utilize a District provided database to reach both residents and owners. - One mailed postcard targeted to the parcels that have opted into the conversion program (assumes up to 550 postcards) - these notifications will be mailed in waves according to the contractor's schedule to give participants an initial notification about timing of work on their property. - One door hanger for the contractor to hand deliver in advance of entering private properties. The door hanger will allow a space for the contractor to add dates, times, and choose from a menu of options that will explain their purpose on the property. The door hangers will be printed and provided directly to the contractor at the pre con meeting. (assumes up to 2,500 printed copies). KMP will work with the CM team to ensure that the contractor specs include distribution of doorhangers. - The communication protocol established at contract initiation will become increasingly important as the District's community outreach team will be fielding calls and emails stemming from these initial notifications. - Ensure contractor distributes public construction notices and places construction and information signs.



Scope of Work	Willdan's Duties
	▪ NO PARKING notification to place on vehicle windshields (assumes 500 cards) by the field crew so personal cars have a reminder to move before street work starts. KMP will work with the CM team to ensure that the contractor specs include distribution of doorhangers. ▪ Business cards for field crews to carry with the established hotline contact information, maintaining a single point of communication (assumes printing of up to 500 cards). ▪ At the conclusion of the project, KMP will prepare and mail a final thank-you notification accompanied by FAQs to all residents within the project area. This communication will be divided into two tailored versions: one for those who participated in the conversion and another for those who did not (assumes 3,000 notifications).
Mitigation Monitoring and Reporting Program	Preconstruction Burrowing Owl Survey ▪ In accordance with Mitigation Measure 4.5-1, Rincon will conduct a preconstruction clearance survey for burrowing owl within 30 days prior to commencement of construction activity. The clearance survey will be conducted by a qualified biologist to determine if any burrowing owl or their burrows are located within a 500-foot buffer of the project's disturbance limits (survey area). The survey will be conducted according to survey protocol included in the Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Habitat Conservation Plan Area. One Rincon biologist will walk transects throughout suitable habitat within the survey area, scanning the site for individual owls or sign of burrowing owl occupancy (e.g. pellets, whitewash, etc.). Binoculars will be used to aid the biologist in owl observation and search adjacent areas where access may be restricted. The survey will be conducted within 1 hour before prior to sunrise to 2 hours after, or 2 hours before sunset to 2 hours after, when burrowing owl is most active, and will not be conducted during inclement weather conditions. ▪ If individual owls or occupied burrows are observed, these locations will be mapped with a GPS and an avoidance buffer established around the active burrow. Willdan will be notified immediately if burrowing owl presence is observed and avoidance is required. The results of the burrowing owl survey will be included in a burrowing owl preconstruction survey report. Assumptions ▪ Initial ground disturbing activities will not be phased beyond one mobilization. ▪ The survey will be conducted by one biologist in one, 8-hour day, including travel time. ▪ This scope includes one burrowing owl survey prior to the initial phase of construction. Additional follow-up surveys to monitor any active burrows may be conducted under a scope amendment for an additional cost. ▪ Active burrows must be avoided until all owl nestlings have fledged. ▪ If occupied burrows may be impacted, an impact minimization plan should be developed that protects the burrow in place or provides for closure and relocation (outside of the breeding season) to an alternate burrow within the vicinity but outside of the project footprint in accordance with current CDFW burrowing owl guidelines. ▪ The impact minimization plan and relocation efforts are not included in this scope of work but can be provided through an amendment to the contract. ▪ Any delays in the start of project activities may require an additional survey, which is not included in this scope of work. ▪ One round of comments will be addressed on the preconstruction survey report. Deliverables ▪ Draft and Final Burrowing Owl Preconstruction Survey Report Preconstruction Desert Tortoise Survey ▪ In order to comply with Mitigation Measures 4.5-2, Rincon will conduct a one-day preconstruction survey for desert tortoise within suitable habitat on the survey area. Although no desert tortoise



Scope of Work	Willdan's Duties
	were detected during the site surveys, habitat along the pipeline alignments is considered marginally suitable for this species. Therefore, one qualified Rincon biologist will conduct one preconstruction clearance survey within 30 days prior to initiating construction. The biologist will walk transects through suitable habitat on the survey area searching for individual tortoises or occupied tortoise burrows. Following the pre-construction survey, the biologist will make a determination regarding: (1) if a biological monitor should be present at the site during all clearing and grubbing activities above grade; (2) if desert tortoise fencing needs to be installed around the perimeter of the construction work zone; or (3) if no further action is required. This determination will be delivered via email following the preconstruction survey. The results of the desert tortoise survey will be included in the preconstruction survey report. Assumptions - Initial ground disturbing activities will not be phased beyond one mobilization. - The survey will be conducted by one biologist in one, 8-hour day, including travel time. - If possible, the preconstruction desert tortoise survey will be conducted on the same day as the burrowing owl survey to save budget on mobilization. However, Rincon has budgeted for these two surveys to be conducted independently in the event project timing does not align with the survey schedule. - This scope includes one desert tortoise survey prior to the initial phase of construction. Additional follow-up surveys to monitor any active burrows may be conducted under a subsequent scope amendment for an additional cost. - One round of comments will be addressed on the preconstruction survey report. Deliverables - Draft and Final Desert Tortoise Preconstruction Survey Report Preconstruction Nesting Bird Survey - In order to comply with Mitigation Measure 4.5-3, Rincon will conduct a preconstruction nesting bird survey if nesting vegetation removal activities cannot occur outside of the nesting season (raptor nesting season is February 15 through July 31; and migratory bird nesting season is March 15 through September 1). If vegetation must be removed during nesting season, a qualified biologist will conduct a nesting bird survey of potentially suitable nesting vegetation within the survey area prior to removal. Surveys will be conducted no more than three days prior to scheduled ground disturbing activity. If an active nest is found, the biologist will set appropriate no-work buffers around the nest which will be based upon the nesting species, its sensitivity to disturbance, nesting stage and expected types, intensity and duration of disturbance. - The results of the survey will be delivered via email within one day following completion of the preconstruction survey. The methods, results, and any recommendations will be provided in a preconstruction survey report. Assumptions - Initial ground disturbing activities will not be phased beyond one mobilization. - The survey will be conducted by one biologist in one, 6-hour day, including travel time. - This scope includes one nesting bird survey prior to the initial phase of construction. Additional follow-up surveys to monitor any active nests may be conducted under a subsequent scope amendment for an additional cost. - The nests and buffer zones shall be field checked weekly by a qualified biological monitor. The approved no-work buffer zone shall be clearly marked in the field, within which no disturbance activity shall commence until the qualified biologist has determined the young birds have successfully fledged and the nest is inactive. However, this scope of work does not include budget for weekly buffer zone checks, and this cost can be conducted under a contract amendment.



Scope of Work	Willdan's Duties
	▪ If clearing is not conducted within three days of a negative survey, the nesting survey must be repeated to confirm the absence of nesting birds, which is also not included in this scope of work. ▪ One round of comments will be addressed on the preconstruction survey report. Deliverables ▪ Draft and Final Preconstruction Nesting Bird Survey Report Project Management and Safety ▪ This task includes budget for project kickoff and coordination between field staff, Willdan, and/or the Mission Springs Water District to discuss project needs and access. Additional project management tasks include invoicing and budget management, as well as internal communication with field staff. This task also includes preparation of the project Health and Safety Plan, required by Rincon for all field work tasks. Cultural Monitoring ▪ This task includes budget for project kickoff and coordination between field staff, Willdan, and/or the Mission Springs Water District to discuss project needs and access. Additional project management tasks include invoicing and budget management, as well as internal communication with field staff. This task also includes 30 days of site monitoring and the preparation of the final report. ▪ Willdan's subcontractor, Rincon, anticipates 30 days of field monitoring, additional monitoring will be provided at time and material per Willdan's and Rincon's standard hourly rates.



Primary Staff

For our primary staff, we have selected individuals with extensive expertise and directly related experience to ensure that the services provided adhere to company-wide policies including the quality and integrity of project deliverables and team performance. They are supported by a talented technical support team ready to implement successful project delivery. All team members have worked together on similar projects. The project manager selected to serve the District is a highly qualified individual with the task-to-talent match to meet the District's stated goals.

Primary Staff

Primary Staff	Role	Credentials
Roy Shaver, PE 41 Years of Experience	Resident Engineer	- Professional Engineer, California #C44587 - Certified Project Management Professional (PMP) by PMI - PMI Subject Matter Expert for Risk Management - OSHA 40 Hour and Confined Space - ICBO Reinforced Concrete - Caltrans Asphalt Concrete Inspection and Testing Certifications - Nuclear Density Gauge Certified - State of California Phase 1 Environmental Site Assessor - CalOES Post-Disaster Building Assessor
Michael Bustos, PE, ENV SP 24 Years of Experience	Principal-in-Charge	- Civil Engineer, California No. 73173 - Envision Sustainability Professional, Institute for Sustainable Infrastructure No. 2696 - Caltrans Resident Engineer Academy
Joseph Putrino 37 Years of Experience	Senior Construction Manager	- ICC Certified Building Inspector - ICC Certified Plumbing Inspector - ICC Certified Mechanical Inspector - Contractor License Class A & Class B, No. 636747
Cris Valenzuela 20 Years of Experience	Public Works Inspector	Inspected, coordinated, and supervised various pipeline projects involving sewer and water system improvements.
Marti Martin 30 Years of Experience	Alternate Public Works Inspector	- OSHA 10-Hr Refresher Course, Red Vector - Paving Inspector Certification, Asphalt Institute - HAZWOPER 8-Hr Refresher Course - Concrete Field-Testing Technician - Grade 1, ID# 01170287 - Soils Nuclear Density Gauge Certification
Kurt Brown, PE 15 Years of Experience	Material Testing Lead	- NCEES Professional Engineer, Geotechnical Emphasis, Florida License No. 86384 - Nevada License No. 028494
Jane Freij 25 Years of Experience	Labor Compliance Lead	- BA, Linguistics - Attorney Assistant Training Program, Litigation/ Corporations

Primary Staff Resumes

Willdan has provided resumes for our proposed primary staff in the following pages. Resumes for our proposed support staff are available upon request.





Roy J. Shaver, PE

Senior Construction Manager

Resident Engineer

EDUCATION

Bachelor of Science, Civil Engineering, California State University, Chico

PROFESSIONAL CERTIFICATIONS

Professional Engineer, California, #C44587

Certified Project Management Professional (PMP) by PMI

PMI Subject Matter Expert for Risk Management

OSHA 40 Hour and Confined Space

ICBO Reinforced Concrete

Caltrans Asphalt Concrete Inspection and Testing Certifications

Nuclear Density Gauge Certified

State of California Phase 1 Environmental Site Assessor

CalOES Post-Disaster Building Assessor

41 YEARS OF EXPERIENCE

Roy Shaver possesses a strong work ethic with over 40 years of experience in the field of construction management/resident engineering/project management. He is dedicated to fostering collaborative working relationships with diverse backgrounds and skill sets toward a common goal of delivering quality projects within established timeframe and budget. Specifically, he manages cost, scope, schedules, and quality of projects, as well as resolves issues throughout the project lifecycle. He has extensive field engineering skills, performing quality assurance and contract, plans and specification compliance. He coordinates testing and sampling of construction materials and approves traffic control systems. He reads and interprets plans, specifications, and other construction documents. He ensures safety and environmental compliance by monitoring and enforcing applicable regulations.

Relevant Project Experience

C Street Emergency Sewer Repair Project, City of Fillmore, CA. Assistant Construction Manager. Willdan provided design, construction management, inspection, labor compliance, and material testing services for the emergency sewer repair project as a result of a manhole collapse in State right of way near "C" Street and Highway 126 rendering a downstream sewer line unusable. The City declared a state of emergency in March 2023 and contracted with Willdan to manage replacement of 800 LF of 18" VCP sewer main with a 24" PVC sewer main in the same alignment as the existing sewer. The sewer line was approximately 15' deep, with groundwater table at a depth of approximately 10' below ground surface. The Project involved sewer bypass system, dewatering system, manhole reconstructions, and epoxy coatings, open cut trench sewer replacement within City right of way on C St, bore/jack across State right of way on Highway 126, reconnection of sewer lateral service connections, and 2" ARHM overlay of C St. Total construction cost was approximately \$4 million.

Sewer System Rehabilitation Phase 2 Project, City of Ridgecrest, CA. Assistant Construction Manager/Resident Engineer. Willdan provided professional construction engineering services including project management, preconstruction services, construction management, inspection, labor compliance, materials testing, design support, and post-construction services. This project consisted of improvements to various segments of the sewer system in seven different streets and includes sewer line repair of approximately 3,810 lineal feet, installation of 40 manholes, 51 service lateral reconstructions, and CIPP lining.

PFA's Treatment System Project No. 50042, City of Pico Rivera, CA. Construction Manager. Willdan provided constructability review, construction management, utility coordination, public works inspection, labor compliance, and close-out services for this project, which consisted of construction of equipment pads and installation of water treatment process equipment, including process valves, fittings, instrumentation, grading and paving, and accessories and appurtenances, construction of storm drain system with tie in into County storm sewer, demolition of building at Plant #3 and wing wall of building at Well #5 site, removal of trees, electrical system and control system.

Euclid Street Water Main Replacement, City of La Habra, CA. Construction Manager. Mr. Shaver provided construction management and inspection services for the Water Main Replacement Project on Euclid Street from Whitter Blvd to Hidden Lane. The Project

involved the construction of PVC water pipelines, water tie-ins, valves, fittings; hydrants and water services; removing conflicting water pipes, valves, and fittings necessary for construction of new water facilities; abandoning existing water lines and water line services; and pavement trenching and repair.

C Street Emergency Sewer Repair Project, City of Fillmore, CA. *Assistant Construction Manager.* Willdan provided design, construction management, inspection, labor compliance, and material testing services for the emergency sewer repair project as a result of a manhole collapse in State right of way near "C" Street and Highway 126 rendering a downstream sewer line unusable. The City declared a state of emergency in March 2023 and contracted with Willdan to manage replacement of 800 LF of 18" VCP sewer main with a 24" PVC sewer main in the same alignment as the existing sewer. The sewer line was approximately 15' deep, with groundwater table at a depth of approximately 10' below ground surface. The Project involved sewer bypass system, dewatering system, manhole reconstructions, and epoxy coatings, open cut trench sewer replacement within City right of way on C St, bore/jack across State right of way on Highway 126, reconnection of sewer lateral service connections, and 2" ARHM overlay of C St. Total construction cost was approximately \$4 million.

Phase 1 Watermain Replacement Project, City of South Gate, CA. *Construction Manager.* Willdan provided construction management, inspection, material testing, and labor compliance services for this water mainline replacement project which included the installation of 6,150 LF of new 8" and 12" ductile iron water main, removal and replacement of water laterals, fire hydrants, water meters, blowoffs and air vacs, and isolation valves.

Glenn County Emergency Repairs to Bridge 11C-0057 and County Road 306 at Salt Creek, Glenn County, California. *Resident Engineer/Assistant Project Manager.* Willdan is providing Project Management and Inspection for this project to restore the bridge over Salt Creek and to restore County Road 306 near the bridge to pre-existing conditions, prior to storm damage. Damage was discovered at the approach to County Road 306 and the bank protection of the Salt Creek Bridge. The project replaces the fill behind both bridge abutments, replaces the sacked concrete with rock slope protection, restores the roadway with new compacted aggregate base and hot mix asphalt, and constructs non-erosive drainage outlets to the creek.

City Hall ADA Improvements Project, City of Pico Rivera, California. *Assistant Construction Manager.* Willdan provided construction management and inspection services for this project, which involved Americans with Disabilities Act improvements at City Hall exterior paths of travel, sidewalks, and along parking lots to bring them to compliance with current ADA standards. The project included asphalt, sidewalks, curbs, curb ramps, ADA railings, striping and signage.



EDUCATION

BS, Civil Engineering
(Magna Cum Laude),
California Polytechnic State
University, San Luis Obispo,
CA

Caltrans Resident Engineer
Academy

PROFESSIONAL CERTIFICATIONS

Civil Engineer, California No.
73173

Envision Sustainability
Professional, Institute for
Sustainable Infrastructure
No. 2696

23 YEARS OF EXPERIENCE

Michael Bustos, PE, ENV SP

Deputy Director of Construction Management & Inspection Services

Principal-in-Charge

Mike Bustos currently serves as Deputy Director of Willdan's Construction Management and Inspection Group, which also encompasses geotechnical/materials testing, and labor compliance services. He is responsible for construction management, analysis, design, and plan review of water and sewer pipelines; drainage; roadway reconstructions; pavement rehabilitation; and street improvement projects including traffic signal, landscaping, irrigation, grading, and ADA improvements. He has served as Resident Engineer for over a dozen federally and state-funded projects over the last five years and also as a Construction Manager or Resident Engineer for 150+ public works projects for various agencies throughout California with projects totaling \$250M+ in construction costs. Prior to joining Willdan's Construction Management Group, Mr. Bustos was a water and wastewater designer for nearly 10 years. He has gained valuable experience in on-site construction management, off-site construction administration, design, and plan checking. Through his unique experience and vantage point, Mike has developed an expertise in public infrastructure planning, design, award, funding, and construction; he understands the varying unknowns project construction can present; and he tackles those unknowns by working with contractors, City staff, and other stakeholders to resolve challenges.

Relevant Project Experience

Camp Conrad Chinnock Water and Sewer Improvements, Diabetic Youth Services, Inc., CA. Design Engineer/Construction Manager. Mr. Bustos prepared plans, specifications, and estimate for construction of water and sewer improvements at Camp Conrad Chinnock in Angelus Oaks, CA. He was also responsible for construction oversight and management to ensure construction complied with plans designed to bring the Camp facilities into full compliance with current Uniform Plumbing Code requirements. The campground is in a heavily wooded area on U.S. Forest Service leased land off of Highway 38. The sewer design included abandonment of all existing sewer pipe and septic tanks, installation of approximately 2,200 linear feet of 6-inch PVC sewer pipe, a new 10,000 gallon concrete septic tank, new sewer service laterals, and expansion of the existing leach fields. Agency approvals were required by San Bernardino County Building & Safety and Environmental Health Departments, U.S. Forest Service and Santa Ana Regional Water Quality Control Board.

Citywide Sewer Main Replacement, City of Hemet, CA. Resident Engineer. Willdan provided the services of a qualified construction manager, material testing personnel, and public works inspector required for the monitoring of the City's Citywide Sewer Main Replacement Project. The project included but was not limited to the removal and replacement of existing sewer mains in Acacia Avenue, Devonshire, Buena Vista, Vista Del Monte, Weston Park/Saint John Place, Harvard Street, Apricot Lane, and sewer lining in Harvard Street (Station 10+00 to 14+75), Elmwood Avenue, and Juanita Street. In addition, the project includes the construction of new manholes, reconnection of service laterals, concrete encasement at Weston Park/St John Place, VCP to PVC connections, trench repair, and other appurtenant work.

Phase II Sewer System Rehabilitation, City of Ridgecrest, CA. Principal-in-Charge/Project Manager. Willdan provided construction management, inspection, materials testing, and labor compliance services for this \$8 million sewer system improvements project on various streets. The project involved the installation of new 15" and 18" PVC sewer main,

manhole reconstruction and epoxy lining, cured in place pipe lining; trenching, backfill, and compacting; asphalt concrete overlay; and other appurtenant work.

Westside Water and Sewer Main Replacements, City of South Gate, CA. Project Manager. The City's water main and sewer main replacements project involved replacing 1,000 lineal feet of 12-inch DIP, 17,600 lineal feet of 8-inch DIP, and 950 lineal feet of 6-inch DIP water mains, and 450 linear of 12-inch VCP and 1,700 linear feet of 10-inch VCP sewer mains. Existing water mains were abandoned in place while the existing sewer mains were removed from the trench with new mains installed within the same alignment. Willdan provided construction management and inspection services.

Sewer Repair, Rehabilitation, and Slip Lining Program – Phase 1, City of Ridgecrest, CA. Project Manager. Willdan provided design, bidding assistance, construction management, inspection, materials testing, and labor compliance services for this \$2.2 million wastewater collection system improvements project. The improvements involved 6,890 linear feet of 8" VCP sewer rehabilitation via cured-in-place-pipe (CIPP) lining, 5,130 linear feet of 10" PVC sanitary sewer replacement via open cut trenching, point repairs, 172 lateral reconstructions with Brim-style inserts, and manhole reconstructions and rehabilitations. Following completion of the sewer main replacements, a 2.5" hot mix asphalt concrete overlay was constructed for the entire length of the project on Church Street from Downs Street to China Lake Boulevard.

Annual Wastewater Main Replacement, City of Santa Monica, CA. Project Manager. Willdan provided construction inspection services for this \$1.7 million wastewater collection system improvements project. The improvements involved removal of 6" and 8" VCP sewer main, installation of 8" and 10" SDR 26 PVC sewer pipe, 8" HDPE pipe bursting, 8" and 10" cured-in-place-pipe (CIPP) lining, sewer lateral reconnections, sewer lateral reconstructions with Brim-style inserts (for CIPP segments), pre-construction and post-construction CCTV inspections, manhole reconstructions with T-Lock liners, and epoxy lining manhole rehabilitations.

Emergency Sewer Repair Project on "C" Street, City of Fillmore, California. Resident Engineer. Willdan provided construction management, inspection, labor compliance, and material testing services for the emergency sewer repair project constructed as a result of a manhole collapse in State right of way near "C" Street and Highway 126, rendering a downstream sewer line unusable. Willdan managed the emergency contract to replace 800 LF of 18" VCP sewer main with a 24" PVC sewer main in the same alignment as the existing sewer. The sewer line was approximately 15' deep, with groundwater table at a depth of approximately 10' below ground surface. The Project involved sewer bypass system, dewatering system, manhole reconstructions, and epoxy coatings, open cut trench sewer replacement within City right of way on C St, bore/jack across State right of way on Highway 126, reconnection of sewer lateral service connections, and 2" ARHM overlay of C St.

Heritage Valley Parks Tract 5520 Improvements, City of Fillmore, CA. Project Manager. Willdan provided owners' representative and inspection services for this \$40 million developer-built project to construct offsite storm drain improvements, all onsite utilities, and other public improvements associated with the construction of the residential development. The first phase included 125 homes and an elementary school; the second phase included 166 homes and a park; and the third phase includes an additional 495 homes and \$29.8 million of public infrastructure in the neighborhood, including utilities, streets, landscaping, and storm drains. The offsite improvements involved approximately 1,750 LF of double reinforced concrete box, 1,100 LF of single reinforced concrete box, 800 LF of open channel, 600 linear feet of RCP, and levee modification. The onsite improvements encompassed all wet and dry utilities, street and drainage improvements, landscaping and irrigation, and roadway structural sections to support the development.



EDUCATION

Construction Management, Architectural Drafting, and Blueprint Reading Courses, College of the Desert, Palm Desert

Uniform Building Code, Fire Code, and ADA Codes, Bergen Community College

Caltrans Resident Engineer Academy

PROFESSIONAL CERTIFICATIONS

ICC Certified Building Inspector

ICC Certified Plumbing Inspector

ICC Certified Mechanical Inspector

Contractor License Class A & Class B, No. 636747

37 YEARS OF EXPERIENCE

Joseph Putrino

Senior Construction Manager

Senior Construction Manager

Joseph Putrino is a former building contractor experienced in all aspects of public works projects, including construction and construction management. His background includes DSA inspections, estimating project costs, evaluating progress schedules, assisting with bid preparation, and complete project administration. Mr. Putrino offers extensive experience monitoring contractor field activities and safety procedures for compliance with Cal-OSHA requirements and ensuring materials utilized for construction comply with project plans and specifications.

Relevant Project Experience

Citywide Sewer Main Replacement & Relining, City of Hemet, California. *Construction Manager.* The project included removal and replacement of 8" and 12" sewer mainline, removal and replacement of sewer laterals, installation of new sewer manholes and relining of existing sewer piping citywide. Working included existing sewer line removal, installation of bypass sewer line systems, construct new manhole base and prefabricated manhole sections, sewer line tie in, trenching backfill, compaction testing, CCTV video and reconstruction of street curb & gutter and AC pavement.

Town of Yucca Valley, California. Willdan provided construction management services for the City's North Park Improvement Project. the proposed improvements include demolition, traffic control, erosion control, unclassified excavation and fill, AC pavement, aggregate base, rip rap, signs and striping, curb stops, new water service, septic tank and system, prefabricated rest room building, grade walking trail and electrical.

City of Bellflower, California. The work on this project includes excavation backfill channel drop inlet pretreatment device (20 and 50 CFS) one (1) new pump stations (up to 6.5 CFS) installation of new pumps motors mechanical and storm drain piping valve protecting existing infrastructure abandoning or removing existing utilities pressure testing pavement removal and replacement unloading the precast storage reservoir and infiltration gallery units installing and waterproofing of underground storage reservoir installing underground infiltration gallery installing maintenance access shafts for underground storage reservoir and infiltration gallery installing and impervious liner around underground storage reservoir installing air ventilation lines for the underground storage reservoir and infiltration gallery building installation water quality skid electrical equipment modifications electrical power electrical service coordination instrumentation and controls planting irrigation playground and splash pad to support the stormwater and runoff capture system and all other appurtenant work.

Police Department Remodel, City of Palm Springs, California. *Assistant Project Manager/Resident Inspector* responsible for assisting with overall project management and all inspections for the remodel. The remodeling improvements upgraded the training center, lobby, records area, detective bureau, and men's and women's locker rooms. Building infrastructure and amenity improvements encompassed fire line, sprinkler, and alarm systems; domestic water lines; miscellaneous concrete work; carpeting, flooring, and tile; doors and windows; drywall and framing; plumbing fixtures; cabinets and countertops; audio/video equipment; and lighting fixtures.

Fire Station No. 4 Remodel and Expansion, City of Palm Springs, California. Construction Manager/Inspector responsible for serving as the City's representative and overseeing construction and inspection for the remodel and expansion. The 2,280-square-foot, state-

Joseph Putrino
Continued

of-the-art improvements updated the station facilities to meet modern fire service demands to better serve the community. The new design addressed separate sleeping quarters, decontamination areas, and general ADA compliance issues. The \$5.2 million construction project was partially funded through Measure J.

Police Substation, City of Palm Springs, California. Assistant Project Manager/Resident Inspector responsible for performing assisting with project management and performing all inspections for the substation facility. The improvements encompassed a new City park with a 2,000-square-foot Police Department substation, interactive water feature, sewer and water lines, SCE primary and secondary power lines, decorative metal work, event stage and canopy, decorative shotcrete and concrete work, precast seat walls, roofing, carpeting, flooring, tile, doors and windows, framing and drywall, rough and finish plumbing, casework and countertops, HVAC systems, rough and finish electrical, electrical and HVAC control systems, public restrooms, parking structure structural upgrades, ADA improvements, landscaping, and landscape lighting improvements.

City Hall Council Chambers Remodel, City of Camarillo, CA. *Construction Manager.* Willdan is currently providing professional construction engineering services for the management and inspection of the remodel of the City Hall Council Chambers including upgrades to audio/visual, electrical, lighting, HVAC, concrete, carpentry, and finishes. Willdan' team is responsible for overseeing all aspects of the construction work, including general requirements, SWPCP, demolition, asbestos abatement, concrete, carpentry, casework, thermal/moisture protection, doors, finishes, signage, furnishings, fire suppression, mechanical, electrical, and audio-visual. Willdan is responsible for overseeing all construction scope, including, but not limited to, general requirements, SWPCP, demolition, concrete, carpentry, casework, thermal/moisture protection, doors, finishes, signage, furnishings, fire suppression, mechanical, electrical, and audio-visual.



20 YEARS OF EXPERIENCE

Cris Valenzuela

Public Works Inspector

Lead Public Works Inspector

Cris Valenzuela is a Public Works Inspector with 20 years' experience. He has inspected, coordinated, and supervised various pipeline projects involving sewer and water system improvements. He has experience with replacing pipe, trenching, paving, and concrete work. He has experience with scheduling, cost estimation, material orders and change orders. Mr. Valenzuela displays strong leadership and decision-making qualities..

Relevant Project Experience

Sewer Lining Phase I, Project No. 629 SWR, City of South Gate. This project involves the rehabilitation of selected sanitary sewer mains in the City's collection system through cured-in-place pipe (CIPP) lining and associated work. The intent is to restore structural integrity, reduce infiltration/inflow, extend the service life of the sewer infrastructure, and enhance system reliability. Key scope elements include: Mobilization of contractor, traffic control, and utility coordination, Inspection of existing sewer mains to verify size, condition, and identify any structural defects, cleaning, de-salting, flushing, and preparation of existing sewer mains as required prior to lining, installation of cured-in-place pipe (CIPP) lining inside the existing host pipe, conforming to the Owner's specifications and standards, reconnections or reinstatement of service laterals and manhole tie-ins where necessary, surface restoration and cleanup including reinstatement of pavement, sidewalks, and other disturbed areas to match existing conditions, testing, inspection, and verification of the completed CIPP lining, including CCTV inspection, leakage testing, and documentation and coordination with wastewater operations to ensure minimal disruption to flows, and safe bypass or flow control during construction.

Citywide Sewer Main Replacement, City of Hemet, CA. *Public Works Inspector.* Willdan provided construction management, inspection, and material testing services for the City's Citywide Sewer Main Replacement Project. The project included the removal and replacement of existing sewer mains in Acacia Avenue, Devonshire, Buena Vista, Vista Del Monte, Weston Park/Saint John Place, Harvard Street, Apricot Lane, and sewer lining in Harvard Street (Station 10+00 to 14+75), Elmwood Avenue, and Juanita Street. In addition, the project includes the construction of new manholes, reconnection of service laterals, concrete encasement at Weston Park/St John Place, VCP to PVC connections, trench repair, and other appurtenant work.

FY 24-25 Sewer Pipeline Rehabilitation Project, City Project No. 709-SWR, City of South Gate, CA. *Public Works Inspector.* The Sewer Pipeline Lining and Improvements project consists of replacement of four segments of sewer lines totaling approximately 690 LF, two point repairs averaging 15' in length, cured-in-place pipe (CIPP) lining of approximately 16,000 LF of 8" – 18" sewer mains, construction of 6 new manholes and rehabilitation of 21 additional manholes in the City's sewer system. Willdan is providing contract administration, construction observation/inspection, utility coordination, labor compliance, geotechnical and material testing services, and project close-out services.

Well 30 Sewer Line Repair, City of Downey, CA. *Public Works Inspector.* The Project included the repair to various portions of the existing the existing sewer line in at Well No. 30. Willdan provided public works inspection and material testing services for the Project.

Cris Valenzuela
Continued

Encroachment Permit Inspections, City of Rolling Hills Estates, CA. Public Works Inspector. Mr. Valenzuela provides on-call encroachment permit inspections for various utility projects, including sewer, water, and electrical improvements within the City right of way.

Riverview Neighborhood Water Main Replacement, City of Santa Ana, CA. Public Works Inspector. Willdan is currently providing inspection services to oversee the construction of several projects throughout the City. Through this contract, Willdan will also provide construction management, inspection, and material testing for the Riverview Neighborhood Water Main Improvements project. The primary project consists of the construction of approximately 5,750 linear feet (LF) of 8-inch, and 2,600 LF of 12-inch PVC C-900 water mains and all appurtenances related to the new water facilities as shown on the plans and specifications.

Water Valve Replacement Project, City of Simi Valley Water District, California. Working Foreman. Simi Valley Water required contractor to upgrade entire valve system in the Texas housing track on the north side of Simi Valley. Most valves required valve tees with 3 new valves in each location. Every home was sanded and slurry backfilled. All patches required resurfacing.

Hillcrest and Lynn Road Water Project for Cal America, City of Thousand Oaks, California. Working Foreman. Project required the replacement of 900ft of 12inch AC pipe with 900ft of 12inch C900 pipe. Backfill materials included sand and one sack slurry. Some sidewalk panels were re-poured. Road was resurfaced and restriped.

Slauson and Buckingham Electrical Water Vault Installation, Culver City, California. Working Foreman. The project required the installation of 4" conduits across Slauson Boulevard crossing 7 lanes. The trench was sanded, slurry backfilled, base paved, and capped. In addition, a vault to house an electrical water pump for Golden State Water was constructed.

Claremont Village Water Upgrade, City of Claremont, Golden State Water, California. Working Foreman. The project entailed upgrading the entire water system within an 8-block radius. A new water main was installed along with new valves and new services. All work was performed at night. The entire village was later resurfaced and updated with new concrete.

Water Service Upgrade, City of Chino Hills, California. Working Foreman. The project entailed upgrading the water services for the entire housing track - over 200 homes were upgraded from the water main to the new water service. The upgrades included the installation of new saddles and new copper services up to the consumer meter.

Water Main Upgrade, Temple City, Golden State Water, California. Working Foreman. The project entailed upgrading 1250 ft of water main. Upgrades included new meter boxes, new water meters, 2 air vacs, 3 fire hydrants, and 3 tie end points. After installation was complete, trenching and resurfacing was done to close the project. The entire street was slurry sealed with type 2 slurry seal.



EDUCATION/TRAINING

City & County San Francisco
Confined Space Entry
Training

APWA Construction &
Inspection Workshop (Parts
1 thru 8)

City & County San Francisco
Public Works Ethics Training
2022

Asbestos, Lead and Silica
Awareness Training

P6 101 Pt.#1 & Pt.#2
Training

24-Hour HAZWOPER
Training, Labor &
Occupational Health
Program

Public Works Project
Administration, APWA

SF-BRWQCB Construction
Site Compliance for Water
Quality Protection Soils
Engineering

NASTT Cured-in-Place Pipe
Lining

PROFESSIONAL CERTIFICATIONS

OSHA 10-Hr Refresher
Course, Red Vector

Paving Inspector
Certification, Asphalt
Institute

HAZWOPER 8-Hr Refresher
Course

Concrete Field-Testing
Technician - Grade 1, ID#
01170287

Soils Nuclear Density Gauge
Certification

Marti Martin

Senior Public Works Observer

Alternate Public Works Inspector

Marti Martin has over 30-years years of increasingly responsible experience providing construction oversight & inspection for a variety of infrastructure projects involving public works, heavy and civil engineering improvements. He regularly serves as an onsite agency, owner & contractor liaison. Marti has an ability to anticipate potential construction dimensional/applicability issues and is proactive in providing timely resolution to mitigate negative impacts to the project. He is experienced in construction schedule review/updates, general construction logic, addressing potential conflicts, and monitoring adherence to safety, quality, and ethical standards in accordance with owner/stakeholder policies.

Relevant Project Experience

Water Line Improvements Project, City of Hayward, CA. Construction Inspector. Through our on-call contract, Willdan is currently providing full-time public works inspection services for the City's Water Line Improvements Project (City Project No. 07093) consisting of approximately 2,080 linear feet (LF) of 6-inch, 8-inch, and 12-inch earthquake resistant ductile iron pipe (ERDIP), 11,110 LF of 8-inch and 12-inch ductile iron pipe (DIP), and 24,100 LF of 6-inch, 8-inch, and 12-inch PVC C-900 water mains and all appurtenances. The project also includes 489 LF of jack and bore operations and 161 LF of microtunneling operations. Pavement maintenance work after water line installation includes 150,000 square feet of microsurfacing.

FY 2025 Wastewater Main Rehabilitation, City of Santa Barbara, CA. Main Public Works Inspector. Willdan is currently providing full-time construction inspection for the City's 2025 Wastewater Main Rehabilitation project, which consists of rehabilitation of just over 15,000 LF of gravity sewer pipelines ranging from 6" to 15" diameter by means of cured in place pipe, including cleaning, pre- and post-lining CCTV, dye testing, and service lateral connection seal. The Project also includes lining of existing manholes, installing new internal drop inlets, re-establishing service connections, and grinding down protruding service laterals. The Project areas are at 75 locations spread throughout the city. Several of the pipe segments to be lined require implementation of a sewer bypass system.

Sewer Line Improvements Project, City of Hayward, CA. Construction Inspector. Willdan is currently providing public works inspection services for the City's \$11.4 million Sewer Line Improvements Project (City Project No. 07761) consisting of approximately 17,400 linear feet (LF) of 8-inch, 10-inch, 12-inch, and 15-inch sewer main by open cut method, 3,150 linear feet of 8-inch, 12-inch, and 15-inch sewer main by pipe bursting, 700 linear feet of sewer main by pipe reaming, and a 24-inch steel casing jack and bore. The project also includes service laterals, drop manholes, and manhole removal, reconstruction, and lining.

Richmond Via Verde Sink Hole Restoration Project (Phase I-III), City of Richmond, CA. Public Works Inspector. As a City Inspector. Mr. Martin provided public works observation for this project which included sewer, electrical, & water Improvements, including temporary egress/access, structural roadway improvements to the affected neighborhoods at Via Verde, El Portal Road, and San Pablo Creek. The project also constructed 30' W x 35' H x 165 L Tie-back restrained temporary 8-inch wood box culvert to allow scheduled EBMUD reservoir releases into the San Pablo Creek, rainy season & native fish habitat stabilization. Mr. Martin coordinated utility work and realignment of existing facilities including EBMUD, WC Wastewater District, PG&E, Comcast, CableCom

Marti Martin
Continued

and AT&T. He maintained construction progress records, including daily inspection reports (DIRs), SWPPP inspections, and photo documentation.

Previous Work Experience

Emergency Repairs, Santa Cruz County, CA. *Public Works Inspector.* China Grade Road Temporary (20'Wx90'L) Rail Car Bridge Install, Slide Repair/Soil Nail Wall – Bear Creek Road; BCR-PM 3.62, BCR-PM 3.41, BCR-PM 2.81, BCR-PM 2.85 – Slide Repair Soil Nail Wall / Storm Drain Crossing.

Uvas Creek Replacement Bridge No. 37C0094, Santa Clara County, CA. Rebar Inspection. Deck (40'Wx200'L), Transverse, Top/Bottom & End Diaphragm, Retaining (23'Hx200'L) Wall.

Public Works Inspection, City of Lathrop, CA. *Public Works Inspector.* With a previous employer, Mr. Martin provided inspection services to the City of Concord for the City's Mossdale Storm Water Outfall Structure and Levee Construction, which included 6,200 LF of 30" steel mortar-lined force main with five tie-ins, and the City's Stonebridge Force Main Outfall Structure and Levee Construction, which included 4,500 LF of 30" steel mortar-lined force main, and the City's Storm Water Pollution Prevention Plan Program.



EDUCATION

BS, Civil and Environmental Engineering from the University of South Florida

ASSOCIATIONS

American Society of Civil Engineers

Institute of Concrete Repair, Former Board Member

PROFESSIONAL CERTIFICATIONS

NCEES Professional Engineer, Geotechnical Emphasis, Florida License No. 86384

Nevada License No. 028494

15+ YEARS OF EXPERIENCE

Kurt Brown, PE

Supervising Engineer

Material Testing Lead

Kurt Brown is a licensed civil engineer with over 15 years of experience delivering engineering projects across the United States from concept through construction and closeout. He has extensive experience working within complex regulatory frameworks, including IBC, CBC, HCAI (OSHDP), DSA, CDCR, and NAVFAC requirements. Kurt has a proven track record managing multidisciplinary teams, coordinating with architects, contractors, and stakeholders, and ensuring full compliance with applicable codes and standards. He is experienced in special inspections, materials testing, and supporting prefabricated and modular construction, and is recognized for successfully delivering projects on schedule and within budget.

Previous Work Experience

QAI Laboratories, Rancho Cucamonga, CA. Operations Manager. Kurt oversees daily operations to ensure compliance with industry standards and project requirements. He manages staff performance, provides training and mentorship, and optimizes workflow through effective resource allocation. He has implemented process improvements to streamline laboratory testing procedures and reduce delays. He also facilitates coordination meetings to resolve operational challenges and maintain productivity and quality standards.

Smith-Emery International, Los Angeles, CA. Client Service Manager. Kurt managed client relationships and oversaw technical estimating, budgeting, and project execution for special inspections and materials testing services. He conducted site visits to evaluate project scope for healthcare and educational facilities under HCAI and DSA requirements. He coordinated closely with engineers, architects, and contractors to ensure accurate budgeting and timely delivery of services.

Koury Engineering & Testing Inc., Chino, CA. Business Development Manager/Project Manager. Kurt led business development initiatives, identified new opportunities, and maintained strong client relationships. He prepared proposals and responded to RFPs for geotechnical and construction materials testing services. He worked closely with technical teams to deliver project requirements, develop solutions, and meet deadlines.

Terradyne Engineering, Inc., Tustin, CA. Branch Manager. Kurt managed branch operations, including financial performance, staffing, and business development. He developed and implemented strategic business plans, improved revenue and client retention, and oversaw staff performance and professional development. He also coordinated marketing efforts, attended pre-bid meetings, and expanded the company's presence in the regional market.

GFA International, Inc., Fort Myers, FL. Construction Materials Testing Department Manager. Kurt supervised construction materials testing operations and ensured compliance with quality and safety standards. He managed laboratory and field staff, coordinated resources, and conducted safety audits. He also supported business development and client engagement activities.

ECS Florida LLC, Fort Myers, FL. Geotechnical Staff Engineer. Kurt performed geotechnical investigations and supported construction materials testing projects. He conducted field inspections, prepared reports, and collaborated with project teams to deliver engineering solutions.

Kurt Brown, PE

Continued

Universal Engineering & Sciences, Inc., Fort Myers, FL. Staff Geotechnical Engineer / Threshold Agent. Kurt coordinated drilling and permitting for geotechnical explorations and prepared technical reports and specifications. He performed structural inspections and subsurface investigations for commercial construction projects.



EDUCATION

BA, Linguistics, University of Kansas, Lawrence, KS

Attorney Assistant Training Program, Litigation/Corporations, University of California, Los Angeles, CA

25 YEARS OF EXPERIENCE

Jane Freij

Labor Compliance Manager

Labor Compliance Lead

Jane is an experienced Labor Compliance Officer/Project Manager with a proven track record of profitability achieved through comprehensive and effective management of time and budget. Her key areas of expertise include state and federal labor law compliance, scheduling and budgeting, contract administration/negotiation, policy and procedure development, and legal writing/editing. Jane provides oversight of labor compliance monitoring services for local, state, county, and federally funded projects under the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the U.S. Department of Housing and Urban Development (HUD), and the U.S. Environmental Protection Agency (EPA). She is familiar with the FHWA federal funding administration process from field review and request for authorization to final invoicing. Jane has received specialized training in project reporting requirements and fraud detection and prevention procedures.

Jane provides ongoing Disadvantaged Business Enterprise (DBE) Program management services for nearly two dozen agencies, including the preparation of the implementation agreement and annual submittals (LAPM Exhibits 9-A and 9-B), bid document review and updates, project-specific DBE goal calculation, Good Faith Effort (GFE) analysis, DBE contractor verification, and DBE utilization tracking.

Jane's background includes developing and negotiating contracts, monitoring, and enforcing contractual compliance, risk management coordination, and managing a multi-state licensing project for an energy services subsidiary. She also possesses a strong legal background, having served as a paralegal and senior paralegal for real estate, land development, and contract law litigation attorneys.

Relevant Project Experience

Various Agencies: Local, County, State, Federal Labor Compliance, CA. Jane has provided Supervisory Labor Compliance services in the following cities:

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|--------------------|------------------------|-------------------------|
| ▪ Azusa | ▪ Highland | ▪ Pinole |
| ▪ Baldwin Park | ▪ Huntington Park | ▪ Pomona |
| ▪ Bell Gardens | ▪ Inglewood | ▪ Rancho Palos Verdes |
| ▪ Bellflower | ▪ Irwindale | ▪ Rialto |
| ▪ Brea | ▪ La Cañada Flintridge | ▪ Ridgecrest |
| ▪ Burbank | ▪ La Mirada | ▪ Rolling Hills Estates |
| ▪ California City | ▪ La Puente | ▪ Rosemead |
| ▪ Calimesa | ▪ Lakewood | ▪ Santa Clarita |
| ▪ Coachella | ▪ Long Beach | ▪ South Gate |
| ▪ Coalinga | ▪ Manhattan Beach | ▪ South Lake Tahoe |
| ▪ Commerce | ▪ Maywood | ▪ South Pasadena |
| ▪ Corona | ▪ Monterey Park | ▪ Thousand Oaks |
| ▪ Cudahy | ▪ Orange | ▪ Westlake Village |
| ▪ Davis | ▪ Paramount | ▪ Winters |
| ▪ Hawaiian Gardens | ▪ Pico Rivera | ▪ Yorba Linda |

On-Call Labor Compliance, Mojave Water Agency, CA. *Labor Compliance Officer.* Jane is the Project Manager, responsible for labor compliance monitoring and enforcement on a variety of projects.

On-Call Labor Compliance, Long Beach Water Department, CA. *Project Manager.* Jane serves as the supervising project manager for various Long Beach Water Department publicly funded projects.

Stormwater and Runoff Capture Projects at Bolivar and Mayfair Parks, City of Lakewood, CA. Jane served as the City's *Labor Compliance Officer* for these two state- and locally funded projects, at a total cost of \$20 million, which installed state-of-the-art underground diversion, treatment, storage, and pumping systems that redirected all urban and stormwater runoff from adjacent flood control channels and, after treatment, used it to irrigate landscaped greenbelt areas in the parks.

Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority, Los Angeles River Catch Basin Retrofit, CA. Jane served as the *Labor Compliance Officer* and federal reporting liaison for this \$10.8 million project for the installation of 11,560 trash-collecting catch basin inserts in 16 local agency jurisdictions along the Los Angeles River. The project was funded through the U.S. Environmental Protection Agency (EPA) and administered by the State Water Resources Control Board.

Mesa Water District, Snyder Langston, CA. *Project Manager/Labor Compliance Manager.* Jane provided labor compliance monitoring and enforcement services for two contemporaneous projects for the Mesa Water District. The project involved the removal and replacement of roof and HVAC units.

Baldwin Park Marketplace Pipeline, San Gabriel Valley Water Company, CA. *Federal Labor Compliance.* Willdan was selected to provide federal labor compliance services for the pipeline project. The project included construction of water distribution pipeline water services fire hydrant and related appurtenances. The project utilized Community Development Block Grant (CDBG) funds. Willdan updated the project specifications to include the CDBG program requirements as well as Section 3 documentations and provided federal labor compliance services during construction of the project.

Wastewater & Sewer System Improvement, City of Maywood, CA. *Labor Compliance Officer.* Willdan provided design and construction observation for the relining of cracked and broken sewer lines at 33 locations and the repair of 180 manholes using an EPA Grant.

Sewer System Maintenance, City of La Puente, CA. *Labor Compliance Officer.* The project involved periodic sewer cleaning and flushing of the city sewer systems in compliance with the reduction of Total Maximum Daily Loads (TMDL) as required by the State Water Quality Board.

Disaster Assistance, Winter 2005 Storm Damage, City of La Cañada Flintridge, CA. *Labor Compliance Officer* responsible for assisting the City in obtaining federal disaster assistance funding for permanent restoration work necessitated by storm damage. The project included preparation of three Requests for Authorization to proceed with preliminary engineering and disaster assistance for submission to Caltrans and the Federal Highway Administration (FHWA); and the review and update of project specifications.

Disaster Assistance, Winter 2005 Storm Damage, City of Calabasas, CA. *Labor Compliance Officer* responsible for assisting the City in obtaining federal disaster assistance funding for emergency opening and permanent restoration work necessitated by flooding in Winter 2005 storm damage. The project included preparation of start-up documentation for FHWA and Caltrans; review and update of project specifications; preparation of Request for Authorization package; monitoring project DBE-related activities; preparation of award package; and preparation of invoices for project cost reimbursement.

City of Long Beach, CA. Jane currently serves as the *Labor Compliance Officer* for nearly two dozen public works projects for the City of Long Beach, including: Artesia Great Boulevard, Municipal Urban Stormwater Treatment (MUST) Facility construction, fire station improvements and repairs, Los Altos North Library HVAC replacement, and several citywide on-call contracts for emergency plumbing, concrete/slurry, and elevator maintenance.



Rincon Consultants, Inc.

Environmental & Cultural Monitoring

Rincon Consultants, Inc. (Rincon) is a multi-disciplinary environmental sciences, planning, and engineering consulting firm that provides quality professional services to government and industry. Founded in 1994 and headquartered in Ventura, Rincon has grown to a firm of over 190 professionals located in 10 California offices (Ventura, Los Angeles, Santa Barbara, Redlands, San Luis Obispo, Carlsbad, Fresno, Monterey, Oakland, and Sacramento). We provide services categorized into six core areas: Environmental Sciences & Land Use Planning, Biological Resources, Site Assessment & Remediation, Water Resources, Sustainability Services, and Cultural Resources. We also have a GIS & Graphic Communications group to enhance our documents and support our data analyses for projects addressing issues in the aforementioned areas of expertise. A core business area for Rincon is transportation and public works infrastructure projects, and our firm has provided environmental consulting services for these types of projects for over 23 years. During that time, we have developed a reputation for successfully completing the environmental analysis and permitting processes for a number of bridge replacement, roadway improvement, transportation planning, and many other public works related projects throughout California.

Rincon's philosophy on all projects is to encourage early agency and public scoping, and to develop and maintain close communication between the local lead agency, engineering consultants, Caltrans Local Assistance office and other stakeholders, as appropriate, to ensure technical adequacy and timely review of required project deliverables. This approach has enabled us to identify and avoid costly and time-consuming constraints early in the environmental review process and to minimize or avoid potential conflicts with funding deadlines. For several transportation projects, we have conducted comprehensive environmental review for each project phase, beginning with constraints analysis at an early stage of project design, through the CEQA/NEPA process, including resource agency permitting and hazardous materials assessment and coordination that inform final design, and following project approval, through construction monitoring and inspection.

References

Willdan has provided select representative project descriptions and references demonstrating our construction management and inspection expertise with projects of a similar nature.

Phase I and II Sewer System Repairs and Rehabilitation

Client

City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555

Contact

Travis Reed, PE
Public Works Director/Deputy City Manager
(661) 478-1965
treed@ridgecrest-ca.gov

Willdan provided design, bidding assistance, construction management, inspection, materials testing, and labor compliance services for the first two phases of sewer system repairs and rehabilitation per the City's Sewer System Repair Program. The Phase I Project was a \$2.2 million wastewater collection system improvements project. The improvements involved 6,890 linear feet of 8" VCP sewer rehabilitation via cured-in-place-pipe (CIPP) lining, 5,130 linear feet of 10" PVC sanitary sewer replacement via open cut trenching, point repairs, 172 lateral reconstructions with Brim-style inserts, and manhole reconstructions and rehabilitations. Following completion of the sewer main replacements, a 2.5" hot mix asphalt concrete overlay was constructed for the entire length of the project on Church Street from Downs Street to China Lake Boulevard.



The Phase II Project involved over \$8 million of sewer system improvements repairs and rehabilitation of the City's trunk sewer mains on China Lake Blvd and California Ave, as well as spot repairs and manhole rehabilitation on 5 street segments where sewer infrastructure had been damaged by the 2019 earthquakes. The project involved the installation of 2,000 LF of new 15" PVC and 1,750 LF of new 18" PVC sewer main, manhole reconstruction and epoxy lining, 600 LF of cured in place pipe lining; 43 sewer lateral reconstructions; trenching, backfill, and compacting; asphalt concrete overlay; and other appurtenant work. After completion of the sewer improvements, the curb, gutter, sidewalk, driveway approaches, and curb ramps along the west side of China Lake Blvd from Ridgecrest Blvd to Argus Ave were fully reconstructed. The work on China Lake Blvd (SR178) required an encroachment permit from Caltrans and right of entry agreements for reconstruction of surface improvements on private property.



Willdan provided design, bidding assistance, construction management, inspection, materials testing, utility coordination, and labor compliance services for both projects.



Citywide Sewer Main Replacement & Lining – CIP 5353B

Client

City of Hemet
445 E. Florida Avenue
Hemet, CA 92543

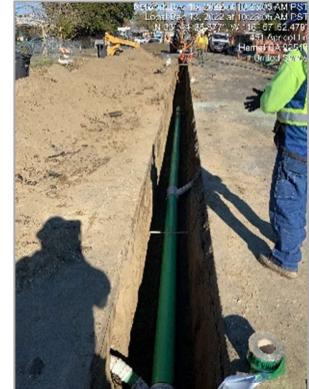
Contact

Noah Rau, PE
City Engineer
(951) 765-2360

nrau@hemetca.gov

Willdan provided construction engineering services for this project, which includes the removal and replacement of existing sewer mains on Acacia Avenue, Devonshire, Buena Vista, Vista Del Monte, Weston Park/St. John Place, Harvard Street, Apricot Ln, as well as sewer lining on Harvard Street, Elwood, and Juanita St. The project also includes the construction of new manholes, reconnection of service laterals, concrete encasement at Weston Park/St. John Place, VCP to PVC connections, trench repair, and other appurtenant work.

Willdan provided construction management, inspection, materials testing, and labor compliance services.



Street and Sewer Improvements on Florence Avenue

Client

City of Bell
6250 Pine Avenue
Bell, CA 90201

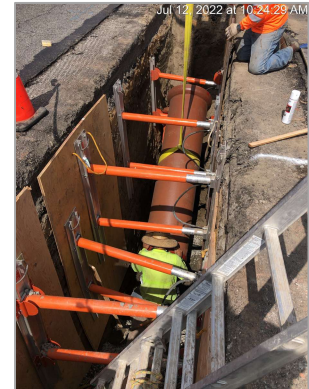
Contact

Allan Perdomo
Community Development Director
(323) 773-1596

aperdomo@cityofbell.org

This Project involved street and sewer improvements on Florence Avenue (Between Vinevale Avenue and Wilcox Avenue). The project consisted of replacing the existing 12-inch VCP sewer with a 15-inch VCP and 18-inch VCP, modifying existing manhole bases, sewer lateral connections, replacing existing manholes with precast concrete manholes, pavement cold milling and ARHM overlay. It included replacing sidewalk, cross gutters, ADA ramps, adjusting manhole frames and valves to grade, striping, and other incidental and appurtenant work necessary for the proper completion of the Project.

Willdan provided construction management, inspection, and material testing services.



Valley Boulevard Sanitary Sewer Improvement and Pavement Resurfacing

Client

City of La Puente
15900 E. Main Street
La Puente, CA 91744

Contact

John DiMario
Development Services Director
(626) 855-1517
jdimario@lapuente.org

This project included sanitary sewer system improvements to replace 150 LF of an existing 8" VCP sewer main with a 10" PVC sewer main and 1,750 LF of an existing 10" VCP sewer main with a 12" PVC sewer main; 10 manhole reconstructions, 32 service lateral connections; PCC curb, gutter, and sidewalk repairs; and ARHM overlay on Valley Boulevard between Ferrero Lane and Wickford Avenue and on Wickford Avenue between Valley Boulevard and Inyo Avenue.

Willdan provided construction management, inspection, materials testing, and labor compliance services.



Miscellaneous Sewer Improvements

Client

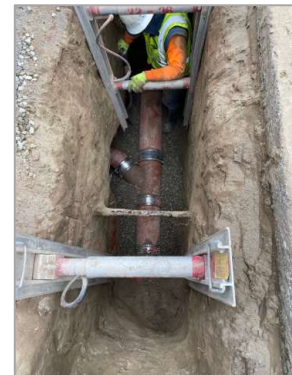
City of Downey
100 West California Avenue
Ridgecrest, CA 93555

Contact

Lorena Powell
Associate Civil Engineer
(562) 904-7117
lowekk@downeyca.org

Willdan provides construction engineering services to the City of Downey on various water and sewer projects. One of the projects for which Willdan provided services was on Miscellaneous Project No. 324 – Miscellaneous Sewer Spot Repairs and Manhole Rehabilitation. The work consisted of isolation, removal, and replacement of broken pipe with new 8" extra strength VCP sewer main and repair couplings; replacement of lateral connection with new 8"x6" extra strength VCP wye and repair couplings; removal of existing, furnishing and installing new sewer manhole frame and covers and top adjusting rings on Bigsby Street, Tweedy Lane, Stamps Avenue, Suva Street, Kingbee Street, Downey Avenue, and Imperial Highway.

Willdan provided construction management, inspection, and material testing services.



Cost Proposal

Mission Springs Water District
FEE PROPOSAL
FOR
Construction Management Services for
AD-15 Area M-2 Sewer Construction and Water Line Replacement Project
Thursday, September 3, 2026

TASK / CLASSIFICATION	Principal in Charge	Resident Engineer	Construction Manager	Office Engineer/ Field Supervisor	Labor Compliance Manager	Public Works Observer/ Special Inspector ²	Public Works Observer/ Special Inspector ²	Labor Compliance Specialist	Clerical	SPECIAL INSPECTIONS - SUBCONSULTANTS					TOTAL LABOR	TOTAL SUBS	MISC. EXPENSE	TOTAL COST
	Mike Bustos	Roy Shaver	Joe Putrino	Peri Kay	Jane Freij	Cris Valenzuela	Dwayne Mozden	Amanda Perez	TBD	Material Testing ^{2,3}	Survey ²	(OPTIONAL) Public Outreach	MMRP	SUB MARKUP				
	\$255	\$215	\$191	\$165	\$188	\$164	\$164	\$150	\$123	Willdan	Adkans	KMP	Rincon	15%				
	HOURLY RATE:									T&M NTE	LS	LS	LS	LS				
TASK 1 - PRECONSTRUCTION SERVICES	16	4	72	24	2	6	6	0	28					\$0	\$28,440	\$0	\$0	\$28,440
SUBTASK 1.1 - CONSTRUCTABILITY REVIEW		2	16	20					8					\$0	\$7,770	\$0	\$0	\$7,770
SUBTASK 1.2 - HIGH LEVEL RISK EVALUATION		2	8						4					\$0	\$2,450	\$0	\$0	\$2,450
SUBTASK 1.3 - BIDDING ASSISTANCE		6	12	24					8					\$0	\$8,526	\$0	\$0	\$8,526
SUBTASK 1.4 - CONSTRUCTION MANAGEMENT KICKOFF MEETING		4	8	8		2	2		2					\$0	\$4,610	\$0	\$0	\$4,610
SUBTASK 1.5 - CONSTRUCTION KICKOFF MEETING		8	20	32	2	4	4		4					\$0	\$13,000	\$0	\$0	\$13,000
SUBTASK 1.6 - DOCUMENT CONTROL		8	8						2					\$0	\$3,494	\$0	\$0	\$3,494
TASK 2 - SUBMITTALS		40	100	18										\$0	\$30,670	\$0	\$0	\$30,670
TASK 3 - CONSULTATION AND MEETINGS		80	600	118					75					\$0	\$160,495	\$0	\$0	\$160,495
TASK 4 - AS-BUILT DRAWINGS		16	151	50										\$0	\$40,531	\$0	\$0	\$40,531
TASK 5 - CHANGE ORDERS		40	453	100										\$0	\$111,623	\$0	\$0	\$111,623
TASK 6 - CONSTRUCTION OBSERVATION				32		3185	414							\$0	\$595,516	\$0	\$0	\$595,516
TASK 7 - SCHEDULES		60	302	40										\$0	\$77,182	\$0	\$0	\$77,182
TASK 8 - MATERIALS TESTING ³							170							\$0	\$27,880	\$0	\$0	\$27,880
TASK 11 - PAY REQUESTS AND LABOR COMPLIANCE ⁵		24	45	40	32			225	57					\$0	\$67,132	\$0	\$0	\$67,132
TASK 12 - PROJECT CLOSE OUT		10	65	10					24					\$0	\$19,167	\$0	\$0	\$19,167
TASK 13 - BILLING AND PROJECT REPORTS		20	80	16					57					\$0	\$29,231	\$0	\$0	\$29,231
TASK 14 - POST CONSTRUCTION WARRANTY INSPECTION		12	24	24			24							\$0	\$15,060	\$0	\$0	\$15,060
TASK 15 - CULTURAL MONITORING AND REPORTING PROGRAM													\$71,640	\$10,746	\$0	\$82,386	\$0	\$82,386
TASK 16 - MITIGATION MONITORING AND REPORTING PROGRAM	16	24	124	24		24			48				\$50,000	\$7,500	\$46,724	\$57,500	\$0	\$104,224
TOTALS ¹	32	360	2,088	580	36	3,221	620	225	317	\$0	\$0	\$0	\$121,640	\$18,246	\$1,289,501	\$139,886	\$0	\$1,429,387

¹This not-to-exceed fee is based on an assumed 595-calendar day construction duration (per the Scope of Work section of the District's RFP) with inspection services assumed at no more than 8 hours per day, Monday through Friday. Additional services needed beyond the contract specified date of completion will be provided on a time-and-material basis at Willdan's standard hourly rates. Overtime inspection services are not included, but will be billed at 1.5 times normal hourly rate if required and may require adjustment to the approved budget. Work performed by support staff with titles not explicitly listed herein will be charged in accordance with Willdan's standard hourly rates at the time the work is performed.

²This proposal assumes prevailing wage inspection is required. For prevailing wage classifications, hourly rates will be increased when the predetermined increases stipulated by the State of California Department of Industrial Relations take effect. Hourly rate increases will be equivalent to the % increase in wages mandated by the State of California. This proposal is based on Determination SC-23-63-2-2024-1D issued on August 22, 2026.

³The Contractor's construction schedule is not available at the time of proposal submission, so a budgetary allowance for materials testing has been provided in this proposal.

⁴Survey fee is based on 54 site trips.



AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING
MEETING DATE: SEPTEMBER 17, 2026
FROM: ERIC WECK, ENGINEERING MANAGER
FOR: ACTION



ACCEPTANCE OF THE NOTICE OF COMPLETION FOR THE REGIONAL SEWER CONVEYANCE LINE PROJECT

STAFF RECOMMENDATION

It is recommended to accept the Regional Sewer Conveyance Line Project as complete and authorize the release of retention monies held for Downing Construction, Inc., in the amount of \$197,057.98, including any subsequent escrow account accruals, thirty-five days after the filing of the Notice of Completion (NOC).

SUMMARY

On November 17, 2022, the Board approved the construction contract with Downing Construction, Inc., for the Regional Sewer Conveyance Line Project, which constructed two miles of force main and 1.3 miles of gravity sewer from the existing Dos Palmas Lift Station to the Nancy Wright Regional Wastewater Reclamation Facility. The project included a sewer diversion near the Horton Wastewater Treatment Plant to divert wastewater flows to the new Regional Plant.

ANALYSIS AND FISCAL IMPACT

Final contract price for the project was \$7,274,764.02. The total contract cost included 19 change orders totaling \$766,488.02 due to changes with project scope and delays. All Project costs are being funded by the California State Water Resources Control Board Clean Water State Revolving Fund.

BUDGET INFORMATION & STRATEGIC PLAN IMPLEMENTATION

Action Cost:	Current FY Cost:	Future FY Cost:	Funding Source	Acct/Project No.
\$197,057.98	\$197,057.98	\$0	Grant Funded	11426
Covered in current FY budget?		Adjustment Needed?	Current Balance:	Balance if Approved:
Yes		No	\$39,642.15	\$39,642.15
Strategic Plan Goal Alignment:				
Smart Goal 4.3 - Maintain and renew assets while facilitating strategic Capital Improvements.				

ATTACHMENTS

Attachment 1 - Notice of Completion

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

EXEMPT – GOV'T CODE 6103

The undersigned grantor declares:

Documentary transfer tax is \$ 0.00.

- () computed on the full value of property conveyed, or
 () computed on full value less value of liens and encumbrances remaining at time of sale.
 () Unincorporated area: () City of _____,
 and County of _____.

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
T:						CTY	UNI		

FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Mission Springs Water District
- The full address of the owner is 66575 Second Street, Desert Hot Springs, CA 92240
- The nature of the interest or estate of the owner is in fee.

(if other than fee, strike "in fee" and interest, for example, "purchaser under contract of purchases," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAME

ADDRESS

- A work of improvement on the property hereinafter described was completed on July 17, 2026
 The work done was: Regional Sewer Conveyance Line Project

- The name of the contractor, if any, for such work of improvement was Downing Construction, Inc.
32194 Outer Highway 10 S. Redlands, CA 92373

November 17, 2022

(If no contractor for work of improvement as a whole, insert "none")

(Date of Contract)

- The property on which said work of improvement was completed is in the City of Desert Hot Springs
 County of Riverside, State of California, and is described as follows: Little Morongo Road from Dillon Road to 19999 Little Morongo Road (Nancy Wright Regional Wastewater Reclamation Facility), and Dillon Road from Little Morongo Road to the Dos Palmas Lift Station.

- The street address of said property is: None

(if no street address has been officially assigned, insert none)

Dated: _____

Brian E. Macy, P.E., General Manager
Mission Springs Water District

VERIFICATION

I, the undersigned, say: I am the General Manager, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my knowledge. I declare under the penalty of perjury that the foregoing is true and correct.

Executed on _____, 2026, at Desert Hot Springs, California.
 (Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING

MEETING DATE: SEPTEMBER 17, 2026

FROM: DANNY FRIEND, DIRECTOR OF OPERATIONS

FOR: ACTION



AWARD CONTRACT TO AMTEK CONSTRUCTION, GA TECHNICAL SERVICES AND LEED ELECTRIC FOR ON-CALL ELECTRICAL MAINTENANCE AND REPAIR SERVICES

STAFF RECOMMENDATION

It is recommended to authorize the General Manager to execute a one-year contract for On-Call Electrical Maintenance and Repair Services, in an amount not-to-exceed \$100,000.00, with the option to extend for two additional one-year terms, subject to negotiated price adjustments, with each of the following contractors:

1. Amtek Construction, in an amount not to exceed \$100,000;
2. GA Technical Services Inc., in an amount not to exceed \$100,000; and
3. Leed Electric Inc., in an amount not to exceed \$100,000.

SUMMARY

In May 2026, the District issued a Request for Proposals (RFP) for On-Call Electrical Maintenance and Repair Services. Six proposals were received from experienced, qualified contractors. The scope of work includes on-call electrical maintenance, troubleshooting, repair, and installation services for MSWD's water, wastewater, and related facilities on an as-needed, time-and-materials basis, including emergency response, preventive maintenance, and repair of electrical systems and equipment.

ANALYSIS AND FISCAL IMPACT

The purpose of this RFP is to establish contracts with qualified contractors and provide MSWD with readily available support for electrical maintenance and repair services. Following review of the proposals, staff identified three contractors best qualified to provide services under the proposed scope of work. Funding for these contracts is included in the approved FY 2026-27 operating and capital budgets. The attached scoring summary provides additional information regarding the evaluators' scores.

BUDGET INFORMATION & STRATEGIC PLAN IMPLEMENTATION

Action Cost:	Current FY Cost:	Future FY Cost:	Funding Source	Acct/Project No.
\$300,000.00	\$300,000.00	\$600,000.00	201 & 301	Multiple
Covered in current FY budget?	Adjustment Needed?	Current Balance:	Balance if Approved:	
Yes	No	Multiple	Multiple	
Strategic Plan Goal Alignment:				
SMART Goal 4 - System Reliability				

ATTACHMENTS

Attachment 1A - Amtek Construction, Attachment 1B - GA Technical Services, Attachment 1C - Leed Electric, Inc., Attachment 2 - Scoring Summary - On-Call Electrical Maintenance

**AGREEMENT FOR ON-CALL ELECTRICAL MAINTENANCE AND REPAIRS
SERVICES BY INDEPENDENT CONTRACTOR
PROJECT DIR # _____**

THIS AGREEMENT FOR ON-CALL ELECTRICAL MAINTENANCE AND REPAIR SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **October 1, 2026** by and between the MISSION SPRINGS WATER DISTRICT, a County Water District (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **Amtek Construction, a California corporation** whose address is **946 N Lemon Street, Orange, CA 92867** (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage CONTRACTOR to provide the following services: **on-call electrical maintenance, repair, and emergency services on an as-needed basis**; and

B. CONTRACTOR has made a proposal (“Proposal”) to the DISTRICT to provide such services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof; and

D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services; and

E. The parties acknowledge that some or all of the Services may constitute “public works” or “maintenance” under California Labor Code section 1720 et seq.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2027**, unless extended by the parties with the approval of the General Manager of the District.

2. Services to be Performed. CONTRACTOR agrees to provide on-call maintenance, repair, and emergency services (“Services”) as requested by DISTRICT and contained within the Proposal. All Services shall be authorized through written task orders (“Task Orders”) issued by the DISTRICT. Each Task Order shall describe the scope of work, schedule, and compensation. CONTRACTOR shall not perform any Services without prior written authorization from DISTRICT. CONTRACTOR designates Alan Sayce as CONTRACTOR’S representative(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

2.01. Task Orders. DISTRICT shall issue Task Orders on an as-needed basis. For each Task Order, CONTRACTOR shall submit a written cost proposal, which shall include, at a minimum, labor, materials, subcontractors, and a proposed schedule for completion. No Task Order shall be binding, and CONTRACTOR shall not commence any work thereunder, unless and until the Task Order has been approved in writing by the DISTRICT. DISTRICT makes no representation or guarantee that CONTRACTOR will receive any minimum amount of work under this Agreement.

2.02. In addition to the requirements set forth in this Agreement, all Services performed pursuant to any Task Order shall be subject to, and CONTRACTOR shall comply with, the General Conditions, Special Conditions, and bond requirements applicable to the Work. The General Conditions and Special Conditions are attached hereto as Exhibit “C” and incorporated herein by this reference.

Each Task Order issued under this Agreement shall expressly incorporate the terms of this Agreement, Exhibit “C” and the applicable bond requirements, and CONTRACTOR agrees that all work performed under any Task Order shall be governed by, and performed in accordance with, such provisions, whether or not expressly restated in the Task Order.

Without limiting the foregoing, CONTRACTOR shall comply with all requirements relating to performance bonds, payment bonds, maintenance bonds, and any other security required by the DISTRICT pursuant to Section 12 of this Agreement. In the event of any conflict between the terms of a Task Order and the General Conditions, Special Conditions, or bond requirements, the more stringent provision, as determined by DISTRICT, shall control.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT. CONTRACTOR shall require all subcontractors to comply with all applicable provisions of this Agreement, including prevailing wage, insurance, and indemnity obligations.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. This Agreement is a time-and-materials, on-call contract. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of \$100,000.00. Each Task Order issued pursuant to this Agreement may include its own not-to-exceed amount, which shall not be exceeded without prior written approval of the DISTRICT.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing. CONTRACTOR shall not exceed any not-to-exceed amount established in an approved Task Order without the prior written approval of the DISTRICT.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. Invoices shall reference the applicable Task Order. DISTRICT may withhold payment for: (i) defective work, (ii) non-compliance with prevailing wage laws, or (iii) incomplete or unauthorized work. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

4.05 DISTRICT may withhold retention from progress payments on a Task Order basis where appropriate. Retention shall not exceed five percent (5%) of the amount payable under the applicable Task Order, unless a higher percentage is permitted by applicable law. Retention shall be released upon satisfactory completion and acceptance of the applicable Task Order, and if a Notice of Completion is recorded for such Task Order,

in accordance with applicable law governing the release of retention. Retention, if any, shall be administered separately for each Task Order.

4.06 Stop Notices. CONTRACTOR acknowledges that DISTRICT may withhold funds otherwise due or to become due to CONTRACTOR in response to any stop notice, bonded stop notice, or other lawful claim made in accordance with California Civil Code. DISTRICT shall be entitled to withhold such amounts as required by law or as reasonably necessary to satisfy such claim. CONTRACTOR shall be solely responsible for resolving any such claim, and DISTRICT shall have no obligation to make payment to CONTRACTOR for amounts subject to such withholding until the claim is released, discharged, or otherwise resolved to the satisfaction of DISTRICT in accordance with applicable law.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. All Services shall be performed in accordance with applicable industry standards and in a good and workmanlike manner. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than for the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR shall perform the Services subject to the direction, control, and approval of DISTRICT as set forth in this Agreement and applicable Task Orders.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.06 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.07 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.08 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.09 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.10 In the performance of this Agreement the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. DISTRICT shall have the right to suspend all or any portion of the Services upon written or verbal notice if DISTRICT reasonably determines that unsafe conditions or non-compliance with applicable laws or regulations exists. CONTRACTOR shall promptly correct any such conditions at its sole cost and expense. Any delay or cost resulting from such suspension attributable to CONTRACTOR'S failure to comply with this Section shall be borne solely by CONTRACTOR.

5.11 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not proceed except at CONTRACTOR's sole risk until written instructions are received from

the Project Manager.

CONTRACTOR warrants all Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards, and shall be free from defective or faulty workmanship and materials. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.12 Time is of the essence with respect to each Task Order issued under this Agreement.

5.13 CONTRACTOR shall be available on a 24-hour basis and shall respond to emergency service requests within two (2) hours unless otherwise approved by DISTRICT.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

c. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

e. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

f. Required Provisions –

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance

certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time

- **Waiver of Subrogation:** The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- **Primary Coverage:** For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof

of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services as an independent contractor, subject to the direction and requirements of this Agreement and applicable Task Orders. CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications, experience, personnel, and resources necessary to perform the Services under this Agreement in a competent and workmanlike manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the standards set forth in this Agreement, including Section 5.01, and that all materials and workmanship shall be of good quality and fit for their intended purpose. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

10.04 Prevailing Wages.

A. To the extent applicable, each Task Order is subject to the State of California "Prevailing Wage Rates". Each applicable Task Order is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the Proposal. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

B. Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations (DIR) as a Public Works Contractor for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are properly registered with DIR and maintain active registration throughout the duration of the Project. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

C. As a condition of payment, CONTRACTOR shall timely submit all required certified payroll records and related documentation. DISTRICT may withhold any portion of a payment, including the full amount, if CONTRACTOR fails to comply with prevailing wage or DIR requirements.

D. CONTRACTOR shall comply with all applicable apprenticeship requirements set forth in California Labor Code sections 1777.5 and 1777.6, including the employment of properly registered apprentices and payment of required apprenticeship contributions. CONTRACTOR shall ensure that all subcontractors also comply with such requirements. CONTRACTOR shall maintain and submit all required apprenticeship documentation upon request. DISTRICT may withhold payments or take other appropriate action for failure to comply with this Section.

10.05 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.06 CONTRACTOR shall have no authority to bind DISTRICT in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred under this

Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Bond Requirements.

12.01 Purpose. This Section sets forth bonding and related security requirements applicable to the on-call electrical maintenance and repair services to be performed by CONTRACTOR on an as-needed, time-and-materials basis under this Agreement. For purposes of this section, "Surety" means an admitted surety insurer authorized to transact surety business in the State of California. Each bond shall be issued by a Surety admitted in California and acceptable to DISTRICT and shall be on DISTRICT'S then-current bond forms and shall not be subject to any condition, limitation, or modification not expressly approved in writing by DISTRICT. CONTRACTOR shall pay all premiums and costs for required bonds. Bonds are in addition to, and not in limitation of, any other security, insurance, indemnity, or remedy available to DISTRICT under this Agreement or applicable law.

12.02 Condition Precedent to Work; Delivery of Bonds. As a condition precedent to CONTRACTOR'S commencement of any Services, CONTRACTOR shall deliver to DISTRICT, in form and substance acceptable to DISTRICT, the bonds described in this Section, duly executed by CONTRACTOR as principal and by a Surety. DISTRICT may withhold issuance of any Task Order until all required bonds are received and approved. In the event of emergency Services requiring immediate response to protect public health, safety, or continuity of water operations, DISTRICT may authorize CONTRACTOR to proceed prior to delivery of bonds; provided, however, that CONTRACTOR shall deliver all required bonds within five (5) business days of such authorization, or as otherwise directed by DISTRICT. Failure to timely provide such bonds shall constitute a material breach.

12.03 Performance Bond. CONTRACTOR shall furnish a performance bond guaranteeing faithful performance of all obligations under this Agreement, including completion of all Services authorized by Task Orders issued during the term, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount established under this Agreement (the "Performance Bond"). The Performance Bond shall also apply to and secure the performance of all authorized change orders, amendments, and modifications to any Task Order, including increases in scope, time, or compensation. In the event of emergency Services performed prior to issuance of a Task Order or formal amendment, the Performance Bond shall be deemed to apply to such Services once the associated Task Order or written authorization is issued, including any retroactive approvals. The Performance Bond shall remain in full force and effect through final completion and acceptance of all Services authorized under the applicable Task Order and satisfaction of all CONTRACTOR obligations that survive completion (including warranty and indemnity obligations to the extent applicable).

12.04 Payment Bond. CONTRACTOR shall furnish a payment bond guaranteeing payment in full for all labor, services, equipment, and materials furnished for the Services, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount (the "Payment Bond"). The Payment Bond shall extend to all labor, materials, and services furnished pursuant to authorized change orders, amendments, and modifications to any Task Order. The Payment Bond shall further apply to emergency Services authorized by DISTRICT, including work performed prior to formal Task Order issuance, provided such work is subsequently documented and approved in writing. The Payment Bond shall be conditioned as required by applicable California law for public works and shall inure to the benefit of claimants as defined by law.

12.05 Maintenance Bond. CONTRACTOR shall furnish a maintenance bond guaranteeing the correction of defective work and warranty obligations arising under this Agreement in a penal sum equal to one hundred percent (100%) of the total not-to-exceed contract amount established under this Agreement (the "Maintenance Bond"). The Maintenance Bond shall remain in effect for the duration of the warranty period set forth in the Maintenance Bond, or such longer period as may be required by applicable law or manufacturer warranty requirements.

12.06 Maintenance of Bonds. CONTRACTOR shall maintain all required bonds continuously in effect. If any bond is canceled, expires, is materially modified, or becomes insufficient due to an increase in the Task Order's not-to-exceed amount, CONTRACTOR shall immediately notify DISTRICT and, within five (5) business days (or sooner if required to avoid any lapse), deliver replacement or supplemental bonds meeting this Section. In the event of any increase to a Task Order amount through change order or amendment, CONTRACTOR shall provide supplemental bonding to maintain coverage equal to one hundred percent (100%) of the revised not-to-exceed amount. For emergency Services resulting in increases to the Task Order amount, CONTRACTOR shall provide such supplemental bonds within five (5) business days of written direction by DISTRICT or execution of a confirming Task Order or amendment. Failure to provide or maintain required bonds constitutes a material breach. In addition to any other remedies, DISTRICT may (a) suspend Services, (b) withhold payments otherwise due, and/or (c) terminate this Agreement for default, without waiving any rights against CONTRACTOR or the Surety.

12.07 Notice of Completion. If DISTRICT elects to record a Notice of Completion for any Task Order, final payment, including any retained funds applicable to such Task Order, shall be made in accordance with Section 4.05 of this Agreement, and if a Notice of Completion is recorded, not earlier than thirty-five (35) days after such recordation, as required by applicable law. DISTRICT shall have discretion to determine whether a Notice of Completion is appropriate for a given Task Order, consistent with applicable law and DISTRICT's administrative practices. CONTRACTOR shall cooperate with DISTRICT and promptly provide such information and documentation as may be reasonably required for the preparation and recordation of any Notice of Completion.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will

be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons

on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

13.12 Confidentiality. All information gained or work product produced by CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

13.13 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or

covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:**CONTRACTOR:**

MISSION SPRINGS WATER DISTRICT

AMTEK CONSTRUCTION

By: _____

By: _____

Print
Name _____Print
Name _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK, PROPOSAL, AND FEE SCHEDULE

(insert behind this page)



**AMTEK Construction Response
For Mission Springs Water District
Request For
On-Call Electrical Maintenance
And Repair Services**

Mission Spring Water District
Desert Hot Springs, California

66575 Second Street
Desert Hot Springs, CA 92240

Due Date: 5/29/2026 1PM

General Electrical Contractor, California Contractor

License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34

Federal I.D. # 90-0937001

DIR # 1000009822

www.amtekconstruction.com



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1. Cover Letter

May 26th, 2026

Mission Springs Water District

Re: Proposal for On-Call Electrical Maintenance and Repair Services

Name: Amtek Construction

Address: 946 N Lemon St, Orange, CA 92867

Telephone: 562-696-7111

Fax: 562-696-7022

Contact: Alan Sayce, President/CEO

Email: Alan@amtekconstruction.com

Amtek Construction is pleased to submit this proposal in response to the Mission Springs Water District Request for Proposals for On-Call Electrical Maintenance and Repair Services. We appreciate the opportunity to present our qualifications and express our interest in supporting MSWD's facilities and operations through responsive, reliable, and professional electrical maintenance and repair services.

We confirm that we have reviewed and understand the full RFP, including the Scope of Work, proposal requirements, general terms and conditions, insurance requirements, prevailing wage requirements, and the Sample Agreement included as Exhibit A. Amtek Construction is prepared to enter into a contract under the terms and conditions prescribed by the RFP and the Sample Agreement, and we are committed to performing the work in accordance with MSWD's standards for safety, quality, responsiveness, and reliability.

As a fully licensed contractor holding classifications A, B, C-7, C-8, C-10, C-12, C61/D06, D38, D31, D21, D42, and D56, Amtek Construction has the capability and experience necessary to support a wide range of electrical and related construction needs. With 43 years of proven experience in electrical construction, maintenance, on-call services, and minor electrical construction, Amtek is well positioned to provide comprehensive preventative maintenance support designed to promote reliable electrical system performance, reduce unplanned downtime, and help maximize the service life of key electrical facility systems.

We are confident in our ability to mobilize quickly, coordinate effectively with District staff, and complete work efficiently and professionally in support of MSWD's wells, sewer pumps, buildings, and related electrical systems.

Alan Sayce, President/CEO

General Electrical Contractor, California Contractor

License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34

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2. Understanding of the Project

Project Overview

Amtek Construction understands that Mission Springs Water District is seeking qualified, responsive contractors to provide on-call electrical maintenance and repair services for District-owned facilities, including production wells, sewer pumps, buildings, motor control centers, VFDs, conduits, wiring, and related electrical systems. We also understand that the work will be performed on an as-needed basis and that rapid mobilization is essential to support District operations.

General Approach

Our approach is to respond quickly, assess the issue thoroughly, and perform safe, efficient, and code-compliant repairs with minimal disruption to District operations. For each request, Amtek will confirm the scope of work, evaluate site conditions, identify any immediate safety concerns, and develop a practical plan to complete the work in accordance with MSWD's requirements and industry standards. Amtek will provide detailed work orders for all work performed, identifying the scope of services, any third-party support, materials utilized, schedule, and associated costs for MSWD's documentation and review.

Organization and Staffing

Amtek Construction will assign qualified personnel to each task based on the nature and urgency of the work, with a designated project supervisor or person in charge serving as the primary point of contact for MSWD. Our staffing will include experienced electrical personnel who are capable of handling routine maintenance, troubleshooting, emergency response, and field coordination as needed to keep the work moving efficiently. We will maintain clear lines of communication so District staff has a reliable contact for scheduling, progress updates, and coordination throughout the duration of the work.

Emergency Response

Amtek Construction is fully capable of responding to emergency calls and mobilizing to the work site within two (2) hours of notification, as required by the RFP. We understand the importance of immediate response for critical infrastructure and are prepared to provide prompt service to address urgent electrical failures, operational interruptions, and other emergency conditions affecting MSWD facilities. Our team is structured to support after-hours, weekend, and emergency response needs in a timely and professional manner.

Preliminary Review

Before beginning any task, Amtek will perform the necessary preliminary review to understand the site conditions, equipment involved, safety requirements, and any constraints that may affect performance of the work. Where excavation or underground work is involved, we will coordinate utility locates with Underground Service Alert and MSWD prior to starting work, in accordance with the RFP requirements. This process allows us to reduce risk, avoid delays, and provide a clear and accurate plan for completing the requested services.

**Commitment to MSWD**

Amtek understands that MSWD's facilities are critical to public service and that reliability, safety, and responsiveness are essential. With 43 years of proven experience in electrical construction, maintenance, on-call services, and minor electrical construction, Amtek is well positioned to provide comprehensive preventative maintenance support designed to promote reliable electrical system performance, reduce unplanned downtime, and help maximize the service life of key electrical facility systems. As a fully licensed contractor, Amtek has the experience and capability to support MSWD's long-term operational needs.

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License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34
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3. Company Information

Legal Name: Amtek Construction

Business Address: 946 N. Lemon St., Orange, CA 92867

Telephone: 562-696-7111

Fax: 562-696-7022

Website: amtekconstruction.com

Email: Alan@amtekconstruction.com

Designated Contact Person: Alan Sayce, President/CEO

Organizational Entity: S-Corporation

Business Background

AMTEK Construction is a family-run, locally owned and operated construction firm established in 1983, with more than four decades of experience serving clients throughout Southern California. The company holds California contractor's license No. 490382 and maintains classifications A, B, C-7, C-8, C-10, C-12, C61/D06, D38, D31, D21, D42, D34, and D56.

Based in Orange County, AMTEK provides electrical contracting services for residential, commercial, industrial, and municipal clients. Its scope of work includes low-voltage electrical systems, troubleshooting, lighting maintenance, traffic signal support, emergency response services, conduit installation, underground vault work, fire alarm installation, EV charging infrastructure, and related support services.

AMTEK currently provides services to a range of public and private sector clients, including Orange County Public Works, Orange County Community Resources, the City of Manhattan Beach, the City of Claremont, the City of Torrance, the City of Coachella, the City of Irvine, Mojave Water Agency, the Superior Courts of Orange County, Orange County Information Technology, and Golden State Water Company.

Organization Structure and Services

AMTEK Construction operates with a hands-on management and field service model designed to support responsive communication, efficient project execution, and dependable customer service. The company's organizational structure is centered on project management, estimating, field supervision, and skilled trade labor, allowing it to deliver practical and timely solutions for a wide range of electrical and site work needs.

Litigation, Mediation, Arbitration, Claims, and Disciplinary Actions

General Contractor violated the prompt pay act. Project name: CSMC ED EXPANSION PROJECT (20-049) Entity: PACIFIC NATIONAL GROUP In April 2026, the Company received a favorable judgment related to a breach of contract lawsuit that has been ongoing since the year ended December 31, 2022. The judgment concluded that the Company is entitled to collect previously billed amounts, as well as reimbursement for legal fees incurred. As of December 31, 2025, the Company had recorded accounts

General Electrical Contractor, California Contractor

License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34

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receivable of approximately \$253,000 and accrued legal expenses of approximately \$471,000 related to this matter. The anticipated recovery from this judgment is expected to improve the Company's working capital position and strengthen its overall financial condition. Management believes this improved liquidity will enhance the Company's ability to meet bonding requirements and pursue additional contract opportunities.

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License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34
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4. Skills and Licenses

Key Personnel

Alan Sayce

Title: Project Manager, Estimator, President / CEO

Phone: 562-696-7111

Email: Alan@amtekconstruction.com

Experience: Earned his Business Degree from the University of California, Fullerton. He has been with AMTEK for seventeen years and has over seventeen years of experience in the construction industry. Alan has successfully partnered with numerous municipalities on a variety of installation and infrastructure projects. His strength lies in coordinating with trades and subcontractors to ensure timely and efficient project completion.

Deena Moore

Title: Operations Manager, COO

Phone: 562-696-7111

Email: Deena@amtekconstruction.com

Experience: Attended Purdue University and has more than twenty-five years of experience in the construction industry. Over the past thirteen years with AMTEK, she has served in several key roles including Project Engineer, Project Coordinator, and Operations Manager. With over ten years of management experience, Deena plays a pivotal role in facilitating communication, organization, and operational efficiency across all AMTEK projects.

Tyler James

Title: Foreman, Journeyman Electrician

Phone: 562-696-7111

Email: Tyler@amtekconstruction.com

Experience: More than ten years of experience as one of AMTEK's lead foremen on major construction projects. A certified Journeyman Electrician, Tyler is dedicated to maintaining safety standards and ensuring customer satisfaction on every project. His current work includes projects with the Orange County Sheriff's Department, Riverside County Sheriffs, Saddleback College, and the cities of Manhattan Beach, Torrance, and Claremont. His expertise spans EV charger installations, lighting troubleshooting, in-ground vault electrical work, and trenching and wiring for power systems.

Brian Kelley

Title: Foreman, Journeyman Electrician

Phone: 562-696-7111

Email: Bkelley@amtekconstruction.com

Experience: More than twenty-four years of experience in the construction industry and serves as one of AMTEK's lead foremen. A Journeyman Electrician, Brian is committed to safety, quality, and customer satisfaction. He currently manages projects for the Orange County Sheriff's Department, Riverside County Sheriffs, Saddleback College, Manhattan Beach, Torrance, and Claremont. His work includes EV

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charger installations, lighting troubleshooting, switchgear and high-voltage transformer installations, trenching, and conduit and wire installation.

Eric Abrams

Title: Foreman, Plumber, Maintenance Electrician

Phone: 562-696-7111

Email: Eabrams@amtekconstruction.com

Experience: More than 29 years of experience in plumbing and mechanical systems. He is skilled in site inspection, blueprint and schematic reading, leak detection, and pipe brazing. Eric ensures that every project meets structural and safety standards and is certified in Red Cross First Aid and MED.

Maintenance of electrical work routine inspection, testing, repair, and upkeep of electrical systems. primary goal is to ensure safety, prevent hazards like electrical fires, maximize equipment lifespan, and maintain optimal energy efficiency

Christian Hamby

Title: Journeyman Electrician

Phone: 562-696-7111

Email: Christian@amtekconstruction.com

Experience: With nearly a decade of commercial electrical and general construction experience, holding a California General Electrician license and a state-indentured apprenticeship completion. He focuses on safety, code compliant installations, electrical troubleshooting, and panel and lighting work, while also training apprentices and helping improve workflow efficiency on job sites to ensure projects are completed to customer satisfaction.

Ben Folwell

Title: Journeyman Electrician

Phone: 562-696-7111

Email: Ben@amtekconstruction.com

Experience: Over 11 years of experience in the electrical construction industry, progressing from apprentice to lead journeyman electrician since 2014. He has led major commercial and industrial projects involving underground electrical, site lighting, single-line power distribution, generators, ATS and UPS systems, EV charging installations, and lighting controls, while maintaining a strong focus on safety, code compliance, and customer satisfaction. Ben is a licensed journeyman electrician with OSHA 30 and aerial lift certifications and has extensive experience reading blueprints and schematics, installing and troubleshooting electrical distribution and low-voltage systems, and mentoring crews in the field.

Kyle Crum

Title: Journeyman Electrician

Phone: 562-696-7111

Email: Kyle@amtekconstruction.com

Experience: Over seven years of experience in the construction industry, Kyle Crum serves as one of AMTEK's Electricians. Performing Installation of electrical systems, including wiring, outlets, switches,

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circuit breakers, appliances, and security systems. Performing routine maintenance on electrical systems.

Mario Serrato Jr

Title: Journeyman Electrician

Phone: 562-696-7111

Email: Mserattojr@amtekconstruction.com

Experience: Over ten years of experience in the construction industry, Mario Serrato Jr serves as one of AMTEK's Electricians. Performing Installation of electrical systems, including wiring, outlets, switches, circuit breakers, appliances, and security systems. Performing routine maintenance on electrical systems.

Luis Serrato

Title: Journeyman Electrician

Phone: 562-696-7111

Email: Luis@amtekconstruction.com

Experience: Over thirty years in the construction industry, Luis Serrato serves as one of AMTEK's Electricians. An Electrician by trade, Luis has work on alternative fuel contracts and several electrical contracts. Luis consistently emphasizes safety and quality assurance across all projects. His extensive field experience and ensure successful project completion and client satisfaction.

Licenses and Certifications

Amtek Construction

CSLB: 490382

Classifications: A, B, C-7, C-8, C-10, C-12, C61/D06, D38, D31, D21, D42, D34, and D56.

DIR: 1000009822

OCLSB CERTIFICATE ID #: 1104

Subcontractor: Industrial High Voltage

Address: 3136 Pacific Coast HWY, Torrance, CA 90505

Phone #: 310-530-1676

CSLB: 741051

DIR: 1000005753

Scope of Work: Industrial High Voltage will be working on any electrical needs that is 600v and higher.

Amtek Construction has partnered with Industrial High Voltage for approximately four (4) years and has consistently experienced a high level of professionalism, reliability, and technical expertise. Throughout this working relationship, Industrial High Voltage has demonstrated a strong commitment to quality workmanship, safety, and timely project delivery. Based on our continued collaboration, Amtek Construction has full confidence in their capabilities and trusts them to perform to the highest standards on all assigned work.

General Electrical Contractor, California Contractor

License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34

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**CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE**



License Number **490382**

Entity **CORP**

Business Name **AMTEK CONSTRUCTION**

Classification(s) **A B C-8 C10 C12 C-7 C61/D06
C61/D38 C61/D31 C61/D21
C61/D42 C61/D34 C61/D56**

Expiration Date **04/30/2027**

www.cslb.ca.gov



To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 1104

Email Address:

alan@amtekconstruction.com

Legal Business Name:

Business Web Page:

<https://amtekconstruction.com/>

AMTEK CONSTRUCTION

Doing Business As (DBA) Name 1:

Business Phone Number:

562/696-7111

AMTEK CONSTRUCTION

Doing Business As (DBA) Name 2:

Business Fax Number:

562/696-7022

AMTEK CONSTRUCTION

Address:

Business Types:

Construction , Service

946 N Lemon St

Orange

CA 92867

Certification Type	Status	From	To
SB	Approved	07/23/2025	07/31/2027

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-LOG IN at CaleProcure.CA.GOV

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/01/2022 06/30/2029

Contractor Information

Contractor Name: AMTEK CONSTRUCTION

Trade Name: AMTEK CONSTRUCTION

License Type Number: 1000009822

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ Province: ORANGE

Physical Business Address: 946 NORTH LEMON STREET

Physical Business State: CA

Physical Business Postal Code: 92867

Contractor Mailing Address

Mailing Country: United States of America

Mailing City /Province: ORANGE

Mailing Address: 946 NORTH LEMON STREET

Mailing State: CA

Mailing Postal Code: 92867

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: loretta@amtekconstruction.com

Applicant's Email: loretta@amtekconstruction.com

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? Yes

PEO Name: BARRETT BUSINESS SERVICES

Street address: 862 E. Hospitality Lane, Ste. 150

City, State, Zip: San Bernardino, CA 92408

PEO Email Address:

PEO Phone Numbers: (909) 890-0100

Workers' Compensation Overview

Carrier: ACE AMERICAN INSURANCE
COMPANY.

Inception Date: 10/01/2025

Policyholder Name: AMTEK CONSTRUCTION

Expiration Date: October 1, 2026

Policy Number: C69975951

Certification

Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award

I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, Loretta Sayce, the undersigned, am , AMTEK CONSTRUCTION with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 9:02 AM

Legal Entity Information

Legal Entity Type: Corporation

Name: AMTEK CONSTRUCTION



CONTRACTORS STATE LICENSE BOARD

▼ Contractor's License Detail for License # 741051

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/20/2026 11:30:45 AM

Business Information

THE HILD CORPORATION
DBA INDUSTRIAL HIGH VOLTAGE

PO BOX 1188
TORRANCE, CA 90505
Business Phone Number:(310) 530-1676

Entity Corporation
Issue Date 10/02/1997
Expire Date **10/31/2027**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

[C10 - ELECTRICAL](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100738094

Bond Amount: \$25,000

Effective Date: 03/23/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual LOIS KATHLEEN HILD certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 07/19/2021

This license has workers compensation insurance with the [TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA](#)
Policy Number:UB9M611123
Effective Date: 01/01/2025
Expire Date: 01/01/2027
[Workers' Compensation History](#)

Workers' compensation classification code(s):
5140 - Electrical Wiring-high wage
5190 - Electrical Wiring-low wage

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Other

▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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1000005753 - THE HILD CORPORATION

Customer Account Lookup

PWCR

1000005753

Contractor Status

DIR Approved

CSLB

741051

Business Phone

310-530-1557

Ext

Registration Start Date

2025-07-01

Legal Entity Name

THE HILD CORPORATION

Doing Business As (DBA)

INDUSTRIAL HIGH VOLTAGE

Business Structure

-- None --

President

Lois Hild

Email

julia@industrialhighvoltage.com

Registration End Date

2026-06-30

Crafts

Electrician

Address

Mailing Address

3136 PACIFIC COAST HWY

Mailing Address - City

TORRANCE

Mailing Address - State

CA

Mailing Address - Zip

90505

Mailing Address - Country

USA

Physical Address

PO BOX 1188

Physical Address - City

TORRANCE

Physical Address - State

CA

Physical Address - Zip

90505

Physical Address - Country

Related Lists

Registration Dates (10)

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5. Experience and References

CDCR High Voltage Electrical Maintenance Services

Location: Various locations: California Institute for Men (CIM), California Institute for Women (CIW), California Rehabilitation Center (CRC), SYCRCC Juvenile Reception Center.

Project Duration: 1/2025- 12/2027

Contract amount: \$10,479,404.00

Contact: Samantha Sheckler

Telephone: 279-210-3787

Email: Samantha.Sheckler@cdcr.ca.gov

Job Description: High Voltage Equipment Maintenance and Repair Services, Inspection, testing, calibration, continuous load recording (as requested), and repair services to maintain the optimum level of operation and efficiency for high voltage equipment/components, transformers, switchgears, and transfer switches

CalVet Electrical Maintenance

Location: 45221 30th Street W., Lancaster CA 93536

Project Duration: 1/2026 – 6/2028

Contract amount: \$107,333.00

Contact: Ophelia DeOlias

Telephone: 916-651-2159

Email: Ophelia.DeOlias@calvet.ca.gov

Job Description: Electrical Inspection, Maintenance and Incidental Repair Services. Electrical maintenance, inspection, cleaning, and testing on the above listed equipment to assure that the Home's main power system, emergency power systems, emergency switchgear, and circuit breakers are operational. INCIDENTAL REPAIR SERVICE provide unlimited visits for any repair services requested or necessary to keep the equipment fully operational. Repair services that are not provided during regularly scheduled maintenance visits or not covered. EMERGENCY SERVICE provide any necessary emergency repairs upon request from the Contract Manager. Contractor must respond to requests for emergency repair within two (2) hours of notification

CITY OF MANHATTAN BEACH - ON-CALL ELECTRICAL SERVICES

Location: 1400 Highland Ave, Manhattan Beach, CA 90266

Project duration: 11/2023- 6/2027

Contract amount: \$300,000.00

Contact: Harell Catalan, Project Manager

Telephone: 424-392-1233

Email: hcatalan@manhattanbeach.gov

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Job Description: Provide maintenance service agreement for On-call services for various locations, EV chargers, Surveillance Camera, lighting, Street lights, Traffic signal repair, panel upgrades, wiring upgrades installation.

List of Projects Completed with Manhattan Beach

- EV Chargers- Various locations throughout City: Added in a new hydra panel, re-piped all the runs into the new panel, troubleshot and fixed chargers
- Camera Reconfiguration-Variou Location throughout City: Pulled in new cable and installed a new modem box
- Light Pole: Shut down breaker for the existing receptacle circuit and tied in new wire, installed the weatherproof box and hooked up the new GFCI and tested power.
- Rewired Sports Complex: There was damage wire MUSCO light poles.
- Aquarium: Removed and Replace conduit wire, Installed disconnect for elevator lift.
- Broken Conduit repair: Cleared out the underground conduit filled with muck and water, verified it went from the Christy box to the broken light. Measured how far the conduit was open and unbroken. Found the conduit to be broken right at the light base so we will need to dig all around the base and re connect our PVC.

CITY OF CLAREMONT VARIOUS PROJECTS-ON-CALL ELECTRICAL SERVICES

Location: 1616 Monte Vista Avenue CLAREMONT, CA 91711

Project duration: 5/2024- 5/2026

Contract amount: Hourly rate, Bill per work order given.

Contact: John Bui, Robert Verboys

Telephone: 909-399-5431

Email: jbui@ci.claremont.ca.us, rverboys@ci.claremont.ca.us

Job Description: Provide On-call service for various projects EV charger, Surveillance Camera, lighting, panel upgrades, wiring upgrades installation.

- The Village: Pulled in new xhhw wire to the pull boxes in each area of the waterfall, re landed all lights and wire to test if power was continuous, there is no power going out to the lights, so we did troubleshoot to test the transformers. Put together a job quote for the vault that needs to be code compliant.
- Plaza Fountain: Changed out 28 of the fountain lights on 1st St Plaza
- City Yard: Took measurements of the required length of pvc and emt, layed out exact pipe run, mapped out core penetration through the masonry wall needed to go from keypad to gate motor.
- The Vault: Demo out the old devices and pipe out of the vault, pulled in our new lighting home run. Demo of all conduit and wire inside the vault and got it ready for the new installation
- Police Station (multiple visits): Troubleshot the lights that were arcing, Troubleshooting the parking lot lights Tied in our new home run to the ups panel, ran the conduit to the gutter system in the new dispatch room, roughed in power for the new dispatch center. Replaced the

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two lights that were HPS lights to led conversion bulbs and replaced the holding cell light fixture to a led conversion and new wire from the bulb housing and from the 4s junction box

- Memorial Park: 10 lights out in park Began the process of elimination by disconnecting all accessible poles. 4 poles have handhole cover soldered onto pole. After disconnecting all wiring, I began connecting to one pole at a time beginning with poles on 10th St.

City of Torrance On-Call Maintenance Svcs

Location: 3031 Torrance Blvd, Torrance CA 90503

Project duration: 7/2024 - 6/2027

Contract amount: 250,000.00 Per Year

Contact: George Beischl, Supervisor General Services Dept and Jasun botiller Fleet Services Manager.

Telephone: 310-625-6951, 310-781-6980

Email: GBeischl@TorranceCA.Gov, jbotiller@torranceca.gov

Job Description: Provide Routine electrical inspections, repairs, Servicing, Replacements. Fixing electrical faults such as short circuits, overloaded circuits, tripped breakers, or damaged outlets. Repairing and replacing faulty switches, dimmers, or lighting fixtures. Diagnosing and troubleshooting issues with electrical appliances or equipment. Addressing electrical emergencies such as power outages. Repair any leak or failing systems to proper working order. EV charger, Surveillance Camera, lighting, Street lights, panel upgrades, wiring upgrades installation.

Mojave Water Agency On-Call Electrical Services for the Agency's Infrastructure

Location: 13846 Conference Center Drive, Apple Valley, CA 92307- Various Locations

Project duration: 11/2024 – 6/2027

Contract amount: \$75,000.00

Contact: Stephan Longoria

Telephone: 760-576-0952

Email: slongoria@mojavewater.org

Description: On an as-needed or on-call basis, Servicing, repairing, and/or replacing electrical panels, associated with building cooling, heating, lighting, booster pump motors, groundwater well motors, motor-operated valves, low voltage equipment to support SCADA components, electrical equipment, associated with hydroelectrical generators.

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT ELECTRICAL JOC – CORONERS PARKING LOT IMPORVMENTS

Location: 800 S Redlands Avenue Perris, CA 92570

Project duration: 6/2023- 1/2024

Contract amount: \$2,544,324.72

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License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34

Federal I.D. # 90-0937001

DIR # 1000009822

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Contact: Dan Franco, Project Manager, ANTONIO SALCIDO

Telephone: 951-970-5044, 951-809-3906 **Cell,** (213) 905-0186

Email: DanFranko@riversidesheriff.org, ASalcido2@riversidesheriff.org

Job Description: Provide new Pole lighting for West lot and under solar fields. Install new storm drain system in East Park

ORANGE COUNTY PUBLIC WORKS LIGHTING MAINTENANCE & REPAIR SERVICE CONTRACT
IFB-080-21126201-NM

Location: 601 N Ross Street 4th Floor Santa Ana, CA 92701 – Various Locations

Project duration: 5/2022 – 5/2027 (3-year contract with a 2-year renewable term)

Contract amount: \$1.8M

Contact: Robert Kimentz, County Project Manager, Nicholas Murray, County DPW

Telephone: 714-667-3281, 714-667-1659

Email: robert.kimentz@ocpw.ocgov.com, nmicholas.murray@ocpw.ocgov.com

Job Description: Lighting Maintenance and Repair Services, Conduct inspections and replacements on a scheduled basis at various locations.

ORANGE COUNTY LIBRARY FACILITY – AS NEEDED ELECTRICAL FAC. LIGHTING MAINTENANCE

Location: – Various Locations

Project Duration: 5/2022-4/2027

Contract amount: \$800,000.00

Contact: Jeremy Hampton, OCCCR Facilities Maintenance Supervisor, Jose Lopez
 Staff Specialist, OCCCR Facilities Management

Telephone: 714-514-4246 cell, 4/2

Email: jeremy.hampton@occr.ocgov.com , jose.lopez@occr.ocgov.com

Job Description: Lighting Maintenance and Repair Services to maintenance all lighting, ballast, and sensors at various on an as-needed basis.

EXTERIOR LIGHTING MAINTENANCE SERVICES OF CITY OF IRVINE FACILITIES INCLUDING
GREAT PARK – 23-3338

Location: 6427 Oak Canyon, Irvine CA 92618– Various Locations

Project Duration: 7/2023- 6/2027 with additional 6 months

Contract amount: \$308,336.28

Contact: Mike Kendrick, Facility Maintenance Specialist, Jayson Hutchinson Electrical Specialist

Telephone: 657-292-3127, 949-410-9088

Email: Mkendrick@cityofirvine.org, JHutchinson@cityofirvine.org

Job Description: Maintenance & service of all electrical poles, bollards, pumpkin, acorn, and multiple light fixtures throughout the city if Irvine’s parks, athletic fields, tennis courts, handball

General Electrical Contractor, California Contractor

License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34

Federal I.D. # 90-0937001

DIR # 1000009822

www.amtekconstruction.com



courts, racquetball courts, basketball courts, animal centers, trails, paths, walkways, this includes the great park located in city of Irvine.

General Electrical Contractor, California Contractor
License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34
Federal I.D. # 90-0937001
DIR # 1000009822
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6. Billing Schedule and Hourly Rates

Please see attached Exhibit G and Amtek Construction Cost Proposal.

SCHEDULE OF VALUES (COST PROPOSAL)

Please attach company rate sheets for items not listed below.

1. The Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where MSWD elects to use this method in determining costs.
2. The unit price quoted by the Contractor shall be those unit prices that will be charged or credited for labor be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
3. All work shall be performed in accordance with the specifications described in the Request for Proposals.

Fee Schedule: 2026-2027

Category: Electrical

Legend:

Entry Fields

Base Labor, \$	Standard Time (per hour)	Overtime (per hour)	Double Time (per hour)
Superintendent/Foreman Electrician - Offsite	\$194.00	\$238.00	\$282.00
Journey Electrician - Offsite	\$174.00	\$218.00	\$262.00
Apprentice Electrician - Offsite	\$132.00	\$165.00	\$198.00
Electrician - Field Labor	\$174.00	\$218.00	\$262.00
Journey Electrician - Field Labor	\$184.00	\$228.00	\$272.00
Apprentice Electrician - Field Labor	\$145.00	\$178.00	\$211.00
Foreman	\$194.00	\$238.00	\$282.00
Lineman	\$224.00	\$268.00	\$312.00

Base Equipment, \$	Rate	Per Hour or Day
Service Truck	\$250.00	Per Day
Aerial Truck with Operator	\$350.00	Per Day

Direct Materials: NTE 15%

General Engineering and Electrical Contractor, California Corporation
License #490382 Class A, B, C-7, C-8, C-10, C-12
Federal I.D. #90-0937001
DIR #1000009822

email: alan@amtekconstruction.com Item 14.
www.amtekconstruction.com
phone: (714) 912-6722 / (562) 696-7111
Fax: (562) 696-7022



946 N. Lemon St., Orange, CA 92867

Mission Springs Water District

REQUEST FOR PROPOSALS: On-Call Electrical Maintenance and Repair Services

Rate Sheet:

Journeyman Electrician Regular Time:	\$ 184.00
Journeyman Electrician After Hours/Overtime:	\$ 228.00
Journeyman Electrician Weekends/Sundays/Holidays:	\$ 272.00
Journeyman Electrician Emergency Rates:	\$ 322.00
Apprentice Electrician Regular Rate:	\$ 132.00
Apprentice Electrician After Hours/Overtime:	\$ 265.00
Apprentice Electrician Weekends/Sundays/Holidays:	\$ 198.00
Apprentice Electrician Emergency Rates:	\$ 248.00
Minimum Call out for Regular Hours:	2HR Minimum
Minimum Call Out for After Hours/Weekends/Emergency:	4HR Minimum
Emergency Response Time:	2-3HRS (Typical is 2HRS)

Markups:

Material (Invoices to be provided with Billings)	15%
Rental Equipment (Invoices to be provided with Billings)	15%
Subcontractors (Quote/Invoices to be provided with Billings)	10%

Administrative Contacts:

Alan Sayce (CEO) (562)217-2887
Deena Moore (Service Manager) (714)317-7334
Monica Diaz (Service Account Manager)
Service Department

alan@amtekconstruction.com
deena@amtekconstruction.com
monica@amtekconstruction.com
service@amtekconstruction.com

Scope of Work

The Contractor shall furnish all labor, materials, equipment, tools, and supervision necessary to perform electrical maintenance and repair services as requested by MSWD. All work shall be performed in a thorough, safe, and professional manner, consistent with industry standards and applicable regulations.

The Scope of Work includes, but is not limited to the following:

- Place, installs, erects, or connects any electrical wires, fixtures, appliances, apparatus, conduits, solar photovoltaic cells, or any part thereof, which generate, transmit, transform, or utilize electrical energy in any form or for any purpose.
- Repair electrical panels lighting circuits, motor control centers (MCC), VFD panels, and all other equipment utilized at water and sewer facilities.
- Troubleshoot of all MCC, relay logic, timer circuits.

Level of Maintenance

All work shall be performed in a manner commensurate with community professional standards and with an ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. Standards and frequencies may be modified from time to time as deemed necessary by MSWD for the proper maintenance and repairs of District facilities.

If, in the judgment of MSWD, the level of maintenance is less than that specified herein, MSWD shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Contractor and MSWD. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at MSWD's sole discretion, result in deduction of payment for that day, week, or month. Payment will be retained for work not performed until such time as the work is performed to MSWD standards.

The Contractor is required to correct deficiencies within the time specified by MSWD. If noted deficient work has not been completed, payment for subject deficiency shall be withheld and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

All work and general conditions shall be performed in accordance with the current Standard Specifications for Cal-OSHA, Public Works Construction (Green Book), the State Water Resources Control Board Health Guidelines, and the American Water Works Association (AWWA) Standards.

Workmanship and Supervision

Unless otherwise stated, Contractor shall be responsible to provide all labor and materials to allow for successful Project completion.

MSWD may choose to reimburse the Contractor for materials that need to be procured. These instances shall be analyzed on a case -by -case basis and reimbursement for materials will need to be agreed upon in the Contractor's letter proposal prior to the commencement of work.

Receipts shall be required for reimbursements for materials purchased for projects. MSWD reserves the right to specify what type of material and/or equipment will be purchased per project. All equipment and material purchases shall be preapproved by MSWD. The Contractor shall charge the actual cost of materials to MSWD plus a maximum of 15% for overhead costs associated with procurement of materials.

MSWD reserves the right to purchase materials directly and make them available to the Contractor. In the event MSWD exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all MSWD practices and procedures.
- All MSWD purchases will be for the sole expressed use of and for MSWD.
- The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives.
- All materials and inventories shall be made available to MSWD upon request. The Contractor will reduce the unit cost for each maintenance task by MSWD's actual cost for the materials provided and used.

Contractor represents and warrants to MSWD that he/she has and will keep in effect at all times during the term of a contract with MSWD, all licenses, permits, professional qualifications, and approvals of whatever nature that are legally required to practice his/her trade.

Maintain all work sites free of hazards to people and/or property resulting from the Contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's operations, shall be immediately reported to MSWD.

The Contractor shall be responsible for removing and cleaning any and all debris that occur as a result of its operations as a result of services requested in this scope of work.

All work performed under this contract shall be performed in such a manner as to provide maximum safety for the public and, where applicable, comply with all safety standards required by CAL-OSHA. MSWD reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

The supervisor or person in charge and on site of any MSWD project shall have a smart phone capable of email. At all times, the Contractor will ensure at least one English speaking person is onsite of any MSWD assigned project.

Working Hours

Normal working hours shall be between the hours of 7:00 AM and 3:30 PM, Monday through Friday, unless otherwise stated by MSWD for emergency or standby services. The Contractor is subject to being contacted 24 hours a day, 7 days a week, 365 days a year to perform emergency repairs. These representatives for the Contractor shall respond to said emergency within two (2) hours from receiving notification. The Contractor shall notify MSWD immediately of any changes to the Contractor's representation.

Contractor's Office

The Contractor shall designate a project supervisor or person in charge at all times and provide MSWD with written notice of such designation. The designated individual shall be available throughout the duration of the work.

The Contractor shall also provide the names and telephone numbers of at least two (2) qualified personnel available during emergency conditions and capable of mobilizing to the job site within two (2) hours of notification.

Unless otherwise stated by MSWD, there will be no on-site storage of equipment or materials on MSWD property or at District sites. Contractors will have full responsibility for maintaining an office and a storage facility. All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, orderly manner and shall be in good working order. MSWD may reject any vehicle or piece of equipment and order it removed if deemed unsafe.

Equipment

All vehicles and equipment used in the performance of the work shall be maintained in a clean, orderly, and safe operating condition. The Contractor shall implement appropriate spill prevention measures, when applicable, including the placement of drip mats or containment under leaking equipment, and shall inspect all equipment for leaks at the end of each workday. MSWD reserves the right, at its sole discretion, to reject and require removal of any vehicles or equipment that do not meet these requirements.

Street Closures, Detours, Barricades

The Contractor shall be responsible for all traffic control and barricades necessary to perform the scope of work. Warning signs, lights, and devices shall be installed and displayed in compliance with the current edition of the "California Manual on Uniform Traffic Control Devices" (CA MUTCD) and "Work Area Traffic Control Handbook" (WATCHBOOK) for use in performance of work upon highways issued by the State of California, Department of Transportation.

Permits

The Contractor shall be responsible for obtaining permits where required by federal, state, or local agencies as it pertains to the work being conducted.

Underground Excavations

The Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor should contact MSWD and Underground Service Alert (www.digalert.org) or call (811) at least forty-eight (48) hours before commencing any excavation, to locate underground service lines.

Responsibility for Damages or Injury

MSWD and all officers, employees, and representative thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the project, or for injury or death of any person as a result of Contractor's performance

of the services required hereunder, or for damage to property from any cause arising from the performance of the project by the Contractor, or its sub-contractors, or its workers, or anyone employed by either of them.

Contractor shall be responsible for any liability imposed by law for injuries to or death of any person or damage to property resulting from defects, obstructions, or from any cause arising from Contractor's work on the project, or the work of any sub-contractor or supplier selected by the Contractor.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

EXHIBIT “C”
GENERAL CONDITIONS
(insert behind this page)

SECTION 2.1
of
GENERAL CONDITIONS

DEFINITIONS, TERMS, ABBREVIATIONS

2.1.01 Definitions - Wherever used in the Contract Documents, the following shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

Acceptance, Final Acceptance - The formal action by the Owner accepting the Work as being complete.

Accepted Bid - The bid (proposal) accepted by the Owner.

Addenda - Written or graphic instruments issued prior to the opening of sealed bids, which modify or interpret the Contract Documents and Drawings by additions, deletions, clarifications or corrections.

Agreement - The written agreement (contract) executed between the Owner and the Contractor covering the performance of the Work.

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

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

Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

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

Contract Documents - The Contract Documents, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Insurance Certificates, Notice of Award, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Detailed Technical Provisions, Drawings, and Addenda.

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

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

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

Detailed Technical Provisions - A part of the Contract Documents consisting of written descriptions of the technical nature of materials, equipment, construction system, standards and workmanship.

Drawings - The part of the Contract Documents, which show the characteristics, and scope of the Work to be performed and which have been prepared or approved by the Engineer.

Engineer - The person, firm or corporation named as such in the Contract Documents.

Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Laboratory - The laboratory authorized by the Owner or the Owner's representative to test materials and work involved in the Project.

Manufacturer - A person, firm or corporation that fabricates, processes, or creates from raw materials or component parts, materials or equipment to be incorporated into the Project.

Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Owner's Representative - The person, consultant, or engineering firm authorized by the Owner to represent him during the performance of the Work by the Contractor and until final acceptance. The Owner's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's Representative means the Owner's representative or his assistants.

Project - The undertaking to be performed as provided in the Contract Documents.

Resident Project Representative - The authorized representative of the Owner who is assigned to the Project site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

Special Conditions - Modifications to Detailed Technical Provisions.

Specifications - The General Conditions, Supplemental General Conditions, Special Conditions, and Detailed Technical Provisions of these Contract Documents.

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

Supplemental General Conditions - Modifications to General Conditions that are specifically applicable to this Project.

Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Utility - Public or private fixed works for the transportation of fluids, gases, power, signals or communications.

Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

2.1.02 Terms - Wherever used in the Contract Documents, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Owner's Representative is intended. Similarly, the terms "approved", "acceptable", "satisfactory", "or equal", or terms of like import shall mean approved by or acceptable to or satisfactory to the Owner's Representative, unless otherwise expressly stated.

The word "provide" shall be understood to mean furnish and install.

2.1.03 Abbreviations - Whenever used in the Contract Documents, the following abbreviations shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAU, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CPR	Certified Payroll Records
DIR	California Department of Industrial Relations
IEEE	Institute of Electrical and Electronics Engineers
LCP	Labor Compliance Program
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or USAS	United States of America Standards Institute (now ANSI)

SECTION 2.2
of
GENERAL CONDITIONS

ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS

2.2.01 SECTION NOT USED.

2.2.02 SECTION NOT USED.

SECTION 2.3
of
GENERAL CONDITIONS

SCHEDULES, REPORTS AND RECORDS

2.3.01 A preconstruction conference will be held prior to commencement of the Work. Attendees shall be the Contractor, his Subcontractors, if applicable, the Owner, the Engineer, representatives of Federal, State or local regulatory or enforcement agencies, and any other parties deemed appropriate by the Owner.

2.3.02 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

2.3.03 Prior to the start of construction, the Contractor shall submit a construction progress schedule to the Engineer for approval. Said schedule shall include, but is not limited to, the following information: Contractor's name, address and telephone number; project/contract number; date prepared; Engineer's name; Owner's name; date of Notice to Proceed; contract completion date; and, list of all important activities, including construction and material delivery, with starting and ending dates for each activity.

The schedule shall be prepared so that the Contractor can update it when significant changes in an activity time and/or completion time occur, as the Engineer may direct. After the Engineer approves the schedule, one (1) electronic copy shall be furnished to the Engineer for distribution. All costs for schedule preparation and printing are included in the Contractor's Bid.

The Engineer reserves the right to alter said schedule to prevent excessive public nuisance or to exclude areas where rights-of-way acquisition might still be in progress or provide timely facilities for testing and connection to other installations dependent upon this project.

2.3.04 Prior to starting construction, the Contractor shall submit to the Engineer for his approval a detailed breakdown of his cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Engineer to determine partial payments.

2.3.05 Prior to the start of construction, the Contractor shall submit the dates at which special drawings will be required and the respective dates when applicable for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

SECTION 2.4
of
GENERAL CONDITIONS

DRAWINGS AND SPECIFICATIONS

2.4.01 SECTION NOT USED.

2.4.02 SECTION NOT USED.

2.4.03 SECTION NOT USED.

2.4.04 SECTION NOT USED.

SECTION 2.5
of
GENERAL CONDITIONS

SHOP DRAWINGS/MATERIAL SUBMITTALS

2.5.01 SECTION NOT USED.

2.5.02 SECTION NOT USED.

2.5.03 SECTION NOT USED.

2.5.04 SECTION NOT USED.

SECTION 2.6
of
GENERAL CONDITIONS

MATERIALS, SERVICES AND FACILITIES

2.6.01 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

2.6.02 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. The Contractor shall be entirely responsible for damage or loss to material and equipment until the Work has been completed by the Contractor and accepted by the Owner.

2.6.03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.6.04 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

2.6.05 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.6.06 Whenever under this Agreement it is provided that the Contractor shall furnish materials or manufactured articles, or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the Work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the Work as a whole or in part.

2.6.07 All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified.

SECTION 2.7

of
GENERAL CONDITIONS

INSPECTION AND TESTING

2.7.01 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

2.7.02 The Owner shall provide all inspection and testing services not required by the Contract Documents. Performance of these tests and all costs will be borne by the Owner; except, the cost of any test which shows unsatisfactory results shall be borne by the Contractor.

2.7.03 The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

2.7.04 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall pay for all inspection fees imposed by public agencies other than the Owner.

2.7.05 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

2.7.06 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

2.7.07 If any Work is covered contrary to the written instructions of the Engineer or work done for which the Contractor has not requested and received inspection, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

2.7.08 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure,

observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

2.7.09 Upon request of the Engineer, the Contractor shall furnish certification of compliance that fabricated or manufactured products conform to the standards of the industry as specified in these Contract Documents and that said fabricated or manufactured products were fabricated or manufactured under the quality control standards of the stated specifications of these Contract Documents.

SECTION 2.8
of
GENERAL CONDITIONS

SUBSTITUTIONS

2.8.01 Whenever a material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

2.8.02 The Contractor's use of approved substitutions or equals shall not relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from providing or using approved substitutions or equals where they affect the adjoining or related work, including the expense of required engineering, redesigning, drafting and permits, where necessary, whether the Owner's approval is given before or after receipt of Bids.

The Contractor shall bear the cost of all engineering work associated with the review of submittals for substitutions and equals. The Contractor shall approve the engineering costs prior to the performance of the engineering work using the form entitled "Authorization of Engineering Costs for the Evaluation of Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the submittal review until authorization is given. If the Contractor does not provide this authorization, the submittal will be rejected.

Engineering costs associated with redesign of adjoining or related work due to Substitutions or Equals shall be approved in writing by the Contractor prior to the performance of the work. The Contractor shall approve the cost of the engineering work using the form entitled, "Authorization of Engineering Costs for Redesign due to Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the redesign until the authorization is given. If the Contractor does not provide this authorization, the submittal, which created the need for redesign, shall be rejected.

SECTION 2.9
of
GENERAL CONDITIONS

INTELLECTUAL PROPERTY, PATENTS, ROYALTIES AND INDEMNIFICATION

2.9.01 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, including attorney's fees, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

2.9.02 Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the District and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the District, or any of its officers, agents, members, employee authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.

This indemnity provision is in addition to all other defense, hold harmless and indemnity clauses in the Contract Documents and shall survive Final Completion and termination of the Contract. If the District is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the District, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the District, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual

property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.

SECTION 2.10
of
GENERAL CONDITIONS

SURVEYS, PERMITS, REGULATIONS

2.10.01 SECTION NOT USED.

2.10.02 SECTION NOT USED.

2.10.03 SECTION NOT USED.

SECTION 2.11
of
GENERAL CONDITIONS

PROTECTION OF WORK, PROPERTY
AND PERSONS

2.11.01 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.11.02 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction, including the applicable provisions of the California Occupational Safety and Health Act of 1973, Part 1, Division 5, of the Labor Code §6300 et. seq. and the Construction Safety Orders of the Division of Industrial Safety. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

2.11.03 The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.11.04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

2.11.05 Until the formal acceptance by the Owner of the performance of the Contractor hereunder, either by furnishing equipment and/or materials or by performance of Work, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of that which he is to provide or complete hereunder occasioned by any of the above causes before completion and acceptance and shall bear the expense thereof. In case

of suspension of Work from any cause whatsoever, the Contractor shall be responsible for all equipment and/or materials then upon Owner property and shall properly store them, if necessary, and shall erect temporary structures where necessary in so doing. Nothing in these Contract Documents shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon Owner's real property, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

2.11.06 Prior to the beginning of any work, the Contractor shall obtain, at its sole expense, all permits required by the California Division of Occupational Safety and Health (Cal/OSHA) for permit-required activities associated with the Project and shall provide copies of such permits to the Owner upon request.

2.11.07 In accordance with Government Code Section 4216 and following, Contractor shall notify Underground Service Alert at least two days prior to excavation with a description of the area to be excavated to determine if any participant has a subsurface installation in the area.

2.11.08 The Contractor shall not commence any excavation over five (5) feet in depth until he has submitted to the Owner 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 any such excavation and such plan has been accepted by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated. If such plan varies from the shoring system standards promulgated by the Department of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed and paid by the Contractor. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing contained in this article shall be construed as relieving the Contractor of full responsibility for providing shoring, bracing, sloping, or other provisions, which are adequate for worker protection.

2.11.09 A working platform for any scaffolding swung or suspended from an overhead support more than ten (10) feet above the ground, floor or area in which an employee on the scaffolding might fall, shall have a safety rail of wood or other equally rigid material of adequate strength; such rail shall be in compliance with the applicable orders of the Division of Industrial Safety.

The suspended scaffolding shall be fastened so as to prevent the same from swaying from the building, or structure, or other object being worked on from such scaffolding. All parts of such scaffolding shall be of sufficient strength to support, bear, withstand with safety, any weight of persons, tools, appliances or materials which might reasonably be placed on it or which are to be supported by it.

In addition to the duties imposed by any law regulating or relating to scaffolding, the Contractor who uses scaffolding in connection with the construction, alteration, repairing, painting, cleaning, or doing of any work upon any building or structure shall furnish safety lines to tie all hooks and hangers back on the roof of such building or structure and provide safety lines hanging from the roof, securely tied thereto, for all swinging scaffolds which rely upon stirrups of the single point of suspension type to support the working platform. One such line shall be provided for each workman with a minimum of one line between each pair of hangers or falls.

Platforms or floors of scaffolding shall be not less than fourteen (14) inches in width and shall be free from knots or fractures impairing their strength.

The use of lean-to scaffolds, sometimes known as jack scaffolds, as support for scaffolds is prohibited.

2.11.10 In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect, as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever notice is required to be given by the Owner or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

2.11.11 The Contractor shall not load nor permit any part of any structure to be loaded with any weights that will endanger the structure, nor shall subject any part of the Work to stresses or pressures that will endanger it.

2.11.12 The Contractor will be required to certify that he has an Injury, Illness Prevention Plan for his company as required by Labor Code Section 6401.7.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones and carried by the supervisor of the work being performed.

The Contractor shall provide assurance to the District that all equipment has proper permits issued by the South Coast Air Quality Management District, or the local air quality district.

In addition, the Contractor shall be required to post notices required by Proposition 65 for any hazardous chemicals listed by the State Health Department, which are brought onto the property as part of the construction program.

2.11.13 Any public works contract of a local public entity, which involves digging trenches or other excavations that extend deeper than four feet below the surface, shall contain a clause, which provides the following:

- a. That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
 - c. That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.
 - d. Differing Conditions shall not include:
 - 1. All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;
 - 2. All that could be seen on Site;
 - 3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.
 - 4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
 - e. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the District's investigation of potential Differing Conditions.
 - f. Failure by Contractor to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

SECTION 2.12
of
GENERAL CONDITIONS

SUPERVISION BY CONTRACTOR

2.12.01 The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

2.12.02 The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work, and whenever the Engineer shall notify the Contractor that any man on the Work is, in his opinion, incompetent, unfaithful, intemperate, or disorderly or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person on the Work representing the Owner, or is otherwise unsatisfactory, such man shall be discharged immediately from the Work and shall not be re-employed upon it except with the consent of the Engineer. Such discharge shall not be the basis of any claim for damages against the Owner or his agents.

2.12.03 In the event that the Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the District Representative, at least seven days prior to engaging the person, an Experience Statement form for the District's review and acceptance. Any proposed substitution is subject to the approval of the District Representative based upon qualifying experience on similar projects as set forth in the bid documents for the project. Failure to obtain the District's acceptance shall not constitute a cause for delay. In addition, the District may issue an order to stop the work under these General Conditions until such time as the Contractor engages persons possessing skills and qualifications acceptable to the District.

2.12.04. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or Contractors, then Contractor shall require the Subcontractor to:

1. coordinate its Work with the dependent work;
2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
3. supply and install items to be built into dependent work of others;
4. make provisions for dependent work of others;
5. examine dependent drawings and specifications and submittals;
6. examine previously placed dependent work;
7. check and verify dependent dimensions of previously placed work;
8. notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and

9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

2.12.05. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the District in accordance with the terms of the Contract, but nothing herein contained shall be taken to relieve Contractor of any of its obligations or liabilities under the Contract, or of performing its required detailed direction and supervision.

2.12.06. Contractor shall at all times permit the District, its agents and authorized representatives to: (i) visit and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject the Work if it does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the District.

2.12.07. Whenever Contractor desires to perform Work outside regular working hours, Contractor shall give notice to the District of such desire and request and obtain the District's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the District may make the necessary arrangement for testing and inspection.

2.12.08. If Contractor receives a written notice from the District that a Clarification is forthcoming from the District, all Work performed before the receipt of the Clarification shall be coordinated with the District to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the District's written notice but before receipt of the Clarification and not so coordinated shall be at Contractor's risk.

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

SECTION 2.13
of
GENERAL CONDITIONS

CHANGES IN THE WORK

2.13.01 This Agreement may not be altered in whole or in part except by modification in writing and properly executed by all parties hereto or by a change order.

2.13.02 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

2.13.03 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

SECTION 2.14
of
GENERAL CONDITIONS

CHANGES IN CONTRACT PRICE

2.14.01 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices. Original bid items. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant, the Owner shall review the unit price to determine if a new unit price should be negotiated.
- b. An agreed lump sum.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

When all or any part of the work covered by Change Order is performed by any of the Contractor's Subcontractors, the markups established in this section shall be applied to the Subcontractor's actual cost of such work, to which a markup of five (5) percent on the subcontracted portion of the work may be added by the prime Contractor.

SECTION 2.15
of
GENERAL CONDITIONS

TIME FOR COMPLETION AND
LIQUIDATED DAMAGES

2.15.01 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on or before a date specified in the Notice to Proceed. The Contractor should be aware that time is of the essence for this project.

2.15.02 The Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

2.15.03 If the Contractor shall fail to complete the Work within the Contract Time, or requests for extension of time approved by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

2.15.04 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- a. To any preference, priority or allocation order duly issued by the Owner.
- b. If delays are caused by unforeseen events beyond the control of both the Contractor and the Owner, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, labor, required "extra work," or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

- c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 2.15.04a and 2.15.04b of this article.

- d. If delays beyond the Contractor's control are caused by reasons other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interests of the Owner, an extension of time may be granted, but the Contractor shall not be entitled to damages or additional payment due to such delays.

If delays beyond the Contractor's control are caused solely by action or inaction by the Owner, such delays will entitle the Contractor to an extension of time.

- e. Extensions of time, when granted, will be based upon the effect of delays on the project as a whole and will not be granted for noncontrolling delays to minor included portions of work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole.
- f. If the Contractor desires payment for a delay or an extension of time, he shall, within thirty (30) days after the beginning of the delay, file with the Owner a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least fifteen (15) days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such request.

2.15.05 In case the Work called for under this Contract is not completed within the time limit stipulated herein, the Owner shall have the right, in lieu of assessing liquidated damages, to extend the time of completion thereof. If the time limit be so extended, the Owner shall have the right to charge to the Contractor and to deduct from the final payment for the Work, the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate and the cost accruing by reason of unavoidable delays shall not be included in such charges.

SECTION 2.16
of
GENERAL CONDITIONS

CORRECTION OF WORK

2.16.01 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

2.16.02 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

SECTION 2.17
of
GENERAL CONDITIONS

SUBSURFACE CONDITIONS AND
EXAMINATION OF CONTRACT DOCUMENTS

2.17.01 The Contractor represents that he has carefully examined the Contract Documents and the site where the Work is to be performed and that he has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may affect performance of the Work in any manner. The Contractor further represents that he has studied all surveys and investigation reports governing subsurface and latent physical conditions pertaining to the job site; that he has performed such additional surveys and investigations as he deems necessary to complete the Work at the Contract Price; and, that he has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a Bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered and as to the character, quality and scope of the Work.

2.17.02 The Drawings for the Work show conditions as they are supposed or believed by the Engineer to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions actually exist. The Owner and the Engineer shall not be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown in the Drawings and the actual conditions revealed during the progress of the Work or otherwise.

Where the Owner or the Engineer or their consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, the Contractor may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the Engineer.

The records of such investigations are not a part of the Agreement and are shown solely for the convenience of the Contractor. It is expressly understood and agreed that the Owner, the Engineer and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations; the records thereof; or of the interpretations set forth therein or made by the Owner's consultants, the Engineer or his consultants in the use thereof by the Engineer, and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked for developments may not occur, or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the Owner, the Engineer or their consultants is included with the Drawings, it is expressly understood and agreed that said log of test borings does not constitute a part of the

Agreement, represents only the opinion of the Owner or the Engineer or their consultants as to the character of the materials encountered by them in the test borings, is included in the Drawings only for the convenience of the Contractor, and its use is subject to all of the conditions and limitations set forth in this article.

2.17.03 The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of Section 2.17.01 and the Contractor is cautioned to make such independent investigations and examinations as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the Work.

2.17.04 No information derived from such inspection of records of investigations or compilation thereof made by the Owner, Engineer, or their consultants will in any way relieve the Contractor from any risk or from properly fulfilling the terms of the Agreement.

SECTION 2.18
of
GENERAL CONDITIONS

SUSPENSION OF WORK,
TERMINATION AND DELAY

2.18.01 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.18.02 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

2.18.03 Where the Contractor's services have been terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.

2.18.04 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit. The Owner's authority and responsibility with respect to termination for convenience of owner or upon breach of contract are set forth in more detail in Section 2.35 of these General Conditions.

2.18.05 If, through no act or fault of the Contractor, the entire Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or by request of litigation relating to the Project, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

2.18.06 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

SECTION 2.19
of
GENERAL CONDITIONS

PAYMENTS TO CONTRACTOR

2.19.01 SECTION NOT USED

2.19.02 SECTION NOT USED

2.19.03 SECTION NOT USED

2.19.04 SECTION NOT USED

2.19.05 SECTION NOT USED

2.19.06 SECTION NOT USED

2.19.07 SECTION NOT USED

2.19.08 SECTION NOT USED

SECTION 2.20
of
GENERAL CONDITIONS

ACCEPTANCE OF FINAL
PAYMENT AS RELEASE

2.20.01 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

SECTION 2.21
of
GENERAL CONDITIONS

INSURANCE

2.21.01 The Contractor shall not commence any work under the Contract Documents until he obtains at his own expense all required insurance. Such insurance must have the approval of the Owner as to Company, limits, form and amount. The Contractor shall not permit any Subcontractor to commence work on the Project until the Subcontractor has also complied with these insurance requirements. The types of insurance, which the Contractor shall secure and maintain for the full Contract time, are Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Builder's Risk "All Risk" Insurance, and Contractor's Pollution Liability Insurance as hereinafter specified. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Contract Documents.

All policies required by this Section shall be primary insurance as to the Owner so that coverage held by the Owner will not contribute to any loss under the Contractor's insurance using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

Premiums for said insurance shall be paid for by the Contractor.

2.21.02 Before commencing any work, the Contractor shall submit written evidence that he and all Subcontractors have obtained for the Contract time full Worker's Compensation Insurance coverage, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Owner, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the named insured for the Owner; this provision applies regardless of whether or not the Owner has received a waiver of subrogation from the insurer.

2.21.03 Before commencing any work, the Contractor shall procure for the entire Contract time full Commercial General Liability Insurance, Automobile Liability Insurance coverage, and Contractor's Pollution Liability as hereinafter specified. Such insurance shall insure the Contractor and all Subcontractors for all claims for personal injury, including sickness and death, and all claims for destruction of or damage to property, including loss of use, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under the Contractor, or by anyone directly or indirectly employed by the Contractor or by any Subcontractor.

Such Commercial General Liability Insurance shall be written with a limit of liability of not less than five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the

policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit. Should the Contractor maintain insurance coverage exceeding the specified amount, any such additional coverage shall still benefit the Owner.

Such Commercial General Liability Insurance shall also be written for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

Such Automobile Liability Insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, including sickness and death, at any time resulting therefrom, sustained by any one person in any one occurrence, and a limit of liability of not less than two million dollars (\$2,000,000) aggregate for any such damages sustained by two or more persons in any one occurrence. Such automobile liability insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District.

Coverage for Commercial General Liability Insurance, Contractor's Pollution Liability Insurance and Automobile Liability Insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 00 01).
- b. Insurance Services Office (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c. Excess Liability Insurance (if necessary) - The limits of insurance required in this agreement may be satisfied by a combination of primary, umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured.

Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officers, employees, agents and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, administration and defense expenses.

The Commercial General Liability Insurance policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

The policy for such insurance shall include contractual coverage sufficiently broad to cover the Contractor's indemnification agreement contained in Section 2.24 excepting 2.24.04 of these General Conditions. The District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 11 85; or both CG 20 10 10 01 and CG 20 37 10 01 (or the CG 20 10 07 04 and CG 20 37 07 04 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the District for all work performed by the Contractor, its employees, agents and subcontractors. this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

2.21.04 Until the completion and final acceptance by the Owner of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

If applicable, the Contractor shall provide and maintain **Builder's Risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Owner. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The policy shall be endorsed with Owner, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Owner

or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Owner. The policy must specify that coverage is to include all materials and equipment to be incorporated in the Project while at the construction site and while in transit.

Such policy shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District. A maximum deductible amount of five thousand dollars (\$5,000.00) on all perils will be allowed. Also, the insurer shall waive all rights of subrogation.

If the Owner determines not to require the Contractor to procure such insurance, the Contract price shall be reduced by the amounts set forth in the bid items for the premium for such insurance.

If the Owner determines to require the Contractor to procure such insurance, such insurance shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The policy or policies for such insurance may provide for a deductible amount not to exceed five (5) percent of the Contract price. As provided in Section 7104 of the Public Contracts Code, the Contractor is responsible for the cost of repairing or restoring work up to five (5) percent of the contract amount.

2.21.05 Contractor shall furnish the Owner with copies of certificates and amendatory endorsements affecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages, required by these specifications, at any time. Failure to continually satisfy the insurance requirements is a material breach of contract.

Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's Contracts Analyst. Carrier(s) shall have an A.M. Best rating of no less than an A: VII or better.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the Commercial General Liability declarations or

endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include required provisions. The District reserves the right to obtain complete, certified copies of all required insurance policies at any time and the Contractor shall provide the same within five (5) days of such request. Failure to continually satisfy the insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least ten (10) years after completion of the project. The Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expires during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

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

The District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

SECTION 2.22
of
GENERAL CONDITIONS

CONTRACT SECURITY

2.22.01 The Contractor shall within thirty (30) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond in penal sum equal to the amount of the Contract Price and a Payment Bond in penal sum equal to one-hundred (100) percent of the amount of the Contract Price, requiring the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the payment by the Contractor to all subcontractors, persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

2.22.02 Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and by California law. The expense of these Bonds shall be borne by the Contractor. Bonds to be placed with insurers with a current A.M. Best's rating of no less than A: VII or better.

2.22.03 If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall they be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

2.22.04 The Performance Bond and the Payment Bond must remain in effect throughout the period for performance of the Work and through the time of final payment by the Owner, and the Performance Bond must remain in effect for a period of one (1) year from the date of approval of the work by the Board of Directors of Owner, which is the period of the Contractor's warranty, or as modified under the Supplemental General Conditions. If a changer order results in an increased contract amount, an updated bond must be submitted to reflect the revised total contract value.

SECTION 2.23
of
GENERAL CONDITIONS

ASSIGNMENTS AND BANKRUPTCY

2.23.01 The Contractor shall not sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

2.23.02 In the event of bankruptcy of the Contractor, whether voluntary or involuntary, this Agreement is automatically terminated, and the Contractor is entitled to no further payments over and above the reasonable value of the actual work completed at that time.

SECTION 2.24
of
GENERAL CONDITIONS

INDEMNIFICATION

2.24.01 The Contractor and any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable during the term of this agreement and associated with the work performed thereunder, will indemnify, defend and hold harmless the Owner and any of their directors, independent contractors, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, but not including the sole or active negligence or willful misconduct of the Owner.

Each of the indemnified parties named in this Section shall be entitled to designate the attorney of their choice and indemnitor agrees to keep Owner's attorney advised as to the status of all claims, damages, losses, expenses and litigation which may arise hereunder.

2.24.02 In any and all claims against the Owner or any of their directors, independent contractors, agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

2.24.03 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

2.24.04 The Contractor shall indemnify, defend and save the Owner, the Owner's Representative, the Engineer, their consultants, and each of their directors, independent contractors, officers, employees and agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Agreement, including but not limited to, Contractor's failure to complete any portion of the Work by the time specified in the Contract Documents. Such costs, expenses, and damages shall include all costs incurred by the Owner, the Owner's Representative, the Engineer, and their consultants to defend against any claims, stop notices, or lawsuits based thereon in which any of them is made a party.

Each of the indemnified parties named in this section shall be entitled to designate the attorney of their choice and the indemnitor agrees to pay the fee of each such attorney so designated.

SECTION 2.25
of
GENERAL CONDITIONS

SEPARATE CONTRACTS

2.25.01 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

2.25.02 The Owner may perform additional Work related to the Project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.25.03 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 2.14, 2.15, and 2.18.

SECTION 2.26
of
GENERAL CONDITIONS

SUBCONTRACTING

2.26.01 SECTION NOT USED.

2.26.02 SECTION NOT USED.

2.26.03 SECTION NOT USED.

2.26.04 SECTION NOT USED.

2.26.05 SECTION NOT USED.

2.26.06 SECTION NOT USED.

SECTION 2.27
of
GENERAL CONDITIONS

ENGINEER'S AUTHORITY

2.27.01 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

2.27.02 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

2.27.03 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

2.27.04 The Engineer shall promptly make decisions relating to interpretation of the Contract Documents.

2.27.05 Any plan or method of Work suggested by the Engineer but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner shall assume no responsibility therefor.

2.27.06 Engineer's authority and responsibility with respect to Resident Project Representation are as set forth in Section 2.33 of these General Conditions.

SECTION 2.28
of
GENERAL CONDITIONS

LAND AND RIGHTS-OF-WAY

2.28.01 Prior to issuance of Notice to Proceed, the Owner shall obtain land and all work shall be performed within existing public rights-of-way for carrying out the Work to be performed pursuant to the Contract Documents. Right-of-way limits are shown on the Drawings.

2.28.02 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

2.28.03 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

2.28.04. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the District to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the District.

2.28.05. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.

2.28.06. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part of the Work or adjacent property to stresses or pressures that will endanger it.

2.28.07. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

SECTION 2.29
of
GENERAL CONDITIONS

GUARANTEE

2.29.01 The Contractor shall guarantee that all materials and equipment furnished will be new unless otherwise specified.

2.29.02 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance by the Board of Directors of Owner. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance by the Board of Directors of Owner that the completed work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guarantee period.

SECTION 2.31
of
GENERAL CONDITIONS

TAXES

2.31.01 The Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening including, but not limited to, all sales, consumer, use and other similar taxes assessed by Federal, State or local authorities where the Work is performed.

2.31.02 The terms of these Contract Documents may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to these Contract Documents, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 2.32
of
GENERAL CONDITIONS

CONFLICT

2.32.01 SECTION NOT USED.

2.32.02 SECTION NOT USED.

SECTION 2.33
of
GENERAL CONDITIONS

RESIDENT PROJECT REPRESENTATIVE

2.33.01 The Engineer will furnish a Resident Project Representative and Assistants to assist the Engineer in carrying out his responsibilities at the Project sites. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and Assistants are herein set forth.

2.33.02 The Resident Project Representative is the Engineer's agent and will act as directed by and under the supervision of the Engineer. He will confer with the Engineer regarding his actions. His dealings in matters pertaining to the on-site Work shall, in general, be only with the Engineer and the Contractor. His dealings with Subcontractors shall only be through or with the full knowledge of the Contractor or his superintendent. He will generally communicate with the Owner only through or as directed by the Engineer.

2.33.03 The duties and responsibilities of the Resident Project Representative will be as follows:

- a. Schedules - Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with the Engineer concerning their acceptability.
- b. Conferences - Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- c. Liaison -
 - (1) Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the Engineer in serving as Owner's liaison with the Contractor when Contractor's operations affect Owner's on-site operations.
 - (2) As requested by the Engineer, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the Work.
 - (3) Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from the Owner or others, except instructions transmitted through the Engineer or himself.

- d. SECTION NOT USED
- e. SECTION NOT USED
- f. Interpretation of Contract Documents - Transmit to the Contractor the Engineer's clarifications and interpretations of the Contract Documents.
- g. Modifications - Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.
- h. Records -
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - (2) Keep a diary or logbook, recording hours on the job site, weather conditions, data related to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
 - (3) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials.
- i. Reports -
 - (1) Furnish Engineer periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- j. Payment Requisitions - Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site.
- k. Guarantees, Certificates, Maintenance and Operation Manuals - During the course of the Work, verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Engineer for his review and forwarding to the Owner prior to final acceptance of the Project.

1. Completion -

- (1) Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- (2) Conduct final inspection in the company of the Engineer, Owner and Contractor and prepare a final list of items to be corrected.
- (3) Verify that all items on the final list have been corrected and make recommendations to the Engineer concerning acceptance.

2.33.04 Except upon written instructions of the Engineer, the Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- c. Expedite Work for the Contractor.
- d. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- f. Authorize the Owner to occupy the Project in whole or in part.
- g. Participate in specialized field or laboratory tests.

SECTION 2.34
of
GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

2.34.01 The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or Agreement for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, defend and indemnify the Owner, the Engineer, and all of its and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the Owner, the Contractor shall bear all costs arising therefrom.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. Wages to be paid for a day's work to all classes of laborers, workers, or mechanics on the work contemplated by the contract, shall be not less than the prevailing rate for a day's work in the same trade or occupation on the locality within the State where the work hereby contemplated is to be performed as determined by the State of California Director of Industrial Relations pursuant to his authority under Labor Code section 1720 et. seq. Each laborer, worker, or mechanic employed by a Contractor or by any Subcontractor shall receive the wages herein provided for. The Contractor shall pay up to two hundred (\$200.00) per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to the worker. NOTE: an error on the part of the awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code section 1720 – 1781 and 1813 – 1815.
- b. In accordance with Sections 1773.1 and 1773.8 of the Labor Code the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et. seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the Owner, forfeit up to twenty-five (25) Dollars for each workman employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours per day at not less than 1.5 times the base rate of pay (or 2 times base rate on Sunday/Holidays), in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is responsible for compliance with Labor Code Section 1777.5 and the California Code of Regulations 230 – 230.2 for all apprenticeable occupations, whether employed by the Contractor or by the Subcontractors. Included in these requirements is the Contractor's requirement to provide notification to the appropriate apprenticeship committees, pay training fund contributions, utilize apprentices in a minimum ratio of not less than once apprentice for each five journeyman hours (unless an exception is granted in accordance with Labor Code 1777.5) and/or request for the dispatch 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.

Willful violations of Section 1777.5 will result in a forfeiture of \$100.00 for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

- f. Attention is directed to the provisions of Labor Code 1725.5 requiring all contractors and subcontractors who bid or work on a public works project to be registered with the Department of Industrial Relations (DIR) via its online portal: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

2.34.02 In the event of any legal or equitable proceeding to enforce the terms or conditions of this Agreement, the parties agree that venue shall be in the judicial district in which the office of the Owner is located.

2.34.03 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

All clauses contained in the Contract Documents shall be interpreted in a manner, which renders them valid under applicable provisions of State, and Federal law where a consistent interpretation is possible.

2.34.04 In the event any arbitration proceeding, administrative proceeding or litigation in law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions or performance of this Agreement, the prevailing party shall be entitled to the award of a reasonable attorney's fee and the costs of the proceeding, which shall be determined by the Court or the presiding officer at the proceeding, authorized to make a determination of the issues at the hearing level, or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

If any party to this Agreement becomes a party to any litigation, administrative proceeding or arbitration concerning the enforcement or interpretation of the provisions of this Agreement or the performance of this Agreement by reason of any act or omission of another party or authorized representatives of another party to this Agreement and not by any act or omission of the party that becomes a party to that proceeding or any act or omission of its authorized representatives, the party that causes another party to become involved in the proceeding shall be liable to that party for reasonable attorney fees and costs of the proceeding incurred by that party in the proceeding. The award of reasonable attorney fees and costs shall be determined as provided above.

In the event opposing parties have each prevailed on one or more causes of action actually contested or admitted by pleadings or prehearing documents on file, the presiding officer may offset such fees and costs between prevailing parties after considering the necessity of the proceeding and the importance of the issue or issues upon which a party has prevailed.

2.34.05 It shall be the responsibility of the contractor to maintain an accurate payroll record showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code 1776, and to insure that each subcontractor on the project also complies with all provisions of Labor Code 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall submit to the Agency's designated Labor Compliance Officer a copy of Certified Payroll Records as enumerated by Labor Code 1776 for the Contractor's, as well as Subcontractor's, employees working on the project work. The Agency shall make no payment to the Contractor until the certified records are received by the Agency's designated Labor Compliance Administrator/Department/Division. Each contractor performing work under contract shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776. Contractor and Subcontractor shall keep accurate project records such as Daily Logs and Reports and may be asked to provide copies of such records per the State of California Public Records Act, Government Code section 6250 – 6276.48. Pursuant to SB854, all public works contractors and subcontractors shall also furnish electronic certified payroll records directly to the Labor Commissioner. For all projects awarded on or after April 1, 2015, the contractors and

subcontractors must furnish electronic certified payroll records to the Labor Commissioner using the online portal: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the contractor and/or subcontractor and the name, address and telephone number of all employees do not appear on the modified records.

Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten (10) days of the date a written request for payroll records has been received.

Failure of contractor to comply with any provision of this Section or Labor Code 1776 within ten (10) days of the date a written request for compliance is received shall result in a forfeiture of up to one hundred dollars (\$100.00) per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Owner shall withhold penalties under this Section or Labor Code 1776 from the contractor's progress payments then due.

2.34.06 By entering into this contract or any subcontract pursuant to this contract, the Contractor and each Subcontractor who performs work or supplies goods, services or materials hereby offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Federal or State Anti-Trust Law, including, but not limited to, any Anti-Trust action any of them may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to this contract or any related subcontract. This assignment is made and becomes effective at the time the awarding body tenders final payment to the Contractor shall insure that a comparable provision is included in all subcontracts at all tier levels which are executed pursuant to this prime contract. Contractor shall have the rights set forth in Section 4553 and 4554 of the Public Contract Code.

SECTION 2.35
of
GENERAL CONDITIONS

REMOVAL, RELOCATION OR PROTECTION
OF EXISTING UTILITIES

2.35.01 SECTION NOT USED

2.35.02 SECTION NOT USED

2.35.03 SECTION NOT USED

2.35.04 SECTION NOT USED

2.35.05 SECTION NOT USED

SECTION 2.36
of
GENERAL CONDITIONS

ANTI-TRUST CLAIMS

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

SECTION 2.37
of
GENERAL CONDITIONS

TERMINATION FOR CONVENIENCE
OF OWNER OR UPON BREACH OF CONTRACT

2.37.01 The performance of work under this contract may be terminated by Owner in accordance with this clause in whole or from time to time in part whenever Owner or Owner's Representative determines that such termination is in the best interest of Owner. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, the date upon which the termination becomes effective, and the reason for the termination.

2.37.02 After receipt of a Notice of Termination, except as otherwise directed by Owner or Owner's Representative, Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- b. Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for the completion of such portion of work under the contract as is not terminated,
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- d. Assign to Owner in the manner, at the times, and to the extent directed by Owner or Owner's Representative all of the right, title, and interest of Contractor under the orders and subcontracts terminated, in which case Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent Owner may require,
- f. Transfer title and deliver to Owner, in the manner, at the times, and to the extent, if any, directed by Owner (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination and (2) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to Owner,
- g. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by Owner or Owner's Representative any property of the types referred to in f. above, provided Contractor (1) shall not be required to extend credit to any purchasers, and (2) may acquire any such property under the conditions prescribed by and at the prices approved by Owner or Owner's Representative. The proceeds of any such

transfer or disposition shall be applied in reduction of any payments to be made by Owner to Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as Owner or Owner's Representative may direct,

- h. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination to the satisfaction of Owner,
- i. Take such action as Owner or Owner's Representative may direct for the protection and preservation of the property related to this contract which is in the possession of Contractor and which the Owner has or may acquire an interest.

After receipt of a Notice of Termination, Contractor shall submit to Owner his termination claim, in the form and with certification prescribed by Owner or Owner's Representative. This claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner or Owner's Representative upon Contractor's written request within such three (3) month period or any authorized extension of the three (3) month period. Owner may deny or grant the request for an extension of time as Owner may determine in its sole discretion. Owner's decision to grant or deny the extension shall be final and binding on all parties to this contract. Upon failure of Contractor to submit his termination claim within the time allowed, Owner or Owner's Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to Contractor the amount so determined.

2.37.03 Contractor and Owner may agree upon the whole or any part of the amount paid to Contractor by reason of the total or partial termination of work pursuant to this clause provided an agreement, in writing, has been reached within three months following the date the termination notice has become effective.

In the event Contractor and Owner are unable to agree on the termination price, Owner shall pay to Contractor the amount determined by Owner or Owner's Representative, in its sole discretion, to be fair and equitable under the circumstances excluding amounts Owner and Contractor have agreed to in accordance with the terms of this section.

In no event shall Contractor be entitled to receive any amount upon termination of this contract which exceeds the total contract price reduced by the amount of payments otherwise made and further reduced by the contract price of work not terminated, by the fair value, as determined by Owner or Owner's Representative, in its sole discretion, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner, by all unliquidated advances or other payments on account made to Contractor applicable to the terminated portion of the contract, by any claim which Owner may have against Contractor in connection with this contract, by the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of this clause and not otherwise recovered or credited to Owner, and by estimated or actual costs to correct Contractor's work which Owner or Owner's Representative, in its sole discretion, determines to be defective. The decision of Owner or Owner's

Representative to determine the proper termination amounts shall be final and binding on all parties to this contract.

2.37.04 Unless otherwise provided for in this contract, Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to Owner at all reasonable times at the office of Contractor, and without charge of any kind to Owner, all Contractor's books, records, documents, and other evidence bearing on the costs and expenses of Contractor under this contract. For this purpose, Contractor specifically consents to allow Owner to receive such copies of Contractor's tax returns as Owner may deem necessary to verify Contractor's costs.

2.37.05 In the event Owner terminates the contract in whole or in part due to the failure of Contractor, its agents, servants, employees or subcontractors to perform any work in the time or manner designated in the contract documents, Owner shall immediately serve written notice of the Termination upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within ten (10) days after the serving upon it of a notice of termination does not give the Owner written notice of his intention to take over and perform the contract or does not commence performance thereof within thirty (30) days from the date of serving said notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method he may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Owner for any excess costs or other damages occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the Owner elects to complete by furnishing his own employees, materials, tools and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for force account work in the article on payment for changes in the work.

2.37.06 In the event Owner terminates the contract as a result of a breach of any contract terms by Contractor, its agents, servants, employees or subcontractors, if the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Excessive costs not paid by Contractor or its Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of fifteen percent (15%) per annum or the maximum rate authorized by California law, whichever is lower.

SECTION 2.38
of
GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

2.38.01 Responsibility of Job Site Conditions

Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall defend, indemnify and hold the Owner and the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the Owner or the Engineer.

2.38.02 Mediation and Arbitration of Claims

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20103.5) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are attached to these General Conditions.

SECTION 2.39
of
GENERAL CONDITIONS

PUBLIC CONTRACT CODE SECTIONS
20103.5 – 20207.7

The following Public Contract Code Sections are included for information.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount of payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the local agency shall, within thirty (30) days, schedule a meet-and-confer conference for the purpose of resolving the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision

(a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article.

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as, otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgement. The interest shall begin to accrue on the date the suit is filed in a court of law.

As stated in subdivision (c) of Section 20104, any contract entered into on or after January 1, 1991, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

20207.7. Unless the amount involved in the purchase at any one time of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board may purchase the articles without the necessity of advertising or lettering contracts. Where the cost of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board shall advertise for sealed bids for furnishing the district the articles. In the matter of advertising, opening and accepting bids, and the letting of contracts, the board shall proceed in all respects in the manner and form provided in the case of contracts for annual supplies.

**AGREEMENT FOR ON-CALL ELECTRICAL MAINTENANCE AND REPAIRS
SERVICES BY INDEPENDENT CONTRACTOR
PROJECT DIR # _____**

THIS AGREEMENT FOR ON-CALL ELECTRICAL MAINTENANCE AND REPAIR SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **August 1, 2026** by and between the MISSION SPRINGS WATER DISTRICT, a County Water District (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **GA Technical Services, Inc. a California corporation** whose address is **1157 E Arrow Hwy, Suite 2, Glendora 91740** (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage CONTRACTOR to provide the following services: **on-call electrical maintenance, repair, and emergency services on an as-needed basis**; and

B. CONTRACTOR has made a proposal (“Proposal”) to the DISTRICT to provide such services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof; and

D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services; and

E. The parties acknowledge that some or all of the Services may constitute “public works” or “maintenance” under California Labor Code section 1720 et seq.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2027**, unless extended by the parties with the approval of the General Manager of the District.

2. Services to be Performed. CONTRACTOR agrees to provide on-call maintenance, repair, and emergency services (“Services”) as requested by DISTRICT and contained within the Proposal. All Services shall be authorized through written task orders (“Task Orders”) issued by the DISTRICT. Each Task Order shall describe the scope of work, schedule, and compensation. CONTRACTOR shall not perform any Services without prior written authorization from DISTRICT. CONTRACTOR designates Adriana Cervantes as CONTRACTOR’S representative(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

2.01. Task Orders. DISTRICT shall issue Task Orders on an as-needed basis. For each Task Order, CONTRACTOR shall submit a written cost proposal, which shall include, at a minimum, labor, materials, subcontractors, and a proposed schedule for completion. No Task Order shall be binding, and CONTRACTOR shall not commence any work thereunder, unless and until the Task Order has been approved in writing by the DISTRICT. DISTRICT makes no representation or guarantee that CONTRACTOR will receive any minimum amount of work under this Agreement.

2.02. In addition to the requirements set forth in this Agreement, all Services performed pursuant to any Task Order shall be subject to, and CONTRACTOR shall comply with, the General Conditions, Special Conditions, and bond requirements applicable to the Work. The General Conditions and Special Conditions are attached hereto as Exhibit “C” and incorporated herein by this reference.

Each Task Order issued under this Agreement shall expressly incorporate the terms of this Agreement, Exhibit “C” and the applicable bond requirements, and CONTRACTOR agrees that all work performed under any Task Order shall be governed by, and performed in accordance with, such provisions, whether or not expressly restated in the Task Order.

Without limiting the foregoing, CONTRACTOR shall comply with all requirements relating to performance bonds, payment bonds, maintenance bonds, and any other security required by the DISTRICT pursuant to Section 12 of this Agreement. In the event of any conflict between the terms of a Task Order and the General Conditions, Special Conditions, or bond requirements, the more stringent provision, as determined by DISTRICT, shall control.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT. CONTRACTOR shall require all subcontractors to comply with all applicable provisions of this Agreement, including prevailing wage, insurance, and indemnity obligations.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. This Agreement is a time-and-materials, on-call contract. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of \$100,000.00. Each Task Order issued pursuant to this Agreement may include its own not-to-exceed amount, which shall not be exceeded without prior written approval of the DISTRICT.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing. CONTRACTOR shall not exceed any not-to-exceed amount established in an approved Task Order without the prior written approval of the DISTRICT.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. Invoices shall reference the applicable Task Order. DISTRICT may withhold payment for: (i) defective work, (ii) non-compliance with prevailing wage laws, or (iii) incomplete or unauthorized work. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

4.05 DISTRICT may withhold retention from progress payments on a Task Order basis where appropriate. Retention shall not exceed five percent (5%) of the amount payable under the applicable Task Order, unless a higher percentage is permitted by applicable law. Retention shall be released upon satisfactory completion and acceptance of

the applicable Task Order, and if a Notice of Completion is recorded for such Task Order, in accordance with applicable law governing the release of retention. Retention, if any, shall be administered separately for each Task Order.

4.06 Stop Notices. CONTRACTOR acknowledges that DISTRICT may withhold funds otherwise due or to become due to CONTRACTOR in response to any stop notice, bonded stop notice, or other lawful claim made in accordance with California Civil Code. DISTRICT shall be entitled to withhold such amounts as required by law or as reasonably necessary to satisfy such claim. CONTRACTOR shall be solely responsible for resolving any such claim, and DISTRICT shall have no obligation to make payment to CONTRACTOR for amounts subject to such withholding until the claim is released, discharged, or otherwise resolved to the satisfaction of DISTRICT in accordance with applicable law.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. All Services shall be performed in accordance with applicable industry standards and in a good and workmanlike manner. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than for the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR shall perform the Services subject to the direction, control, and approval of DISTRICT as set forth in this Agreement and applicable Task Orders.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting

documents to be filed with such entity.

5.06 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.07 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.08 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.09 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.10 In the performance of this Agreement the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. DISTRICT shall have the right to suspend all or any portion of the Services upon written or verbal notice if DISTRICT reasonably determines that unsafe conditions or non-compliance with applicable laws or regulations exists. CONTRACTOR shall promptly correct any such conditions at its sole cost and expense. Any delay or cost resulting from such suspension attributable to CONTRACTOR'S failure to comply with this Section shall be borne solely by CONTRACTOR.

5.11 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not

proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards, and shall be free from defective or faulty workmanship and materials. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.12 Time is of the essence with respect to each Task Order issued under this Agreement.

5.13 CONTRACTOR shall be available on a 24-hour basis and shall respond to emergency service requests within two (2) hours unless otherwise approved by DISTRICT.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

c. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

e. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

f. Required Provisions –

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall provide certificates of insurance to DISTRICT as evidence of the insurance coverage required

herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time

- **Waiver of Subrogation:** The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- **Primary Coverage:** For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved

by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services as an independent contractor, subject to the direction and requirements of this Agreement and applicable Task Orders. CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications, experience, personnel, and resources necessary to perform the Services under this Agreement in a competent and workmanlike manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the standards set forth in this Agreement, including Section 5.01, and that all materials and workmanship shall be of good quality and fit for their intended purpose. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

10.04 Prevailing Wages.

A. To the extent applicable, each Task Order is subject to the State of California "Prevailing Wage Rates". Each applicable Task Order is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the Proposal. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

B. Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations (DIR) as a Public Works Contractor for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are properly registered with DIR and maintain active registration throughout the duration of the Project. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

C. As a condition of payment, CONTRACTOR shall timely submit all required certified payroll records and related documentation. DISTRICT may withhold any portion of a payment, including the full amount, if CONTRACTOR fails to comply with prevailing wage or DIR requirements.

D. CONTRACTOR shall comply with all applicable apprenticeship requirements set forth in California Labor Code sections 1777.5 and 1777.6, including the employment of properly registered apprentices and payment of required apprenticeship contributions. CONTRACTOR shall ensure that all subcontractors also comply with such requirements. CONTRACTOR shall maintain and submit all required apprenticeship documentation upon request. DISTRICT may withhold payments or take other appropriate action for failure to comply with this Section.

10.05 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.06 CONTRACTOR shall have no authority to bind DISTRICT in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT,

whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Bond Requirements.

12.01 Purpose. This Section sets forth bonding and related security requirements applicable to the on-call electrical maintenance and repair services to be performed by CONTRACTOR on an as-needed, time-and-materials basis under this Agreement. For purposes of this section, "Surety" means an admitted surety insurer authorized to transact surety business in the State of California. Each bond shall be issued by a Surety admitted in California and acceptable to DISTRICT and shall be on DISTRICT'S then-current bond forms and shall not be subject to any condition, limitation, or modification not expressly approved in writing by DISTRICT. CONTRACTOR shall pay all premiums and costs for required bonds. Bonds are in addition to, and not in limitation of, any other security, insurance, indemnity, or remedy available to DISTRICT under this Agreement or applicable law.

12.02 Condition Precedent to Work; Delivery of Bonds. As a condition precedent to CONTRACTOR'S commencement of any Services, CONTRACTOR shall deliver to DISTRICT, in form and substance acceptable to DISTRICT, the bonds described in this Section, duly executed by CONTRACTOR as principal and by a Surety. DISTRICT may withhold issuance of any Task Order until all required bonds are received and approved. In the event of emergency Services requiring immediate response to protect public health, safety, or continuity of water operations, DISTRICT may authorize CONTRACTOR to proceed prior to delivery of bonds; provided, however, that CONTRACTOR shall deliver all required bonds within five (5) business days of such authorization, or as otherwise directed by DISTRICT. Failure to timely provide such bonds shall constitute a material breach.

12.03 Performance Bond. CONTRACTOR shall furnish a performance bond guaranteeing faithful performance of all obligations under this Agreement, including completion of all Services authorized by Task Orders issued during the term, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount established under this Agreement (the "Performance Bond"). The Performance Bond shall also apply to and secure the performance of all authorized change orders, amendments, and modifications to any Task Order, including increases in scope, time, or compensation. In the event of emergency Services performed prior to issuance of a Task Order or formal amendment, the Performance Bond shall be deemed to apply to such Services once the associated Task Order or written authorization is issued, including any retroactive approvals. The Performance Bond shall remain in full force and effect through final completion and acceptance of all Services authorized under the applicable Task Order and satisfaction of all CONTRACTOR obligations that survive completion (including warranty and indemnity obligations to the extent applicable).

12.04 Payment Bond. CONTRACTOR shall furnish a payment bond guaranteeing payment in full for all labor, services, equipment, and materials furnished for the Services, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount (the "Payment Bond"). The Payment Bond shall extend to all labor, materials, and services furnished pursuant to authorized change orders, amendments, and modifications to any Task Order. The Payment Bond shall further apply to emergency Services authorized by DISTRICT, including work performed prior to formal Task Order issuance, provided such work is subsequently documented and approved in writing. The Payment Bond shall be conditioned as required by applicable California law for public works and shall inure to the benefit of claimants as defined by law.

12.05 Maintenance Bond. CONTRACTOR shall furnish a maintenance bond guaranteeing the correction of defective work and warranty obligations arising under this Agreement in a penal sum equal to one hundred percent (100%) of the total not-to-exceed contract amount established under this Agreement (the "Maintenance Bond"). The Maintenance Bond shall remain in effect for the duration of the warranty period set forth in the Maintenance Bond, or such longer period as may be required by applicable law or manufacturer warranty

requirements.

12.06 Maintenance of Bonds. CONTRACTOR shall maintain all required bonds continuously in effect. If any bond is canceled, expires, is materially modified, or becomes insufficient due to an increase in the Task Order's not-to-exceed amount, CONTRACTOR shall immediately notify DISTRICT and, within five (5) business days (or sooner if required to avoid any lapse), deliver replacement or supplemental bonds meeting this Section. In the event of any increase to a Task Order amount through change order or amendment, CONTRACTOR shall provide supplemental bonding to maintain coverage equal to one hundred percent (100%) of the revised not-to-exceed amount. For emergency Services resulting in increases to the Task Order amount, CONTRACTOR shall provide such supplemental bonds within five (5) business days of written direction by DISTRICT or execution of a confirming Task Order or amendment. Failure to provide or maintain required bonds constitutes a material breach. In addition to any other remedies, DISTRICT may (a) suspend Services, (b) withhold payments otherwise due, and/or (c) terminate this Agreement for default, without waiving any rights against CONTRACTOR or the Surety.

12.07 Notice of Completion. If DISTRICT elects to record a Notice of Completion for any Task Order, final payment, including any retained funds applicable to such Task Order, shall be made in accordance with Section 4.05 of this Agreement, and if a Notice of Completion is recorded, not earlier than thirty-five (35) days after such recordation, as required by applicable law. DISTRICT shall have discretion to determine whether a Notice of Completion is appropriate for a given Task Order, consistent with applicable law and DISTRICT's administrative practices. CONTRACTOR shall cooperate with DISTRICT and promptly provide such information and documentation as may be reasonably required for the preparation and recordation of any Notice of Completion.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief,

is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that

there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

13.12 Confidentiality. All information gained or work product produced by CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

13.13 Waiver. Waiver by any party to this Agreement of any term, condition, or

covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:**CONTRACTOR:**

MISSION SPRINGS WATER DISTRICT

GA TECHNICAL SERVICES

By: _____

By: _____

Print
Name _____Print
Name _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK, PROPOSAL, AND FEE SCHEDULE

(insert behind this page)

**Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240**

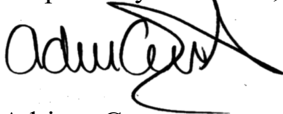
Date: 05/26/2026

Re: On-Call Electrical Maintenance & Repair Services

To Whom This May Concern,

GA Technical Services, Inc. is pleased to submit this proposal to Mission Springs Water District for On-Call Electrical Maintenance and Repair Services. We have carefully reviewed the Request for Proposals, including the Scope of Work, General Terms and Conditions, and sample agreement requirements, and we are confident in our ability to successfully provide responsive, safe, and high-quality electrical maintenance and repair services for the District's facilities. With extensive experience performing public works electrical and low-voltage projects throughout California, including work for municipalities, school districts, and state agencies, GA Technical Services has the personnel, equipment, and technical expertise necessary to support the District's operational needs on an as-needed and emergency-response basis. Our team is experienced in troubleshooting and repairing electrical systems, motor control centers, conduit systems, VFDs, lighting circuits, and related infrastructure in occupied and operational facilities. We appreciate the opportunity to submit our qualifications and look forward to partnering with Mission Springs Water District.

Respectfully submitted,



Adriana Cervantes
Secretary
GA Technical Services, Inc.
Phone: (909) 215-6484
Email: Adriana.Cervantes@GaTechServices.com

UNDERSTANDING OF THE PROJECT

GA Technical Services, Inc. understands that Mission Springs Water District is seeking qualified contractors to provide on-call electrical maintenance, troubleshooting, repair, and emergency response services for District wells, sewer pump stations, buildings, and related facilities. We understand that the services may include installation and repair of conduit systems, wiring, lighting circuits, motor control centers (MCCs), variable frequency drives (VFDs), electrical panels, relay logic systems, PLC-related work, and other electrical infrastructure necessary to maintain reliable District operations. We also understand the importance of rapid mobilization, emergency response capabilities, and maintaining safe working conditions while performing work at active utility facilities.

Our proposed approach is to provide responsive and reliable electrical support through experienced electricians, low-voltage technicians, and project management personnel capable of mobilizing quickly and coordinating directly with District representatives. GA Technical Services will self-perform the majority of the work using qualified in-house personnel and will maintain clear communication regarding scheduling, project status, safety requirements, and material procurement. All work will be performed in accordance with applicable Cal-OSHA requirements, prevailing wage regulations, industry standards, and District specifications. Our team is committed to delivering safe, organized, and high-quality workmanship while minimizing disruptions to District operations and maintaining flexibility to support both scheduled and emergency service requests.

Questionnaire/Contractor's Qualifications Statement
(4 pages)

CONTRACTOR NAME: GA Technical Services, Inc.

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? 24

1.2 How many years has your organization been in business under its present name? 24

1.2.1 Under what other names has your organization operated? N/A

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: 06/11/2002

1.3.2 State of incorporation: California

1.3.3 Corporate ID number: 2419588

1.3.4 President's name: Frank Cervantes

1.3.5 Agent for Service of Process: Adriana Cervantes

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: _____

1.4.2 Type of partnership (if applicable): _____

1.4.3 Name(s) of general partner(s): _____

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

Electrical and Low Voltage Services

2.2 List any other certifications held by your organization, and the name under which they are held.

CSLB, DIR

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

Electrical Services

Low Voltage Services

~~3.2 List all freight transportation service contracts your organization has completed in the past five years, giving the name of project, owner, owner's phone number, project manager, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.~~

~~3.3 State average annual amount of freight transportation services performed during the past five years:~~

~~Year _____ \$ _____~~

~~Year _____ \$ _____~~

~~Year _____ \$ _____~~

Year _____ \$ _____

Year _____ \$ _____

~~3.4 List the freight transportation service contracts and/or projects your organization has in progress, giving the name of the project, owner/contact, contract amount and scheduled completion.~~

~~3.53.2~~ Has your organization, under its current name or any previous names, ever failed to complete any work/contract awarded to it? (If Yes, please explain)

No

4. CLAIMS AND LAWSUITS

4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or any its officers? (If Yes, please describe)

No

4.2 Has your organization filed any lawsuits or requested arbitration with regard to any of its contracts within the last five (5) years? (If Yes, please explain)

No

4.3 During the past five years, have any claims been made against any performance or payment bond maintained in connection with a freight transportation services contract? (If Yes, please describe)

No

~~Please note that all Proposers must have a minimum of three (3) years commercial and/or municipal freight transportation service experience of a similar scope and size and under a valid business name and license number.~~

EXHIBIT C**Uniform Rental Services for 2023-2026****CURRENT REFERENCES****Bidder Name:** GA Technical Services, Inc.

Company Name: City of West Hollywood	Contact Person: Davie Gonzalez
Address: 8300 Santa Monica Blvd,	Telephone Number: 323-848-6857
City, State, Zip: West Hollywood, CA 90069	E-mail Address: dgonzalez@weho.org
Services Provided / Date(s) of Service: 11/2017 - 12/31/2024 Electrical Services	

Company Name: Department of Motor Vehicles	Contact Person: David Haro
Address: 2415 First Avenue	Telephone Number: 916-657-8398
City, State, Zip: Sacramento, CA 95818	E-mail Address: david.haro@dmv.ca.gov
Services Provided / Date(s) of Service: 05/01/2022 - 04/30/2024 Electrical Services	

Company Name: San Bernardino Community College District	Contact Person: Shail Shah,
Address: 701 S. Mount Vernon Ave.	Telephone Number: 909-677-5241
City, State, Zip: San Bernardino, Ca, 92410	E-mail Address: sshah@sbccd.edu
Services Provided / Date(s) of Service: Electrical Upgrades 12/2022 - 12/31/2023	

Company Name: City of Riverside	Contact Person: Rafael Iniguez Zazueta
Address: 3900 Mission Inn Ave	Telephone Number: 951-312-8957
City, State, Zip: Riverside, CA 92501	E-mail Address: riniguez@riversideca.gov
Services Provided / Date(s) of Service: 09/2024 - 12/18/2024 Electrical & Data Improvements	

Company Name: County of Los Angeles	Contact Person: Brandon Wong
Address: 1799 S. Paseo Del Mar	Telephone Number: 323-267-2276
City, State, Zip: San Pedro, CA 90731	E-mail Address: bwong@isd.lacounty.gov
Services Provided / Date(s) of Service: 01/01/2024 - 01/31/2024 Electrical Upgrades	

CERTIFICATES OF INSURANCE
AND ENDORSEMENTS

The Contractor shall not commence any work under the Contract Documents until he obtains, at his own expense, all required insurance as stipulated by the Owner.

- Worker's Compensation Insurance
- Commercial General Liability Insurance
- Automobile Liability Insurance
- Employer's Liability Insurance

The **INSURANCE POLICY INFORMATION** forms, which follow, must be completed and submitted.

The insurance company or companies utilized by the Contractor shall be authorized to transact business in the State of California, as evidenced by a listing in the official publication of the Department of Insurance of the State of California, and to issue policies in the amounts required in said Agreement these Contract Documents.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

The Certificates of Insurance supplied to the Contractor shall name the Mission Springs Water District its officers, employees, agents and independent contractors as “additional insured” and shall specify that the Mission Springs Water District be given forty-five (45) days prior written notice of any modification, decrease, or termination of the Contractor’s insurance coverage. Such insurance shall be subject to approval by the Mission Springs Water District.

INSURANCE POLICY INFORMATION

TYPE OF INSURANCE: **WORKER'S COMPENSATION INSURANCE**

The policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least forty-five (45) days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

Insurance issuance company:

Mid Century Insurance Company

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
<u>A09514888</u>	<u>10/09/2025</u>	<u>10/09/2026</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The insurance provided by said policies complies in all respects as to coverage and limits of liability with the requirements of the Worker's Compensation Insurance Laws of the State of California.

INSURANCE POLICY INFORMATION

TYPE OF INSURANCE: **COMMERCIAL GENERAL LIABILITY INSURANCE**

The policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least forty-five (45) days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

Insurance issuance company: **Evanston Insurance Company**

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability Bodily Injury</u>	<u>Property Damage</u>
2AA416030	10/09/2025	10/09/2026	1,000,000	1,000,000

The following types of coverage are included in this policy (indicated by "X" in space):

Manufacturers' and Contractors'	Yes <u>X</u>	No <u> </u>
Owners' and Contractors' Protective	Yes <u>X</u>	No <u> </u>
Blanket Contractual	Yes <u>X</u>	No <u> </u>
Completed Operations	Yes <u>X</u>	No <u> </u>
Owned Automobiles	Yes <u>X</u>	No <u> </u>
Hired Automobiles	Yes <u>X</u>	No <u> </u>
Non-Owned Automobiles	Yes <u>X</u>	No <u> </u>
Broad Form Property Damage	Yes <u>X</u>	No <u> </u>
"XCU" Exposure	Yes <u>X</u>	No <u> </u>

INSURANCE POLICY INFORMATION

TYPE OF INSURANCE: **AUTOMOBILE LIABILITY INSURANCE**

The policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least forty-five (45) days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

Insurance issuance company: **Farmers Insurance**

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability</u>
607049571	08/17/2025	08/17/2026	1,000,000

INSURANCE POLICY INFORMATION

TYPE OF INSURANCE: **EMPLOYER'S LIABILITY INSURANCE**

The policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least forty-five (45) days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

Insurance issuance company: Mid Century Insurance Company

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability</u>
A09514888	10/09/2025	10/09/2026	1,000,000

TO BE OBTAINED IF AWARDED

PAYMENT BOND (CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Mission Springs Water District, a County Water District (sometimes referred to hereinafter as "District") as Obligee hereunder, has awarded to _____, (hereinafter designated as the "Contractor"), a contract dated _____, for work described as follows: "Pavement and Concrete Repairs for Water and Sewer Projects" (hereinafter referred to as the "Public Work Contract"); and

WHEREAS said Contractor is required to furnish a bond in connection with said Public Works Contract, and pursuant to Title 3, Part 6, Division 4 of the California Civil Code (commencing with Section 9000);

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the District and to any and all persons, companies or corporations entitled to file stop payment notices or assert claims against a payment bond pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code, particularly Sections 9100 and 9550 through 9566, in the sum of _____ Dollars (\$ _____), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment will 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 said Contractor, his or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay any of the persons described in Section 9100 of the California Civil Code for labor, materials, equipment, or services furnished in connection with the performance of the Public Work Contract, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay the same in an amount not exceeding the sum specified above.

If suit is brought upon this bond, the Surety will pay, in addition to the face amount thereof, all costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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

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

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall remain in full force and effect

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

No final settlement between the District and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

This bond is executed in conformity with Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code, including without limitation Sections 9550-9566, and all acts amendatory thereof, and shall be construed accordingly.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on _____, 20__.

PRINCIPAL:

By _____

SURETY:

(Seal)

By _____

Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

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.

[illegible]

On _____, 20____, before me, the undersigned notary public, personally appeared _____, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

Commission expires _____

(SEAL)

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal to the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing bond.

(CORPORATE SEAL)

**CAPACITY CLAIMED
BY SIGNER:**

☐ Individual(s)
☐ Corporate
☐ Officer(s)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Subscribing Witness
☐ Guardian/Conservator
☐ Other

**SIGNER IS
REPRESENTING:
NAME OF PERSON(S) OR
ENTITY(IES)**

TO BE OBTAINED IF AWARDED

Item 14.

CONTRACT PERFORMANCE BOND (CALIFORNIA PUBLIC WORK)

KNOWN ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Mission Springs Water District, a County Water District (sometimes referred to hereinafter as "District") as Obligor hereunder, has awarded to _____, (hereinafter designated as the "Contractor"), a contract for the work described as follows: "Pavement and Concrete Repairs for Water and Sewer Projects" (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated _____, (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ in the sum of Dollars (\$ _____), said sum being not less than 100 percent of the total amount payable by the said Obligor under the terms of the said Public Works 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 Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his or 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 the one (1) year guarantee of all materials and workmanship; and indemnify and save harmless the Obligor, its officers, agents, and representatives as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. As part of the obligation secured hereby and in addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees, including reasonable attorney fees incurred by the District in successfully enforcing such obligation, all to be taxed as cash and included in any judgement rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Bond to be placed with insurers with a current A.M. Best rating of no less than A: VII.

No final settlement between the District and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Whenever the Principal shall be declared by the Mission Springs Water District to be in default under the Public Work Contract, the Surety shall promptly remedy the default, or shall promptly:

- (a) Complete the Public Work Contract in accordance with its terms and conditions; or
- (b) Obtain a bid or bids for completing the Public Work Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price;

but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth above.

The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the District to Contractor under the Public Work Contract and any amendments thereto, less the amount properly paid by the District to Contractor.

The Surety shall be liable for all costs and expenses incurred by the District as a result of the default, including but not limited to, additional administrative expenses, architectural and engineering services, legal services, and any other costs reasonably required to complete the Public Work.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on _____, 20__.

PRINCIPAL:

By

SURETY:

(Seal)
Attorney-in-Fact

By

The rate of premium on this bond is ____ per thousand.

The total amount of premium charged, \$ _____. (The above must be filled in by corporate surety.)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

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

WITNESS my hand and official seal.

 Signature of Notary

Commission expires _____

(SEAL)

**CAPACITY CLAIMED
 BY SIGNER:**

☐ Individual(s)
☐ Corporate _____
☐ Officer(s) _____
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Subscribing Witness
☐ Guardian/Conservator
☐ Other _____

SIGNER IS

REPRESENTING:

NAME OF PERSON(S) OR
 ENTITY(IES)

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Secretary of the corporation named as Principal to the within bond; that _____
_____ who signed the said bond on behalf of the principal was
then _____ of said corporation; that I know his signature, and his signature thereto is
genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by
authority of its governing bond.

(CORPORATE SEAL)

WARRANTY STATEMENT

The Contractor shall be responsible for warranting all workmanship and materials for a period of twelve (12) months from the date of recordation of the Notice of Completion, unless a longer period is required by the Contract Documents or applicable manufacturer warranties. The Contractor's Performance Bond and Labor and Materials Bond shall be valid and remain in force for a maximum period of twelve (12) months after completion of the work. Should the Contractor's work fail to conform to the conditions of the contract, as revealed by the Warranty Inspection, which will be conducted between eleven and twelve months after the completion of work, a new Performance Bond, Labor and Materials Bond and Warranty shall be issued by the Contractor and his representatives for all remedial work required at the time.

During the warranty period, the Contractor shall promptly correct any Work found to be defective or not in accordance with the Contract Documents, whether observed before or after Substantial Completion. The Contractor shall bear all costs of correcting such defective Work, including additional testing and inspections, compensation for the District's representatives' services and expenses, and any resulting damage to other Work.

If the Contractor fails to commence corrective action within seven (7) calendar days of written notice (or sooner in the event of emergency conditions), the District may perform or cause the corrective work to be performed, and the Contractor and its Surety shall be liable for all reasonable costs incurred.

Any corrected or replaced Work shall be warranted for an additional twelve (12) months from the date of completion of such correction or replacement.

Nothing herein shall limit any other rights or remedies available to the District under the Contract Documents or applicable law.

The Contractor in signing this, acknowledges the provisions of the above statement and hereby certifies complete compliance with the General Conditions as applied to warranties.

GA Technical Services, Inc.

Firm: _____

By: _____

Adriana Cervantes, Secretary

Title: _____

816080

Contractor License No.: _____

05/26/2026

Date: _____

Public Works Contractor Registration Certification

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

Contractor 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 DIR.

GA Technical Services, Inc.

Name of Contractor: _____

1000001050

DIR Registration Number: _____

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor 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.

GA Technical Services, Inc.

Name of Contractor: _____

Signature: _____

Name and Title: Adriana Cervantes, Secretary

Date: 05/26/2026

SCHEDULE OF VALUES (COST PROPOSAL)

Please attach company rate sheets for items not listed below.

1. The Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where MSWD elects to use this method in determining costs.
2. The unit price quoted by the Contractor shall be those unit prices that will be charged or credited for labor be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
3. All work shall be performed in accordance with the specifications described in the Request for Proposals.

Fee Schedule: 2026-2027

Category: Electrical

Legend:

Entry Fields

Base Labor, \$	Standard Time (per hour)	Overtime (per hour)	Double Time (per hour)
Superintendent/Foreman Electrician - Offsite	155.02	233.54	295.75
Journey Electrician - Offsite	141.97	189.48	237.00
Apprentice Electrician - Offsite	120.39	157.12	193.84
Electrician - Field Labor	141.97	189.48	237.00
Journey Electrician - Field Labor	141.97	189.48	237.00
Apprentice Electrician - Field Labor	120.39	157.12	193.84
Foreman	155.02	233.54	295.75
Lineman	141.97	189.48	237.00

Base Equipment, \$	Rate	Per Hour or Day
Service Truck	95.00	760.00
Aerial Truck with Operator	185.00	1,480.00

Direct Materials: NTE 15%	15%
---------------------------	-----

Electrical Project References

<u>Owner</u>	<u>Project Name</u>	<u>Award Amount</u>	<u>Description</u>	<u>Project Contact</u>	<u>Project Address</u>	<u>Original/Actual Completion Date</u>
Cal Poly Pomona	Rose Float Lab Electrical Upgrade	\$ 60,341.20	Remove existing wire and conduit, install new wire and conduit, new panel, new outlets, and emergency lighting	Becky Pepping 909-869-6842 bapepping@cpp.edu	3801 West Temple Ave. Pomona, Ca 91768	1/24/14
San Francisco State University	D000671: Campus Building Electrical Equipment Replacement	\$ 390,029.98	Replace existing 1600A circuit breakers with reburshed breakers at switchboard M in Thornton Hall, replace 1200 RD breaker plug-in trip unit with new plug-in trip unit in Hensil Hall, replace existing outdoor high voltage selector switch with new H.V Switch at Gymnasium and replacement existint 2000A outdoor distribution board with new at the Humanities Building	David McCormick 415-338-1698 dmccormi@sfsu.edu	1600 Holloway Ave. San Francisco, CA	7/3/14
City of Stockton	Dual Feed Conduit Installation	\$ 183,505.10	Installation of new 5 in. PVC and 2 in. PVC conduits, electrical manholes, pull boxes, concrete encased electrical duct banks and furnish spare 72 KB SF6 Switch.	Amin Kazemi 209-937-8716 Amin.Kazemi@stocktonca.gov	2500 Navy Drive Stockton, CA 95206	10/19/15
Modesto Junior College	Switch Gear Replacement Project	\$ 358,628.00	Replacement of the electrical switchboard at the MiWuk Building and replacement of the electrical switchboard and distribution board at the Auto shop.	Judy Lanchester 209-575-6903 Lanchesterj@yosemite.edu	2201 Blue Gum Ave Modesto, CA 95358	1/25/16
Los Angeles Community College	LED Lighting Replacements- Women's Gym	\$ 142,000.00	Retrofit of existing fluorescent fixtures to LED	Safi Ishrati 213-891-2000 ishratss@lamission.edu	770 Wilshire Blvd. Los Angeles, Ca 90017	4/15/16
San Jose State University	Campus Village Phase 2 Feeder Installation Project	\$ 58,000.00	Installing a 12KV Feeder from Electrical Manhole 31 to the Campus Village Phase 2 switch	James Sowerbrower 408-924-1925 jamesowerbrower@sjsu.edu	One Washington Square San Jose, CA 95192	4/28/16
Burbank-Glendale-Pasadena	Project # E13-09 Terminal High voltage	\$ 489,000.00	Replacment of transformers, switchboard, electrical panels and 2400 volt main feeders and assocaited connections at Bob Hope Airport	Dave Padilla 818-561-9305	2800 N Clybourn Burbank, CA 91505	4/29/16
Beverly Hills USD	Structured Cabling	\$ 325,409.63	Structured Cabling	Barbara Beach	255 S Lasky Drive Beverly Hills, CA 90212	12/21/16
Regional Sanitation District of Sacramento	Solids Storage Basins Battery I Digester Sludge Electrical Improvements Project	\$ 228,303.08	Installation of Approximately 1,800 Ft. of underground conduits and wiring.	Gerardo Aguirre aguierreg@sacsewer.com 916-875-9075	8521 Laguna Station Rd. Elk Grove, Ca 95758	3/15/17
San Jose State University	Utilities Infrastructure Phas IV 12Kv Cable Pull	\$ 179,956.00	Providing and installing approximately 1,000' LF of (2) 4/0 3-phase medium voltage cable in existing 5" conduits and 3 existing vaults, work requires confined space and working on manholes with other energized feeders in proximity	Kristina Lee Kristina.lee@sjsu.edu 408-924-1913	One Washington Square San Jose, CA 95192	6/9/17
City of Huntington Beach	Replace Transformers and Underground Cable at Central Park, MSC 498	\$ 504,366.85	Replace (12) existing medium voltage minature substations and all medium voltage cable from the main distribution switch to all substations in City of Huntington Beach Central park	Kevin Dupras kevin.dupras@surfcity-hb.org 714-375-5035	17371 Gothard St. Huntington Beach, Ca 92647	9/30/17
Department of Motor Vehicle	Cabling and Electrical Services for the DMV Field Offices	\$ 1,009,180.19	Telcommunications Network Cabling, Related Electrical Services, and related hardware installation services	Kelly Piceno Kelly.piceno@dmv.ca.gov 916.657.8909	Statewide - California	12/31/17
Department of General Services	Statewide Facility Electrical Upgrade Program (EVSE)	\$ 26,110.81	Provide and Install of (2) 2-1/2" conduits and encase and inside. Provide and Install all receptacles and electrical apparatus and (1) vault	Conrad Lewis 916-376-1630 Conrad.Lewis@dgs.ca.gov	7425 Mission Blvd. Riverside, CA 92501	2/1/18
Orange County Fire Authority	Emergency Power Extension Project Services	\$ 372,324.00	Installation of electrical components needed to extend electrical power from a 1000 kWh emergency power generator to all electrical circuits throughout the Orange County Fire Authority Regional Fire Operations and Training Center (RFOTC)	Rothchild Ong rothchildong@ocfa.org 714-573-6642 Sara Kennedy sarakennedy@ocfa.org 714-573-6641 Mobile: 949-236-1662	1 Fire Authoirty Rd. Irvine, Ca 92602	3/9/18
Torrance Unified School District	West High School Installtion of Stadium Scoreboard and Electrical Upgrade	\$ 43,000.00	Installation of Stadium Scoreboard and Electrical Upgrade	Cesar Vergara vergara.cesar@tusd.org (310) 972-6241	2335, Plaza Del Amo, Torrance, CA 90501	9/20/18
Torrance USD	North High School Electrical Feeder Project	\$ 117,995.00	Provide and Install Labor and Materials to Remove and Replace (6) Sets of Electrical Feeder Cables	Cesar Vergara Vergara.Cesar@tusd.org 310-972-6241	3620 West 182nd St Torrance, CA 90504	10/29/18
T2 Systems Canada, Inc	T2: Grossmont College	\$ 6,569.18	Install Parking Meters	Bernice Kossen (778) 375-6020	8800 Grossmont College Dr. El Cajon, CA 92020	1/10/19

Electrical Project References

<u>Owner</u>	<u>Project Name</u>	<u>Award Amount</u>	<u>Description</u>	<u>Project Contact</u>	<u>Project Address</u>	<u>Original/Actual Completion Date</u>
City of Palmdale	IS Server Room Electrical Upgrade	\$ 139,300.00	IS Server Room Electrical Uphrade and a Backup Cooling Replacement	Ulises Gonzalez ugonzalez@cityofpalmdale.org 661-267-5241	38300 Sierra Highway Suite C Palmdale, CA 93550	9/3/19
City of Chino	City Hall Portable Generator Connection Project	\$ 28,293.65	City Hall Portable Generator Connection Project and if required to relocate exisiting generator	Carolyn Baltzer cbaltzer@cityofchino.org 909-334-3401	13220 Central Ave Chino, CA 91710	9/16/19
Glendale USD	Electrical Site Work for CTE Equipment	\$ 28,500.00	Electrical Site Work for CTE Equipment	Tony Barrios tbarrios@gusd.net 818-507-0201	1440 East Broadway Glendale, CA 91205	9/21/19
Twin Rivers USD	Harmon Johnson ES - Switchgear Replacement Project	\$ 155,100.00	Citywide Electrical Services and Lighting Inspections	Elizabeth Villagomez elizabeth.villagomez@twinriversusd.org 916-566-1600	8300 Santa Monica Blvd West Hollywood, CA 90069	10/8/19
One Source	One Source Antioch	\$ 28,142.71	Install CAT5e cabling, electrical circuits	Jasone Templeton (714) 905-6637	2180 Wilbur Ave. Antioch, CA 94509	11/13/19
Mt. SAC	Substation 26 Replacement	\$ 107,500.00	Labor and Materisl to Replace Substation 26	Rondell Schroeder rschroeder@mtsac.edu 909-274-5511	1100 N. Grand Ave Walnut, CA 91789	11/22/19
South Pasadena USD	Rm 2223 Electrical	\$ 14,560.00	Upgrade Electrical in Room 223	Tim Mawhinney tmawhinney@spsusd.net 626-441-5810	1401 Fremont Ave South Pasadena, CA 91030	1/4/20
Mt. SAC	Bldg 10 Transformer Installation & 9F & 9G Rewire	\$ 123,113.28	Installation of a transformer near Bldg 10 as well as the rewire of modulars. Also the construction of a new wall enclosure	Maggie Cheng 909-274-5837 mcheng14@mtsac.edu	1100 N. Grand Ave Walnut, CA 91789	5/4/20
City of Glendale	Installation of Parking Meters	\$ 110,685.73	Installation of Parking Meters at the Glendale Community College	Tad Dombroski 818-937-8325 tdombroski@glendaleca.gov	633 E. Broadway, Rm 205 Glendale, CA 91206	5/5/20
Hemet USD	Electrical Upgrades at Alessandro	\$ 132,420.00	Electrical Upgrades	Mike Sattley (951) 765-5100 Ext. 5400 msattley@hemetUSD.org	1791 W. Acacia Avenue Hemet, CA 92545	10/17/20
Department of Forestry & Fire Protection	Ventura Electrical Project	\$ 62,298.69	Electrical Services	Sarah Best (916) 324-1635 Sarah.Best@fire.ca.gov	P.O. Box 944246 Sacramento, CA 94244	12/7/20
Department of Motor Vehicles	Agreement #18-291	\$ 106,368.00	As-Needed Cabling and Electrical Services for Various Divisions throughout the DMV Headquarters' Complex	Kelly Piceno (916) 657-8909 Kelly.Piceno@dmv.ca.gov	2415 First Avenue. Sacramento, Ca 95818	12/14/20
CHP	Blythe - Installation of Electrical Services	\$ 15,581.58	Installation of Electrical Services that will provide power to the Conex Box	Madonna Young (916) 332-3166 madonna.young@chp.ca.gov	601 North 7th St Sacramento, CA 95811	3/31/21
CHP	Indio Electrical Services	\$ 9,934.28	Electrical installation services	Madonna Young (916) 332-3166 madonna.young@chp.ca.gov	601 North 7th St Sacramento, CA 95811	4/29/21
CHP	Contra Costa Electrical Services	\$ 16,637.32	Electrical installation services	Madonna Young (916) 332-3166 madonna.young@chp.ca.gov	601 North 7th St Sacramento, CA 95811	6/11/21
Torrance USD	South HS	\$ 53,593.77	Replace electrical feeders	Richard Vazquez 310-972-6211 vazquez.richard@tusd.org	2335 Plaza Del Amo Torrance, CA 90501	7/16/21
Department of Defense	Repair Bldg. 38 Electrical	\$ 24,850.79	Repair Bldg. 38 Electrical	Joshua M. Root, SSgt, USAF 989-255-1388 joshua.root@us.af.mil	921 St Contingency Response Squadron, Travis AFB, Ca	10/5/21
Los Angeles County Sheriff Department	Medium Voltage 146 V Electrical	\$ 138,390.03	Medium Voltage Electrical Installation	Jose Avila 562-619-4677 JHAvila@lasd.org	County of Los Angeles 1100 N. Eastern Ave., Los Angeles, CA 90063	2/10/22
Southwestern Community College	Electrical Upgrades & 710 Electrical Gear Relocation	\$ 678,980.58	Electrical Upgrades	Jasmin Castro Villegas (619)482-6458 jcastrovillegas@swccd.edu Rosalinda Hernandez 619-482-6557 rhernandez@swccd.edu	Southwestern Community College 900 Otay Lakes Road Chula Vista, CA 91910	9/16/22

Electrical Project References

<u>Owner</u>	<u>Project Name</u>	<u>Award Amount</u>	<u>Description</u>	<u>Project Contact</u>	<u>Project Address</u>	<u>Original/Actual Completion Date</u>
Department of Motor Vehicles	Agreement # 22-158	\$ 65,000.00	Maintenance/Installation Contract-Voice, Data and all electrical needed for the telecommunications infrastructure.	David Haro 916-657-8398 david.haro@dmv.ca.gov	DMV Office 24427 Newhall Ave, Newhall, CA 91321	10/25/22
Dept of California Highway Patrol	Electrical Upgrades	\$3,862.02	Electrical Upgrades/ Installation	Chris Barnett 916-843-4287 christopher.barnett@chp.ca.gov	CHP Riverside. 16701 Davis Ave, #104A, Riverside, Ca, 92518	3/21/23
Pomona Police Department	General Auto Switch Install	\$9,397.50	Installation of Electrical Systems	Raymond Dean 909-343-9932 rdean@geomc.com	Pomona PD 910 W.4th Street, Pomona, Ca, 91766	9/5/23
San Bernardino Community College District	SBVC - Campus Wide Utility Upgrades	\$190,723.96	Electrical Upgrades	Greg Ochoa, 909-855-4226, greg.ochoa@safeworkm.com Shail Shah 909-677-5241 sshah@sbccd.edu	San Bernardino CCD 701 S. Mount Vernon Ave., San Bernardino, Ca, 92410	12/31/23
County of Los Angeles	Electrical Upgrades	\$12,837.00	Electrical Repairs	Brandon Wong 323-267-2276 bwong@isd.lacounty.gov	1799 S. Paseo Del Mar, San Pedro, Ca, 90731	1/31/24
Department of Parks and Recreation	Wassama Round House SHP Utility Pole	\$48,000.00	Installation of Utility Pole	Jeremy Powell 530-333-3792 jeremy.powell@parks.ca.gov	Wassama Round House SHP 42877 Round House Road, Ahwahnee, Ca, 93601	6/7/24
Jurupa Community Services District	Harada Heritage Park Dog Park Lighting	\$ 66,564.28	Electrical Lighting	Tyler Hughes 951-727-3524 thughes@jcsd.us	Harada Heritage Park 13099 65th St Eastvale, CA 92880	10/28/24
City of Riverside	Electrical and Data Improvements for Remote Lockers at Various City Locations	\$35,825.58	Electrical and Data Improvements	Rafael Iñiguez Zazueta, Business System Support Analyst 951-312-8957 riniguez@riversideca.gov	Riverside Public Library Admin Office 3900 Mission Inn Ave, Riverside, CA 92501	12/18/24
Department of State Hospitals	Interior Construction, Electrical & Low-Voltage Services	\$ 56,550.00	Interior Construction, Electrical & Low-Voltage Services	Pang Her, Construction Analyst 916-508-8283 pang.her@dsh.ca.gov	1215 O Street, Sacramento, CA 95814	3/20/25
Department of Transportation	Replace Existing Hub UPS at Hub 1 and 2	\$ 120,450.00	Replace Hubs	Tannaz Ashofteh, RE 949-993-5353 tannaz.ashofteh@dot.ca.gov	W La Veta Ave Santa Ana, CA 92706	12/13/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (10/ Item 14.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CUNNINGHAM TOM(9709333) 5663 RIVERSIDE DR. CHINO CA 91710		CONTACT NAME: Tom Cunningham PHONE (A/C, No. Ext): 909-287-3987 E-MAIL ADDRESS: tcunningham@farmersagent.com FAX (A/C, No): 909-287-3560	
INSURED GA TECHNICAL SERVICES, INC. 1157 E ARROW HWY, STE 2 GLEN DORA CA 91740		INSURER(S) AFFORDING COVERAGE INSURER A: Truck Insurance Exchange INSURER B: Farmers Insurance Exchange INSURER C: Mid Century Insurance Company INSURER D: Evanston Insurance Company INSURER E: Westchester Surplus Lines Insurance Company INSURER F: Certain Underwriters at Lloyd's, London	
		NAIC # 21709 21652 21687 35378 10172 15792	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	2AA416030	10/09/2025	10/09/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ COMP 1000 ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ COLL 1000	Y	Y	607049571	8/17/2025	8/17/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical \$ 5,000
D	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			EZXS3174953	10/09/2025	10/09/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	A09514888	10/09/2025	10/09/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	E&O CONTRACTOR'S PROFESSIONAL	Y	Y	PF02144A24	07/28/2025	07/28/2026	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE TOM CUNNINGHAM



COMMERCIAL GENERAL LIABILITY
POLICY NUMBER:
2AA416030

ISSUINGCOMPANYP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$	(Check box if fully earned ☐)
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Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

- A.** Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

- B.** With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



COMMERCIAL GENERAL LIABILITY
POLICY NUMBER:
2AA416030

Item 14.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:

Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery

Additional Premium: \$

The following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us under Section IV – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 99 06 31
(Ed. 6-20)****BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 3.0 % of the California workers compensation premium otherwise due on such remuneration, subject to a minimum charge of \$250.

All written contracts in the state(s) of:

CA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/09/25

Policy No. A0951-48-88

Endorsement No.

Insured GATECHNICAL SERVICES, INC.

1157 E ARROW HWY STE 2

Insurance Company MID-CENTURY INSURANCE COMPANY

GLENDORA CA 917406141

Countersigned By _____

WC 99 06 31
(Ed. 6-20)

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COMPANY INFORMATION

GA Technical Services, Inc. is a California licensed C-10 Electrical Contractor specializing in public works electrical, low-voltage, CCTV, structured cabling, fiber optic, and maintenance service projects throughout California. The company has extensive experience performing electrical and technology infrastructure work for municipalities, school districts, water districts, and state agencies under prevailing wage and public works contracting requirements.

Legal Company Name: GA Technical Services, Inc.
Corporate Office Address: 1157 E Arrow Hwy, Ste 2, Glendora, CA 91741
Telephone Number: (909) 981-8600
Website: www.gatechservices.com
Primary Contact: Adriana Cervantes
Email Address: Adriana.cervantes@gatechservices.com

GA Technical Services, Inc. has built a strong reputation for responsive service, technical expertise, and successful project delivery on public sector contracts involving electrical systems, emergency service work, and low-voltage infrastructure installations. The company maintains experienced field personnel, project management staff, and administrative support capable of managing on-call maintenance contracts and emergency response services efficiently and professionally.

SKILLS AND LICENSES

GA Technical Services, Inc. proposes a highly qualified team of electrical professionals with extensive experience performing public works electrical maintenance, troubleshooting, emergency repairs, and infrastructure improvements for municipalities, school districts, water districts, and state agencies throughout California. Frank Cervantes, President and Qualifying Individual, will provide executive oversight and technical leadership for the contract and has extensive experience managing electrical service projects involving motor control centers (MCCs), conduit systems, electrical distribution equipment, lighting systems, variable frequency drives (VFDs), low-voltage systems, and emergency electrical repairs. Jose Gomez will serve as Project Manager and will oversee scheduling, coordination with District personnel, field supervision, procurement, safety compliance, and project documentation.

GA Technical Services maintains experienced electricians, foremen, and low-voltage technicians skilled in electrical troubleshooting, relay logic systems, panel installations, conduit routing, underground utility coordination, wire terminations, lighting controls, equipment replacement, PLC-related support work, and emergency electrical service response. Our field personnel have experience working in occupied and operational facilities requiring strict adherence to safety standards, scheduling coordination, and minimal operational disruptions. The company routinely performs work involving motor controls, branch circuits, electrical feeders, service upgrades, backup power support systems, CCTV infrastructure, fiber optic cabling, and structured cabling installations.

GA Technical Services, Inc. maintains an active California C-10 Electrical Contractor License and is registered with the California Department of Industrial Relations (DIR) for public works projects. The company is experienced with prevailing wage compliance, certified payroll reporting, Cal-OSHA safety requirements, lockout/tagout procedures, lift safety practices, and utility coordination requirements. Additionally, the company maintains manufacturer and structured cabling certifications and has extensive experience performing electrical and low-voltage work in accordance with applicable NEC standards, public works specifications, and industry best practices.

EXPERIENCES AND REFERENCES

GA Technical Services, Inc. has extensive experience performing public works electrical, low-voltage, CCTV, structured cabling, and on-call maintenance services for municipalities, state agencies, school districts, and county facilities throughout California. Representative projects include the City of West Hollywood Agreement #8992 for Citywide Electrical Services and Lighting Inspections valued at approximately \$882,173.80, which included ongoing electrical maintenance, lighting inspections, and electrical service support for City facilities. Additional relevant projects include the City of Riverside Electrical and Data Improvements project for remote locker locations valued at \$35,825.58, which included electrical upgrades, data improvements, conduit, wiring, and low-voltage infrastructure installations.

GA Technical Services also maintains extensive experience providing on-going maintenance and installation contracts for the California Department of Motor Vehicles (DMV), including Agreement #21-035 valued at approximately \$572,327.55 for statewide telecommunications, voice/data, and electrical infrastructure services. Additional DMV contracts included maintenance, installation, structured cabling, electrical support, and low-voltage infrastructure improvements throughout Northern California, Central California, and Southern California regional offices.

Additional public agency experience includes the San Bernardino Community College District SBVC Campus Wide Utility Upgrades project valued at approximately \$190,723.96, which involved electrical upgrades and campus infrastructure improvements. GA Technical Services also completed electrical repair and upgrade services for the County of Los Angeles, including electrical infrastructure improvements and maintenance support services for County facilities.

Representative References

City of West Hollywood

Project: Agreement #8992 – Citywide Electrical Services and Lighting Inspections

Contact: Davie Gonzalez

Office: (323) 848-6857

Mobile: (323) 333-0688

Email: dgonzalez@weho.org

Address: 8300 Santa Monica Blvd, West Hollywood, CA 90069

Contract Amount: \$882,173.80

Completion Date: 12/31/24

City of Riverside

Project: Electrical and Data Improvements for Remote Lockers at Various City Locations

Contact: Rafael Iñiguez Zazueta, Business System Support Analyst

Phone: (951) 312-8957

Email: riniguez@riversideca.gov

Address: 3900 Mission Inn Ave, Riverside, CA 92501

Contract Amount: \$35,825.58

Completion Date: 12/18/24

California Department of Motor Vehicles (DMV)

Project: Agreement #21-035

Contact: David Haro

Office: (916) 657-8398

Mobile: (916) 346-3017

Email: david.haro@dmv.ca.gov

Address: 2415 First Avenue, Sacramento, CA 95818

Contract Amount: \$572,327.55

Completion Date: 4/30/24

San Bernardino Community College District

Project: SBVC – Campus Wide Utility Upgrades

Contacts: Greg Ochoa / Shail Shah

Phone: (909) 855-4226 / (909) 677-5241

Emails: greg.ochoa@safeworkcm.com / sshah@sbccd.edu

Address: 701 S. Mount Vernon Ave., San Bernardino, CA 92410

Contract Amount: \$190,723.96

Completion Date: 12/31/23

County of Los Angeles

Project: Electrical Upgrades

Contact: Brandon Wong

Phone: (323) 267-2276

Email: bwong@isd.lacounty.gov

Address: 1799 S. Paseo Del Mar, San Pedro, CA 90731

Contract Amount: \$12,837.00

Completion Date: 1/31/24

SCHEDULE OF VALUES (COST PROPOSAL)

Please attach company rate sheets for items not listed below.

1. The Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where MSWD elects to use this method in determining costs.
2. The unit price quoted by the Contractor shall be those unit prices that will be charged or credited for labor be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
3. All work shall be performed in accordance with the specifications described in the Request for Proposals.

Fee Schedule: 2026-2027

Category: Electrical

Legend:

Entry Fields

Base Labor, \$	Standard Time (per hour)	Overtime (per hour)	Double Time (per hour)
Superintendent/Foreman Electrician - Offsite	155.02	233.54	295.75
Journey Electrician - Offsite	141.97	189.48	237.00
Apprentice Electrician - Offsite	120.39	157.12	193.84
Electrician - Field Labor	141.97	189.48	237.00
Journey Electrician - Field Labor	141.97	189.48	237.00
Apprentice Electrician - Field Labor	120.39	157.12	193.84
Foreman	155.02	233.54	295.75
Lineman	141.97	189.48	237.00

Base Equipment, \$	Rate	Per Hour or Day
Service Truck	95.00	760.00
Aerial Truck with Operator	185.00	1,480.00

Direct Materials: NTE 15%	15%
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Scope of Work

The Contractor shall furnish all labor, materials, equipment, tools, and supervision necessary to perform electrical maintenance and repair services as requested by MSWD. All work shall be performed in a thorough, safe, and professional manner, consistent with industry standards and applicable regulations.

The Scope of Work includes, but is not limited to the following:

- Place, installs, erects, or connects any electrical wires, fixtures, appliances, apparatus, conduits, solar photovoltaic cells, or any part thereof, which generate, transmit, transform, or utilize electrical energy in any form or for any purpose.
- Repair electrical panels lighting circuits, motor control centers (MCC), VFD panels, and all other equipment utilized at water and sewer facilities.
- Troubleshoot of all MCC, relay logic, timer circuits.

Level of Maintenance

All work shall be performed in a manner commensurate with community professional standards and with an ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. Standards and frequencies may be modified from time to time as deemed necessary by MSWD for the proper maintenance and repairs of District facilities.

If, in the judgment of MSWD, the level of maintenance is less than that specified herein, MSWD shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Contractor and MSWD. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at MSWD's sole discretion, result in deduction of payment for that day, week, or month. Payment will be retained for work not performed until such time as the work is performed to MSWD standards.

The Contractor is required to correct deficiencies within the time specified by MSWD. If noted deficient work has not been completed, payment for subject deficiency shall be withheld and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

All work and general conditions shall be performed in accordance with the current Standard Specifications for Cal-OSHA, Public Works Construction (Green Book), the State Water Resources Control Board Health Guidelines, and the American Water Works Association (AWWA) Standards.

Workmanship and Supervision

Unless otherwise stated, Contractor shall be responsible to provide all labor and materials to allow for successful Project completion.

MSWD may choose to reimburse the Contractor for materials that need to be procured. These instances shall be analyzed on a case -by -case basis and reimbursement for materials will need to be agreed upon in the Contractor's letter proposal prior to the commencement of work.

Receipts shall be required for reimbursements for materials purchased for projects. MSWD reserves the right to specify what type of material and/or equipment will be purchased per project. All equipment and material purchases shall be preapproved by MSWD. The Contractor shall charge the actual cost of materials to MSWD plus a maximum of 15% for overhead costs associated with procurement of materials.

MSWD reserves the right to purchase materials directly and make them available to the Contractor. In the event MSWD exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all MSWD practices and procedures.
- All MSWD purchases will be for the sole expressed use of and for MSWD.
- The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives.
- All materials and inventories shall be made available to MSWD upon request. The Contractor will reduce the unit cost for each maintenance task by MSWD's actual cost for the materials provided and used.

Contractor represents and warrants to MSWD that he/she has and will keep in effect at all times during the term of a contract with MSWD, all licenses, permits, professional qualifications, and approvals of whatever nature that are legally required to practice his/her trade.

Maintain all work sites free of hazards to people and/or property resulting from the Contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's operations, shall be immediately reported to MSWD.

The Contractor shall be responsible for removing and cleaning any and all debris that occur as a result of its operations as a result of services requested in this scope of work.

All work performed under this contract shall be performed in such a manner as to provide maximum safety for the public and, where applicable, comply with all safety standards required by CAL-OSHA. MSWD reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

The supervisor or person in charge and on site of any MSWD project shall have a smart phone capable of email. At all times, the Contractor will ensure at least one English speaking person is onsite of any MSWD assigned project.

Working Hours

Normal working hours shall be between the hours of 7:00 AM and 3:30 PM, Monday through Friday, unless otherwise stated by MSWD for emergency or standby services. The Contractor is subject to being contacted 24 hours a day, 7 days a week, 365 days a year to perform emergency repairs. These representatives for the Contractor shall respond to said emergency within two (2) hours from receiving notification. The Contractor shall notify MSWD immediately of any changes to the Contractor's representation.

Contractor's Office

The Contractor shall designate a project supervisor or person in charge at all times and provide MSWD with written notice of such designation. The designated individual shall be available throughout the duration of the work.

The Contractor shall also provide the names and telephone numbers of at least two (2) qualified personnel available during emergency conditions and capable of mobilizing to the job site within two (2) hours of notification.

Unless otherwise stated by MSWD, there will be no on-site storage of equipment or materials on MSWD property or at District sites. Contractors will have full responsibility for maintaining an office and a storage facility. All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, orderly manner and shall be in good working order. MSWD may reject any vehicle or piece of equipment and order it removed if deemed unsafe.

Equipment

All vehicles and equipment used in the performance of the work shall be maintained in a clean, orderly, and safe operating condition. The Contractor shall implement appropriate spill prevention measures, when applicable, including the placement of drip mats or containment under leaking equipment, and shall inspect all equipment for leaks at the end of each workday. MSWD reserves the right, at its sole discretion, to reject and require removal of any vehicles or equipment that do not meet these requirements.

Street Closures, Detours, Barricades

The Contractor shall be responsible for all traffic control and barricades necessary to perform the scope of work. Warning signs, lights, and devices shall be installed and displayed in compliance with the current edition of the "California Manual on Uniform Traffic Control Devices" (CA MUTCD) and "Work Area Traffic Control Handbook" (WATCHBOOK) for use in performance of work upon highways issued by the State of California, Department of Transportation.

Permits

The Contractor shall be responsible for obtaining permits where required by federal, state, or local agencies as it pertains to the work being conducted.

Underground Excavations

The Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor should contact MSWD and Underground Service Alert (www.digalert.org) or call (811) at least forty-eight (48) hours before commencing any excavation, to locate underground service lines.

Responsibility for Damages or Injury

MSWD and all officers, employees, and representative thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the project, or for injury or death of any person as a result of Contractor's performance

of the services required hereunder, or for damage to property from any cause arising from the performance of the project by the Contractor, or its sub-contractors, or its workers, or anyone employed by either of them.

Contractor shall be responsible for any liability imposed by law for injuries to or death of any person or damage to property resulting from defects, obstructions, or from any cause arising from Contractor's work on the project, or the work of any sub-contractor or supplier selected by the Contractor.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

EXHIBIT “C”
GENERAL CONDITIONS
(insert behind this page)

SECTION 2.1
of
GENERAL CONDITIONS

DEFINITIONS, TERMS, ABBREVIATIONS

2.1.01 Definitions - Wherever used in the Contract Documents, the following shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

Acceptance, Final Acceptance - The formal action by the Owner accepting the Work as being complete.

Accepted Bid - The bid (proposal) accepted by the Owner.

Addenda - Written or graphic instruments issued prior to the opening of sealed bids, which modify or interpret the Contract Documents and Drawings by additions, deletions, clarifications or corrections.

Agreement - The written agreement (contract) executed between the Owner and the Contractor covering the performance of the Work.

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

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

Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

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

Contract Documents - The Contract Documents, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Insurance Certificates, Notice of Award, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Detailed Technical Provisions, Drawings, and Addenda.

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

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

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

Detailed Technical Provisions - A part of the Contract Documents consisting of written descriptions of the technical nature of materials, equipment, construction system, standards and workmanship.

Drawings - The part of the Contract Documents, which show the characteristics, and scope of the Work to be performed and which have been prepared or approved by the Engineer.

Engineer - The person, firm or corporation named as such in the Contract Documents.

Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Laboratory - The laboratory authorized by the Owner or the Owner's representative to test materials and work involved in the Project.

Manufacturer - A person, firm or corporation that fabricates, processes, or creates from raw materials or component parts, materials or equipment to be incorporated into the Project.

Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Owner's Representative - The person, consultant, or engineering firm authorized by the Owner to represent him during the performance of the Work by the Contractor and until final acceptance. The Owner's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's Representative means the Owner's representative or his assistants.

Project - The undertaking to be performed as provided in the Contract Documents.

Resident Project Representative - The authorized representative of the Owner who is assigned to the Project site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

Special Conditions - Modifications to Detailed Technical Provisions.

Specifications - The General Conditions, Supplemental General Conditions, Special Conditions, and Detailed Technical Provisions of these Contract Documents.

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

Supplemental General Conditions - Modifications to General Conditions that are specifically applicable to this Project.

Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Utility - Public or private fixed works for the transportation of fluids, gases, power, signals or communications.

Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

2.1.02 Terms - Wherever used in the Contract Documents, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Owner's Representative is intended. Similarly, the terms "approved", "acceptable", "satisfactory", "or equal", or terms of like import shall mean approved by or acceptable to or satisfactory to the Owner's Representative, unless otherwise expressly stated.

The word "provide" shall be understood to mean furnish and install.

2.1.03 Abbreviations - Whenever used in the Contract Documents, the following abbreviations shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAU, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CPR	Certified Payroll Records
DIR	California Department of Industrial Relations
IEEE	Institute of Electrical and Electronics Engineers
LCP	Labor Compliance Program
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or USAS	United States of America Standards Institute (now ANSI)

SECTION 2.2
of
GENERAL CONDITIONS

ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS

2.2.01 SECTION NOT USED.

2.2.02 SECTION NOT USED.

SECTION 2.3
of
GENERAL CONDITIONS

SCHEDULES, REPORTS AND RECORDS

2.3.01 A preconstruction conference will be held prior to commencement of the Work. Attendees shall be the Contractor, his Subcontractors, if applicable, the Owner, the Engineer, representatives of Federal, State or local regulatory or enforcement agencies, and any other parties deemed appropriate by the Owner.

2.3.02 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

2.3.03 Prior to the start of construction, the Contractor shall submit a construction progress schedule to the Engineer for approval. Said schedule shall include, but is not limited to, the following information: Contractor's name, address and telephone number; project/contract number; date prepared; Engineer's name; Owner's name; date of Notice to Proceed; contract completion date; and, list of all important activities, including construction and material delivery, with starting and ending dates for each activity.

The schedule shall be prepared so that the Contractor can update it when significant changes in an activity time and/or completion time occur, as the Engineer may direct. After the Engineer approves the schedule, one (1) electronic copy shall be furnished to the Engineer for distribution. All costs for schedule preparation and printing are included in the Contractor's Bid.

The Engineer reserves the right to alter said schedule to prevent excessive public nuisance or to exclude areas where rights-of-way acquisition might still be in progress or provide timely facilities for testing and connection to other installations dependent upon this project.

2.3.04 Prior to starting construction, the Contractor shall submit to the Engineer for his approval a detailed breakdown of his cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Engineer to determine partial payments.

2.3.05 Prior to the start of construction, the Contractor shall submit the dates at which special drawings will be required and the respective dates when applicable for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

SECTION 2.4
of
GENERAL CONDITIONS

DRAWINGS AND SPECIFICATIONS

2.4.01 SECTION NOT USED.

2.4.02 SECTION NOT USED.

2.4.03 SECTION NOT USED.

2.4.04 SECTION NOT USED.

SECTION 2.5
of
GENERAL CONDITIONS

SHOP DRAWINGS/MATERIAL SUBMITTALS

2.5.01 SECTION NOT USED.

2.5.02 SECTION NOT USED.

2.5.03 SECTION NOT USED.

2.5.04 SECTION NOT USED.

SECTION 2.6
of
GENERAL CONDITIONS

MATERIALS, SERVICES AND FACILITIES

2.6.01 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

2.6.02 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. The Contractor shall be entirely responsible for damage or loss to material and equipment until the Work has been completed by the Contractor and accepted by the Owner.

2.6.03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.6.04 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

2.6.05 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.6.06 Whenever under this Agreement it is provided that the Contractor shall furnish materials or manufactured articles, or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the Work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the Work as a whole or in part.

2.6.07 All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified.

SECTION 2.7

of
GENERAL CONDITIONS

INSPECTION AND TESTING

2.7.01 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

2.7.02 The Owner shall provide all inspection and testing services not required by the Contract Documents. Performance of these tests and all costs will be borne by the Owner; except, the cost of any test which shows unsatisfactory results shall be borne by the Contractor.

2.7.03 The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

2.7.04 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall pay for all inspection fees imposed by public agencies other than the Owner.

2.7.05 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

2.7.06 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

2.7.07 If any Work is covered contrary to the written instructions of the Engineer or work done for which the Contractor has not requested and received inspection, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

2.7.08 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure,

observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

2.7.09 Upon request of the Engineer, the Contractor shall furnish certification of compliance that fabricated or manufactured products conform to the standards of the industry as specified in these Contract Documents and that said fabricated or manufactured products were fabricated or manufactured under the quality control standards of the stated specifications of these Contract Documents.

SECTION 2.8
of
GENERAL CONDITIONS

SUBSTITUTIONS

2.8.01 Whenever a material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

2.8.02 The Contractor's use of approved substitutions or equals shall not relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from providing or using approved substitutions or equals where they affect the adjoining or related work, including the expense of required engineering, redesigning, drafting and permits, where necessary, whether the Owner's approval is given before or after receipt of Bids.

The Contractor shall bear the cost of all engineering work associated with the review of submittals for substitutions and equals. The Contractor shall approve the engineering costs prior to the performance of the engineering work using the form entitled "Authorization of Engineering Costs for the Evaluation of Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the submittal review until authorization is given. If the Contractor does not provide this authorization, the submittal will be rejected.

Engineering costs associated with redesign of adjoining or related work due to Substitutions or Equals shall be approved in writing by the Contractor prior to the performance of the work. The Contractor shall approve the cost of the engineering work using the form entitled, "Authorization of Engineering Costs for Redesign due to Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the redesign until the authorization is given. If the Contractor does not provide this authorization, the submittal, which created the need for redesign, shall be rejected.

SECTION 2.9
of
GENERAL CONDITIONS

INTELLECTUAL PROPERTY, PATENTS, ROYALTIES AND INDEMNIFICATION

2.9.01 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, including attorney's fees, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

2.9.02 Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the District and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the District, or any of its officers, agents, members, employee authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.

This indemnity provision is in addition to all other defense, hold harmless and indemnity clauses in the Contract Documents and shall survive Final Completion and termination of the Contract. If the District is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the District, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the District, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual

property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.

SECTION 2.10
of
GENERAL CONDITIONS

SURVEYS, PERMITS, REGULATIONS

2.10.01 SECTION NOT USED.

2.10.02 SECTION NOT USED.

2.10.03 SECTION NOT USED.

SECTION 2.11
of
GENERAL CONDITIONS

PROTECTION OF WORK, PROPERTY
AND PERSONS

2.11.01 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.11.02 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction, including the applicable provisions of the California Occupational Safety and Health Act of 1973, Part 1, Division 5, of the Labor Code §6300 et. seq. and the Construction Safety Orders of the Division of Industrial Safety. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

2.11.03 The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.11.04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

2.11.05 Until the formal acceptance by the Owner of the performance of the Contractor hereunder, either by furnishing equipment and/or materials or by performance of Work, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of that which he is to provide or complete hereunder occasioned by any of the above causes before completion and acceptance and shall bear the expense thereof. In case

of suspension of Work from any cause whatsoever, the Contractor shall be responsible for all equipment and/or materials then upon Owner property and shall properly store them, if necessary, and shall erect temporary structures where necessary in so doing. Nothing in these Contract Documents shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon Owner's real property, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

2.11.06 Prior to the beginning of any work, the Contractor shall obtain, at its sole expense, all permits required by the California Division of Occupational Safety and Health (Cal/OSHA) for permit-required activities associated with the Project and shall provide copies of such permits to the Owner upon request.

2.11.07 In accordance with Government Code Section 4216 and following, Contractor shall notify Underground Service Alert at least two days prior to excavation with a description of the area to be excavated to determine if any participant has a subsurface installation in the area.

2.11.08 The Contractor shall not commence any excavation over five (5) feet in depth until he has submitted to the Owner 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 any such excavation and such plan has been accepted by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated. If such plan varies from the shoring system standards promulgated by the Department of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed and paid by the Contractor. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing contained in this article shall be construed as relieving the Contractor of full responsibility for providing shoring, bracing, sloping, or other provisions, which are adequate for worker protection.

2.11.09 A working platform for any scaffolding swung or suspended from an overhead support more than ten (10) feet above the ground, floor or area in which an employee on the scaffolding might fall, shall have a safety rail of wood or other equally rigid material of adequate strength; such rail shall be in compliance with the applicable orders of the Division of Industrial Safety.

The suspended scaffolding shall be fastened so as to prevent the same from swaying from the building, or structure, or other object being worked on from such scaffolding. All parts of such scaffolding shall be of sufficient strength to support, bear, withstand with safety, any weight of persons, tools, appliances or materials which might reasonably be placed on it or which are to be supported by it.

In addition to the duties imposed by any law regulating or relating to scaffolding, the Contractor who uses scaffolding in connection with the construction, alteration, repairing, painting, cleaning, or doing of any work upon any building or structure shall furnish safety lines to tie all hooks and hangers back on the roof of such building or structure and provide safety lines hanging from the roof, securely tied thereto, for all swinging scaffolds which rely upon stirrups of the single point of suspension type to support the working platform. One such line shall be provided for each workman with a minimum of one line between each pair of hangers or falls.

Platforms or floors of scaffolding shall be not less than fourteen (14) inches in width and shall be free from knots or fractures impairing their strength.

The use of lean-to scaffolds, sometimes known as jack scaffolds, as support for scaffolds is prohibited.

2.11.10 In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect, as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever notice is required to be given by the Owner or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

2.11.11 The Contractor shall not load nor permit any part of any structure to be loaded with any weights that will endanger the structure, nor shall subject any part of the Work to stresses or pressures that will endanger it.

2.11.12 The Contractor will be required to certify that he has an Injury, Illness Prevention Plan for his company as required by Labor Code Section 6401.7.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones and carried by the supervisor of the work being performed.

The Contractor shall provide assurance to the District that all equipment has proper permits issued by the South Coast Air Quality Management District, or the local air quality district.

In addition, the Contractor shall be required to post notices required by Proposition 65 for any hazardous chemicals listed by the State Health Department, which are brought onto the property as part of the construction program.

2.11.13 Any public works contract of a local public entity, which involves digging trenches or other excavations that extend deeper than four feet below the surface, shall contain a clause, which provides the following:

- a. That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
 - c. That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.
 - d. Differing Conditions shall not include:
 - 1. All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;
 - 2. All that could be seen on Site;
 - 3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.
 - 4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
 - e. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the District's investigation of potential Differing Conditions.
 - f. Failure by Contractor to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

SECTION 2.12
of
GENERAL CONDITIONS

SUPERVISION BY CONTRACTOR

2.12.01 The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

2.12.02 The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work, and whenever the Engineer shall notify the Contractor that any man on the Work is, in his opinion, incompetent, unfaithful, intemperate, or disorderly or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person on the Work representing the Owner, or is otherwise unsatisfactory, such man shall be discharged immediately from the Work and shall not be re-employed upon it except with the consent of the Engineer. Such discharge shall not be the basis of any claim for damages against the Owner or his agents.

2.12.03 In the event that the Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the District Representative, at least seven days prior to engaging the person, an Experience Statement form for the District's review and acceptance. Any proposed substitution is subject to the approval of the District Representative based upon qualifying experience on similar projects as set forth in the bid documents for the project. Failure to obtain the District's acceptance shall not constitute a cause for delay. In addition, the District may issue an order to stop the work under these General Conditions until such time as the Contractor engages persons possessing skills and qualifications acceptable to the District.

2.12.04. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or Contractors, then Contractor shall require the Subcontractor to:

1. coordinate its Work with the dependent work;
2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
3. supply and install items to be built into dependent work of others;
4. make provisions for dependent work of others;
5. examine dependent drawings and specifications and submittals;
6. examine previously placed dependent work;
7. check and verify dependent dimensions of previously placed work;
8. notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and

9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

2.12.05. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the District in accordance with the terms of the Contract, but nothing herein contained shall be taken to relieve Contractor of any of its obligations or liabilities under the Contract, or of performing its required detailed direction and supervision.

2.12.06. Contractor shall at all times permit the District, its agents and authorized representatives to: (i) visit and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject the Work if it does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the District.

2.12.07. Whenever Contractor desires to perform Work outside regular working hours, Contractor shall give notice to the District of such desire and request and obtain the District's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the District may make the necessary arrangement for testing and inspection.

2.12.08. If Contractor receives a written notice from the District that a Clarification is forthcoming from the District, all Work performed before the receipt of the Clarification shall be coordinated with the District to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the District's written notice but before receipt of the Clarification and not so coordinated shall be at Contractor's risk.

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

SECTION 2.13
of
GENERAL CONDITIONS

CHANGES IN THE WORK

2.13.01 This Agreement may not be altered in whole or in part except by modification in writing and properly executed by all parties hereto or by a change order.

2.13.02 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

2.13.03 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

SECTION 2.14
of
GENERAL CONDITIONS

CHANGES IN CONTRACT PRICE

2.14.01 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices. Original bid items. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant, the Owner shall review the unit price to determine if a new unit price should be negotiated.
- b. An agreed lump sum.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

When all or any part of the work covered by Change Order is performed by any of the Contractor's Subcontractors, the markups established in this section shall be applied to the Subcontractor's actual cost of such work, to which a markup of five (5) percent on the subcontracted portion of the work may be added by the prime Contractor.

SECTION 2.15
of
GENERAL CONDITIONS

TIME FOR COMPLETION AND
LIQUIDATED DAMAGES

2.15.01 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on or before a date specified in the Notice to Proceed. The Contractor should be aware that time is of the essence for this project.

2.15.02 The Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

2.15.03 If the Contractor shall fail to complete the Work within the Contract Time, or requests for extension of time approved by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

2.15.04 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- a. To any preference, priority or allocation order duly issued by the Owner.
- b. If delays are caused by unforeseen events beyond the control of both the Contractor and the Owner, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, labor, required "extra work," or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

- c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 2.15.04a and 2.15.04b of this article.

- d. If delays beyond the Contractor's control are caused by reasons other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interests of the Owner, an extension of time may be granted, but the Contractor shall not be entitled to damages or additional payment due to such delays.

If delays beyond the Contractor's control are caused solely by action or inaction by the Owner, such delays will entitle the Contractor to an extension of time.

- e. Extensions of time, when granted, will be based upon the effect of delays on the project as a whole and will not be granted for noncontrolling delays to minor included portions of work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole.
- f. If the Contractor desires payment for a delay or an extension of time, he shall, within thirty (30) days after the beginning of the delay, file with the Owner a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least fifteen (15) days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such request.

2.15.05 In case the Work called for under this Contract is not completed within the time limit stipulated herein, the Owner shall have the right, in lieu of assessing liquidated damages, to extend the time of completion thereof. If the time limit be so extended, the Owner shall have the right to charge to the Contractor and to deduct from the final payment for the Work, the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate and the cost accruing by reason of unavoidable delays shall not be included in such charges.

SECTION 2.16
of
GENERAL CONDITIONS

CORRECTION OF WORK

2.16.01 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

2.16.02 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

SECTION 2.17
of
GENERAL CONDITIONS

SUBSURFACE CONDITIONS AND
EXAMINATION OF CONTRACT DOCUMENTS

2.17.01 The Contractor represents that he has carefully examined the Contract Documents and the site where the Work is to be performed and that he has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may affect performance of the Work in any manner. The Contractor further represents that he has studied all surveys and investigation reports governing subsurface and latent physical conditions pertaining to the job site; that he has performed such additional surveys and investigations as he deems necessary to complete the Work at the Contract Price; and, that he has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a Bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered and as to the character, quality and scope of the Work.

2.17.02 The Drawings for the Work show conditions as they are supposed or believed by the Engineer to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions actually exist. The Owner and the Engineer shall not be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown in the Drawings and the actual conditions revealed during the progress of the Work or otherwise.

Where the Owner or the Engineer or their consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, the Contractor may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the Engineer.

The records of such investigations are not a part of the Agreement and are shown solely for the convenience of the Contractor. It is expressly understood and agreed that the Owner, the Engineer and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations; the records thereof; or of the interpretations set forth therein or made by the Owner's consultants, the Engineer or his consultants in the use thereof by the Engineer, and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked for developments may not occur, or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the Owner, the Engineer or their consultants is included with the Drawings, it is expressly understood and agreed that said log of test borings does not constitute a part of the

Agreement, represents only the opinion of the Owner or the Engineer or their consultants as to the character of the materials encountered by them in the test borings, is included in the Drawings only for the convenience of the Contractor, and its use is subject to all of the conditions and limitations set forth in this article.

2.17.03 The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of Section 2.17.01 and the Contractor is cautioned to make such independent investigations and examinations as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the Work.

2.17.04 No information derived from such inspection of records of investigations or compilation thereof made by the Owner, Engineer, or their consultants will in any way relieve the Contractor from any risk or from properly fulfilling the terms of the Agreement.

SECTION 2.18
of
GENERAL CONDITIONS

SUSPENSION OF WORK,
TERMINATION AND DELAY

2.18.01 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.18.02 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

2.18.03 Where the Contractor's services have been terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.

2.18.04 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit. The Owner's authority and responsibility with respect to termination for convenience of owner or upon breach of contract are set forth in more detail in Section 2.35 of these General Conditions.

2.18.05 If, through no act or fault of the Contractor, the entire Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or by request of litigation relating to the Project, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

2.18.06 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

SECTION 2.19
of
GENERAL CONDITIONS

PAYMENTS TO CONTRACTOR

2.19.01 SECTION NOT USED

2.19.02 SECTION NOT USED

2.19.03 SECTION NOT USED

2.19.04 SECTION NOT USED

2.19.05 SECTION NOT USED

2.19.06 SECTION NOT USED

2.19.07 SECTION NOT USED

2.19.08 SECTION NOT USED

SECTION 2.20
of
GENERAL CONDITIONS

ACCEPTANCE OF FINAL
PAYMENT AS RELEASE

2.20.01 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

SECTION 2.21
of
GENERAL CONDITIONS

INSURANCE

2.21.01 The Contractor shall not commence any work under the Contract Documents until he obtains at his own expense all required insurance. Such insurance must have the approval of the Owner as to Company, limits, form and amount. The Contractor shall not permit any Subcontractor to commence work on the Project until the Subcontractor has also complied with these insurance requirements. The types of insurance, which the Contractor shall secure and maintain for the full Contract time, are Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Builder's Risk "All Risk" Insurance, and Contractor's Pollution Liability Insurance as hereinafter specified. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Contract Documents.

All policies required by this Section shall be primary insurance as to the Owner so that coverage held by the Owner will not contribute to any loss under the Contractor's insurance using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

Premiums for said insurance shall be paid for by the Contractor.

2.21.02 Before commencing any work, the Contractor shall submit written evidence that he and all Subcontractors have obtained for the Contract time full Worker's Compensation Insurance coverage, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Owner, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the named insured for the Owner; this provision applies regardless of whether or not the Owner has received a waiver of subrogation from the insurer.

2.21.03 Before commencing any work, the Contractor shall procure for the entire Contract time full Commercial General Liability Insurance, Automobile Liability Insurance coverage, and Contractor's Pollution Liability as hereinafter specified. Such insurance shall insure the Contractor and all Subcontractors for all claims for personal injury, including sickness and death, and all claims for destruction of or damage to property, including loss of use, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under the Contractor, or by anyone directly or indirectly employed by the Contractor or by any Subcontractor.

Such Commercial General Liability Insurance shall be written with a limit of liability of not less than five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the

policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit. Should the Contractor maintain insurance coverage exceeding the specified amount, any such additional coverage shall still benefit the Owner.

Such Commercial General Liability Insurance shall also be written for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

Such Automobile Liability Insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, including sickness and death, at any time resulting therefrom, sustained by any one person in any one occurrence, and a limit of liability of not less than two million dollars (\$2,000,000) aggregate for any such damages sustained by two or more persons in any one occurrence. Such automobile liability insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District.

Coverage for Commercial General Liability Insurance, Contractor's Pollution Liability Insurance and Automobile Liability Insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 00 01).
- b. Insurance Services Office (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c. Excess Liability Insurance (if necessary) - The limits of insurance required in this agreement may be satisfied by a combination of primary, umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured.

Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officers, employees, agents and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, administration and defense expenses.

The Commercial General Liability Insurance policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

The policy for such insurance shall include contractual coverage sufficiently broad to cover the Contractor's indemnification agreement contained in Section 2.24 excepting 2.24.04 of these General Conditions. The District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 11 85; or both CG 20 10 10 01 and CG 20 37 10 01 (or the CG 20 10 07 04 and CG 20 37 07 04 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the District for all work performed by the Contractor, its employees, agents and subcontractors. this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

2.21.04 Until the completion and final acceptance by the Owner of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

If applicable, the Contractor shall provide and maintain **Builder's Risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Owner. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The policy shall be endorsed with Owner, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Owner

or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Owner. The policy must specify that coverage is to include all materials and equipment to be incorporated in the Project while at the construction site and while in transit.

Such policy shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District. A maximum deductible amount of five thousand dollars (\$5,000.00) on all perils will be allowed. Also, the insurer shall waive all rights of subrogation.

If the Owner determines not to require the Contractor to procure such insurance, the Contract price shall be reduced by the amounts set forth in the bid items for the premium for such insurance.

If the Owner determines to require the Contractor to procure such insurance, such insurance shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The policy or policies for such insurance may provide for a deductible amount not to exceed five (5) percent of the Contract price. As provided in Section 7104 of the Public Contracts Code, the Contractor is responsible for the cost of repairing or restoring work up to five (5) percent of the contract amount.

2.21.05 Contractor shall furnish the Owner with copies of certificates and amendatory endorsements affecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages, required by these specifications, at any time. Failure to continually satisfy the insurance requirements is a material breach of contract.

Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's Contracts Analyst. Carrier(s) shall have an A.M. Best rating of no less than an A: VII or better.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the Commercial General Liability declarations or

endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include required provisions. The District reserves the right to obtain complete, certified copies of all required insurance policies at any time and the Contractor shall provide the same within five (5) days of such request. Failure to continually satisfy the insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least ten (10) years after completion of the project. The Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expires during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

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

The District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

SECTION 2.22
of
GENERAL CONDITIONS

CONTRACT SECURITY

2.22.01 The Contractor shall within thirty (30) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond in penal sum equal to the amount of the Contract Price and a Payment Bond in penal sum equal to one-hundred (100) percent of the amount of the Contract Price, requiring the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the payment by the Contractor to all subcontractors, persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

2.22.02 Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and by California law. The expense of these Bonds shall be borne by the Contractor. Bonds to be placed with insurers with a current A.M. Best's rating of no less than A: VII or better.

2.22.03 If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall they be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

2.22.04 The Performance Bond and the Payment Bond must remain in effect throughout the period for performance of the Work and through the time of final payment by the Owner, and the Performance Bond must remain in effect for a period of one (1) year from the date of approval of the work by the Board of Directors of Owner, which is the period of the Contractor's warranty, or as modified under the Supplemental General Conditions. If a change order results in an increased contract amount, an updated bond must be submitted to reflect the revised total contract value.

SECTION 2.23
of
GENERAL CONDITIONS

ASSIGNMENTS AND BANKRUPTCY

2.23.01 The Contractor shall not sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

2.23.02 In the event of bankruptcy of the Contractor, whether voluntary or involuntary, this Agreement is automatically terminated, and the Contractor is entitled to no further payments over and above the reasonable value of the actual work completed at that time.

SECTION 2.24
of
GENERAL CONDITIONS

INDEMNIFICATION

2.24.01 The Contractor and any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable during the term of this agreement and associated with the work performed thereunder, will indemnify, defend and hold harmless the Owner and any of their directors, independent contractors, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, but not including the sole or active negligence or willful misconduct of the Owner.

Each of the indemnified parties named in this Section shall be entitled to designate the attorney of their choice and indemnitor agrees to keep Owner's attorney advised as to the status of all claims, damages, losses, expenses and litigation which may arise hereunder.

2.24.02 In any and all claims against the Owner or any of their directors, independent contractors, agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

2.24.03 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

2.24.04 The Contractor shall indemnify, defend and save the Owner, the Owner's Representative, the Engineer, their consultants, and each of their directors, independent contractors, officers, employees and agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Agreement, including but not limited to, Contractor's failure to complete any portion of the Work by the time specified in the Contract Documents. Such costs, expenses, and damages shall include all costs incurred by the Owner, the Owner's Representative, the Engineer, and their consultants to defend against any claims, stop notices, or lawsuits based thereon in which any of them is made a party.

Each of the indemnified parties named in this section shall be entitled to designate the attorney of their choice and the indemnitor agrees to pay the fee of each such attorney so designated.

SECTION 2.25
of
GENERAL CONDITIONS

SEPARATE CONTRACTS

2.25.01 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

2.25.02 The Owner may perform additional Work related to the Project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.25.03 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 2.14, 2.15, and 2.18.

SECTION 2.26
of
GENERAL CONDITIONS

SUBCONTRACTING

2.26.01 SECTION NOT USED.

2.26.02 SECTION NOT USED.

2.26.03 SECTION NOT USED.

2.26.04 SECTION NOT USED.

2.26.05 SECTION NOT USED.

2.26.06 SECTION NOT USED.

SECTION 2.27
of
GENERAL CONDITIONS

ENGINEER'S AUTHORITY

2.27.01 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

2.27.02 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

2.27.03 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

2.27.04 The Engineer shall promptly make decisions relating to interpretation of the Contract Documents.

2.27.05 Any plan or method of Work suggested by the Engineer but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner shall assume no responsibility therefor.

2.27.06 Engineer's authority and responsibility with respect to Resident Project Representation are as set forth in Section 2.33 of these General Conditions.

SECTION 2.28
of
GENERAL CONDITIONS

LAND AND RIGHTS-OF-WAY

2.28.01 Prior to issuance of Notice to Proceed, the Owner shall obtain land and all work shall be performed within existing public rights-of-way for carrying out the Work to be performed pursuant to the Contract Documents. Right-of-way limits are shown on the Drawings.

2.28.02 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

2.28.03 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

2.28.04. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the District to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the District.

2.28.05. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.

2.28.06. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part of the Work or adjacent property to stresses or pressures that will endanger it.

2.28.07. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

SECTION 2.29
of
GENERAL CONDITIONS

GUARANTEE

2.29.01 The Contractor shall guarantee that all materials and equipment furnished will be new unless otherwise specified.

2.29.02 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance by the Board of Directors of Owner. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance by the Board of Directors of Owner that the completed work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guarantee period.

SECTION 2.31
of
GENERAL CONDITIONS

TAXES

2.31.01 The Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening including, but not limited to, all sales, consumer, use and other similar taxes assessed by Federal, State or local authorities where the Work is performed.

2.31.02 The terms of these Contract Documents may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to these Contract Documents, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 2.32
of
GENERAL CONDITIONS

CONFLICT

2.32.01 SECTION NOT USED.

2.32.02 SECTION NOT USED.

SECTION 2.33
of
GENERAL CONDITIONS

RESIDENT PROJECT REPRESENTATIVE

2.33.01 The Engineer will furnish a Resident Project Representative and Assistants to assist the Engineer in carrying out his responsibilities at the Project sites. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and Assistants are herein set forth.

2.33.02 The Resident Project Representative is the Engineer's agent and will act as directed by and under the supervision of the Engineer. He will confer with the Engineer regarding his actions. His dealings in matters pertaining to the on-site Work shall, in general, be only with the Engineer and the Contractor. His dealings with Subcontractors shall only be through or with the full knowledge of the Contractor or his superintendent. He will generally communicate with the Owner only through or as directed by the Engineer.

2.33.03 The duties and responsibilities of the Resident Project Representative will be as follows:

- a. Schedules - Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with the Engineer concerning their acceptability.
- b. Conferences - Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- c. Liaison -
 - (1) Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the Engineer in serving as Owner's liaison with the Contractor when Contractor's operations affect Owner's on-site operations.
 - (2) As requested by the Engineer, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the Work.
 - (3) Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from the Owner or others, except instructions transmitted through the Engineer or himself.

- d. SECTION NOT USED
- e. SECTION NOT USED
- f. Interpretation of Contract Documents - Transmit to the Contractor the Engineer's clarifications and interpretations of the Contract Documents.
- g. Modifications - Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.
- h. Records -
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - (2) Keep a diary or logbook, recording hours on the job site, weather conditions, data related to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
 - (3) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials.
- i. Reports -
 - (1) Furnish Engineer periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- j. Payment Requisitions - Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site.
- k. Guarantees, Certificates, Maintenance and Operation Manuals - During the course of the Work, verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Engineer for his review and forwarding to the Owner prior to final acceptance of the Project.

1. Completion -

- (1) Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- (2) Conduct final inspection in the company of the Engineer, Owner and Contractor and prepare a final list of items to be corrected.
- (3) Verify that all items on the final list have been corrected and make recommendations to the Engineer concerning acceptance.

2.33.04 Except upon written instructions of the Engineer, the Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- c. Expedite Work for the Contractor.
- d. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- f. Authorize the Owner to occupy the Project in whole or in part.
- g. Participate in specialized field or laboratory tests.

SECTION 2.34
of
GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

2.34.01 The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or Agreement for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, defend and indemnify the Owner, the Engineer, and all of its and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the Owner, the Contractor shall bear all costs arising therefrom.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. Wages to be paid for a day's work to all classes of laborers, workers, or mechanics on the work contemplated by the contract, shall be not less than the prevailing rate for a day's work in the same trade or occupation on the locality within the State where the work hereby contemplated is to be performed as determined by the State of California Director of Industrial Relations pursuant to his authority under Labor Code section 1720 et. seq. Each laborer, worker, or mechanic employed by a Contractor or by any Subcontractor shall receive the wages herein provided for. The Contractor shall pay up to two hundred (\$200.00) per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to the worker. NOTE: an error on the part of the awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code section 1720 – 1781 and 1813 – 1815.
- b. In accordance with Sections 1773.1 and 1773.8 of the Labor Code the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et. seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the Owner, forfeit up to twenty-five (25) Dollars for each workman employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours per day at not less than 1.5 times the base rate of pay (or 2 times base rate on Sunday/Holidays), in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is responsible for compliance with Labor Code Section 1777.5 and the California Code of Regulations 230 – 230.2 for all apprenticeable occupations, whether employed by the Contractor or by the Subcontractors. Included in these requirements is the Contractor's requirement to provide notification to the appropriate apprenticeship committees, pay training fund contributions, utilize apprentices in a minimum ratio of not less than once apprentice for each five journeyman hours (unless an exception is granted in accordance with Labor Code 1777.5) and/or request for the dispatch 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.

Willful violations of Section 1777.5 will result in a forfeiture of \$100.00 for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

- f. Attention is directed to the provisions of Labor Code 1725.5 requiring all contractors and subcontractors who bid or work on a public works project to be registered with the Department of Industrial Relations (DIR) via its online portal: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

2.34.02 In the event of any legal or equitable proceeding to enforce the terms or conditions of this Agreement, the parties agree that venue shall be in the judicial district in which the office of the Owner is located.

2.34.03 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

All clauses contained in the Contract Documents shall be interpreted in a manner, which renders them valid under applicable provisions of State, and Federal law where a consistent interpretation is possible.

2.34.04 In the event any arbitration proceeding, administrative proceeding or litigation in law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions or performance of this Agreement, the prevailing party shall be entitled to the award of a reasonable attorney's fee and the costs of the proceeding, which shall be determined by the Court or the presiding officer at the proceeding, authorized to make a determination of the issues at the hearing level, or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

If any party to this Agreement becomes a party to any litigation, administrative proceeding or arbitration concerning the enforcement or interpretation of the provisions of this Agreement or the performance of this Agreement by reason of any act or omission of another party or authorized representatives of another party to this Agreement and not by any act or omission of the party that becomes a party to that proceeding or any act or omission of its authorized representatives, the party that causes another party to become involved in the proceeding shall be liable to that party for reasonable attorney fees and costs of the proceeding incurred by that party in the proceeding. The award of reasonable attorney fees and costs shall be determined as provided above.

In the event opposing parties have each prevailed on one or more causes of action actually contested or admitted by pleadings or prehearing documents on file, the presiding officer may offset such fees and costs between prevailing parties after considering the necessity of the proceeding and the importance of the issue or issues upon which a party has prevailed.

2.34.05 It shall be the responsibility of the contractor to maintain an accurate payroll record showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code 1776, and to insure that each subcontractor on the project also complies with all provisions of Labor Code 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall submit to the Agency's designated Labor Compliance Officer a copy of Certified Payroll Records as enumerated by Labor Code 1776 for the Contractor's, as well as Subcontractor's, employees working on the project work. The Agency shall make no payment to the Contractor until the certified records are received by the Agency's designated Labor Compliance Administrator/Department/Division. Each contractor performing work under contract shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776. Contractor and Subcontractor shall keep accurate project records such as Daily Logs and Reports and may be asked to provide copies of such records per the State of California Public Records Act, Government Code section 6250 – 6276.48. Pursuant to SB854, all public works contractors and subcontractors shall also furnish electronic certified payroll records directly to the Labor Commissioner. For all projects awarded on or after April 1, 2015, the contractors and

subcontractors must furnish electronic certified payroll records to the Labor Commissioner using the online portal: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the contractor and/or subcontractor and the name, address and telephone number of all employees do not appear on the modified records.

Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten (10) days of the date a written request for payroll records has been received.

Failure of contractor to comply with any provision of this Section or Labor Code 1776 within ten (10) days of the date a written request for compliance is received shall result in a forfeiture of up to one hundred dollars (\$100.00) per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Owner shall withhold penalties under this Section or Labor Code 1776 from the contractor's progress payments then due.

2.34.06 By entering into this contract or any subcontract pursuant to this contract, the Contractor and each Subcontractor who performs work or supplies goods, services or materials hereby offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Federal or State Anti-Trust Law, including, but not limited to, any Anti-Trust action any of them may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to this contract or any related subcontract. This assignment is made and becomes effective at the time the awarding body tenders final payment to the Contractor shall insure that a comparable provision is included in all subcontracts at all tier levels which are executed pursuant to this prime contract. Contractor shall have the rights set forth in Section 4553 and 4554 of the Public Contract Code.

SECTION 2.35
of
GENERAL CONDITIONS

REMOVAL, RELOCATION OR PROTECTION
OF EXISTING UTILITIES

2.35.01 SECTION NOT USED

2.35.02 SECTION NOT USED

2.35.03 SECTION NOT USED

2.35.04 SECTION NOT USED

2.35.05 SECTION NOT USED

SECTION 2.36
of
GENERAL CONDITIONS

ANTI-TRUST CLAIMS

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

SECTION 2.37
of
GENERAL CONDITIONS

TERMINATION FOR CONVENIENCE
OF OWNER OR UPON BREACH OF CONTRACT

2.37.01 The performance of work under this contract may be terminated by Owner in accordance with this clause in whole or from time to time in part whenever Owner or Owner's Representative determines that such termination is in the best interest of Owner. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, the date upon which the termination becomes effective, and the reason for the termination.

2.37.02 After receipt of a Notice of Termination, except as otherwise directed by Owner or Owner's Representative, Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- b. Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for the completion of such portion of work under the contract as is not terminated,
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- d. Assign to Owner in the manner, at the times, and to the extent directed by Owner or Owner's Representative all of the right, title, and interest of Contractor under the orders and subcontracts terminated, in which case Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent Owner may require,
- f. Transfer title and deliver to Owner, in the manner, at the times, and to the extent, if any, directed by Owner (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination and (2) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to Owner,
- g. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by Owner or Owner's Representative any property of the types referred to in f. above, provided Contractor (1) shall not be required to extend credit to any purchasers, and (2) may acquire any such property under the conditions prescribed by and at the prices approved by Owner or Owner's Representative. The proceeds of any such

transfer or disposition shall be applied in reduction of any payments to be made by Owner to Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as Owner or Owner's Representative may direct,

- h. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination to the satisfaction of Owner,
- i. Take such action as Owner or Owner's Representative may direct for the protection and preservation of the property related to this contract which is in the possession of Contractor and which the Owner has or may acquire an interest.

After receipt of a Notice of Termination, Contractor shall submit to Owner his termination claim, in the form and with certification prescribed by Owner or Owner's Representative. This claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner or Owner's Representative upon Contractor's written request within such three (3) month period or any authorized extension of the three (3) month period. Owner may deny or grant the request for an extension of time as Owner may determine in its sole discretion. Owner's decision to grant or deny the extension shall be final and binding on all parties to this contract. Upon failure of Contractor to submit his termination claim within the time allowed, Owner or Owner's Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to Contractor the amount so determined.

2.37.03 Contractor and Owner may agree upon the whole or any part of the amount paid to Contractor by reason of the total or partial termination of work pursuant to this clause provided an agreement, in writing, has been reached within three months following the date the termination notice has become effective.

In the event Contractor and Owner are unable to agree on the termination price, Owner shall pay to Contractor the amount determined by Owner or Owner's Representative, in its sole discretion, to be fair and equitable under the circumstances excluding amounts Owner and Contractor have agreed to in accordance with the terms of this section.

In no event shall Contractor be entitled to receive any amount upon termination of this contract which exceeds the total contract price reduced by the amount of payments otherwise made and further reduced by the contract price of work not terminated, by the fair value, as determined by Owner or Owner's Representative, in its sole discretion, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner, by all unliquidated advances or other payments on account made to Contractor applicable to the terminated portion of the contract, by any claim which Owner may have against Contractor in connection with this contract, by the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of this clause and not otherwise recovered or credited to Owner, and by estimated or actual costs to correct Contractor's work which Owner or Owner's Representative, in its sole discretion, determines to be defective. The decision of Owner or Owner's

Representative to determine the proper termination amounts shall be final and binding on all parties to this contract.

2.37.04 Unless otherwise provided for in this contract, Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to Owner at all reasonable times at the office of Contractor, and without charge of any kind to Owner, all Contractor's books, records, documents, and other evidence bearing on the costs and expenses of Contractor under this contract. For this purpose, Contractor specifically consents to allow Owner to receive such copies of Contractor's tax returns as Owner may deem necessary to verify Contractor's costs.

2.37.05 In the event Owner terminates the contract in whole or in part due to the failure of Contractor, its agents, servants, employees or subcontractors to perform any work in the time or manner designated in the contract documents, Owner shall immediately serve written notice of the Termination upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within ten (10) days after the serving upon it of a notice of termination does not give the Owner written notice of his intention to take over and perform the contract or does not commence performance thereof within thirty (30) days from the date of serving said notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method he may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Owner for any excess costs or other damages occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the Owner elects to complete by furnishing his own employees, materials, tools and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for force account work in the article on payment for changes in the work.

2.37.06 In the event Owner terminates the contract as a result of a breach of any contract terms by Contractor, its agents, servants, employees or subcontractors, if the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Excessive costs not paid by Contractor or its Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of fifteen percent (15%) per annum or the maximum rate authorized by California law, whichever is lower.

SECTION 2.38
of
GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

2.38.01 Responsibility of Job Site Conditions

Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall defend, indemnify and hold the Owner and the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the Owner or the Engineer.

2.38.02 Mediation and Arbitration of Claims

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20103.5) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are attached to these General Conditions.

SECTION 2.39
of
GENERAL CONDITIONS

PUBLIC CONTRACT CODE SECTIONS
20103.5 – 20207.7

The following Public Contract Code Sections are included for information.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount of payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the local agency shall, within thirty (30) days, schedule a meet-and-confer conference for the purpose of resolving the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision

(a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article.

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as, otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgement. The interest shall begin to accrue on the date the suit is filed in a court of law.

As stated in subdivision (c) of Section 20104, any contract entered into on or after January 1, 1991, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

20207.7. Unless the amount involved in the purchase at any one time of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board may purchase the articles without the necessity of advertising or lettering contracts. Where the cost of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board shall advertise for sealed bids for furnishing the district the articles. In the matter of advertising, opening and accepting bids, and the letting of contracts, the board shall proceed in all respects in the manner and form provided in the case of contracts for annual supplies.

**AGREEMENT FOR ON-CALL ELECTRICAL MAINTENANCE AND REPAIRS
SERVICES BY INDEPENDENT CONTRACTOR
PROJECT DIR # _____**

THIS AGREEMENT FOR ON-CALL ELECTRICAL MAINTENANCE AND REPAIR SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **October 1, 2026**, by and between the MISSION SPRINGS WATER DISTRICT, a County Water District (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **Leed Electric, Inc., a California corporation** whose address is **12333 Los Nietos Road, Sante Fe Springs, CA 90670** (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage CONTRACTOR to provide the following services: **on-call electrical maintenance, repair, and emergency services on an as-needed basis**; and

B. CONTRACTOR has made a proposal (“Proposal”) to the DISTRICT to provide such services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof; and

D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services; and

E. The parties acknowledge that some or all of the Services may constitute “public works” or “maintenance” under California Labor Code section 1720 et seq.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. **Term of Agreement**. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2027**, unless extended by the parties with the approval of the General Manager of the District.

2. Services to be Performed. CONTRACTOR agrees to provide on-call maintenance, repair, and emergency services (“Services”) as requested by DISTRICT and contained within the Proposal. All Services shall be authorized through written task orders (“Task Orders”) issued by the DISTRICT. Each Task Order shall describe the scope of work, schedule, and compensation. CONTRACTOR shall not perform any Services without prior written authorization from DISTRICT. CONTRACTOR designates Seth Jamali Dinan as CONTRACTOR’S representative(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

2.01. Task Orders. DISTRICT shall issue Task Orders on an as-needed basis. For each Task Order, CONTRACTOR shall submit a written cost proposal, which shall include, at a minimum, labor, materials, subcontractors, and a proposed schedule for completion. No Task Order shall be binding, and CONTRACTOR shall not commence any work thereunder, unless and until the Task Order has been approved in writing by the DISTRICT. DISTRICT makes no representation or guarantee that CONTRACTOR will receive any minimum amount of work under this Agreement.

2.02. In addition to the requirements set forth in this Agreement, all Services performed pursuant to any Task Order shall be subject to, and CONTRACTOR shall comply with, the General Conditions, Special Conditions, and bond requirements applicable to the Work. The General Conditions and Special Conditions are attached hereto as Exhibit “C” and incorporated herein by this reference.

Each Task Order issued under this Agreement shall expressly incorporate the terms of this Agreement, Exhibit “C” and the applicable bond requirements, and CONTRACTOR agrees that all work performed under any Task Order shall be governed by, and performed in accordance with, such provisions, whether or not expressly restated in the Task Order.

Without limiting the foregoing, CONTRACTOR shall comply with all requirements relating to performance bonds, payment bonds, maintenance bonds, and any other security required by the DISTRICT pursuant to Section 12 of this Agreement. In the event of any conflict between the terms of a Task Order and the General Conditions, Special Conditions, or bond requirements, the more stringent provision, as determined by DISTRICT, shall control.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT. CONTRACTOR shall require all subcontractors to comply with all applicable provisions of this Agreement, including prevailing wage, insurance, and indemnity obligations.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. This Agreement is a time-and-materials, on-call contract. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of \$100,000.00. Each Task Order issued pursuant to this Agreement may include its own not-to-exceed amount, which shall not be exceeded without prior written approval of the DISTRICT.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing. CONTRACTOR shall not exceed any not-to-exceed amount established in an approved Task Order without the prior written approval of the DISTRICT.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. Invoices shall reference the applicable Task Order. DISTRICT may withhold payment for: (i) defective work, (ii) non-compliance with prevailing wage laws, or (iii) incomplete or unauthorized work. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

4.05 DISTRICT may withhold retention from progress payments on a Task Order basis where appropriate. Retention shall not exceed five percent (5%) of the amount payable under the applicable Task Order, unless a higher percentage is permitted by applicable law. Retention shall be released upon satisfactory completion and acceptance of

the applicable Task Order, and if a Notice of Completion is recorded for such Task Order, in accordance with applicable law governing the release of retention. Retention, if any, shall be administered separately for each Task Order.

4.06 Stop Notices. CONTRACTOR acknowledges that DISTRICT may withhold funds otherwise due or to become due to CONTRACTOR in response to any stop notice, bonded stop notice, or other lawful claim made in accordance with California Civil Code. DISTRICT shall be entitled to withhold such amounts as required by law or as reasonably necessary to satisfy such claim. CONTRACTOR shall be solely responsible for resolving any such claim, and DISTRICT shall have no obligation to make payment to CONTRACTOR for amounts subject to such withholding until the claim is released, discharged, or otherwise resolved to the satisfaction of DISTRICT in accordance with applicable law.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. All Services shall be performed in accordance with applicable industry standards and in a good and workmanlike manner. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than for the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR shall perform the Services subject to the direction, control, and approval of DISTRICT as set forth in this Agreement and applicable Task Orders.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting

documents to be filed with such entity.

5.06 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.07 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.08 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.09 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.10 In the performance of this Agreement the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. DISTRICT shall have the right to suspend all or any portion of the Services upon written or verbal notice if DISTRICT reasonably determines that unsafe conditions or non-compliance with applicable laws or regulations exists. CONTRACTOR shall promptly correct any such conditions at its sole cost and expense. Any delay or cost resulting from such suspension attributable to CONTRACTOR'S failure to comply with this Section shall be borne solely by CONTRACTOR.

5.11 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not

proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards, and shall be free from defective or faulty workmanship and materials. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.12 Time is of the essence with respect to each Task Order issued under this Agreement.

5.13 CONTRACTOR shall be available on a 24-hour basis and shall respond to emergency service requests within two (2) hours unless otherwise approved by DISTRICT.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

c. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

e. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

f. Required Provisions –

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall provide certificates of insurance to DISTRICT as evidence of the insurance coverage required

herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time

- **Waiver of Subrogation:** The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- **Primary Coverage:** For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved

by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services as an independent contractor, subject to the direction and requirements of this Agreement and applicable Task Orders. CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications, experience, personnel, and resources necessary to perform the Services under this Agreement in a competent and workmanlike manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the standards set forth in this Agreement, including Section 5.01, and that all materials and workmanship shall be of good quality and fit for their intended purpose. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

10.04 Prevailing Wages.

A. To the extent applicable, each Task Order is subject to the State of California "Prevailing Wage Rates". Each applicable Task Order is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the Proposal. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

B. Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations (DIR) as a Public Works Contractor for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are properly registered with DIR and maintain active registration throughout the duration of the Project. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

C. As a condition of payment, CONTRACTOR shall timely submit all required certified payroll records and related documentation. DISTRICT may withhold any portion of a payment, including the full amount, if CONTRACTOR fails to comply with prevailing wage or DIR requirements.

D. CONTRACTOR shall comply with all applicable apprenticeship requirements set forth in California Labor Code sections 1777.5 and 1777.6, including the employment of properly registered apprentices and payment of required apprenticeship contributions. CONTRACTOR shall ensure that all subcontractors also comply with such requirements. CONTRACTOR shall maintain and submit all required apprenticeship documentation upon request. DISTRICT may withhold payments or take other appropriate action for failure to comply with this Section.

10.05 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.06 CONTRACTOR shall have no authority to bind DISTRICT in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT,

whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Bond Requirements.

12.01 Purpose. This Section sets forth bonding and related security requirements applicable to the on-call electrical maintenance and repair services to be performed by CONTRACTOR on an as-needed, time-and-materials basis under this Agreement. For purposes of this section, "Surety" means an admitted surety insurer authorized to transact surety business in the State of California. Each bond shall be issued by a Surety admitted in California and acceptable to DISTRICT and shall be on DISTRICT'S then-current bond forms and shall not be subject to any condition, limitation, or modification not expressly approved in writing by DISTRICT. CONTRACTOR shall pay all premiums and costs for required bonds. Bonds are in addition to, and not in limitation of, any other security, insurance, indemnity, or remedy available to DISTRICT under this Agreement or applicable law.

12.02 Condition Precedent to Work; Delivery of Bonds. As a condition precedent to CONTRACTOR'S commencement of any Services, CONTRACTOR shall deliver to DISTRICT, in form and substance acceptable to DISTRICT, the bonds described in this Section, duly executed by CONTRACTOR as principal and by a Surety. DISTRICT may withhold issuance of any Task Order until all required bonds are received and approved. In the event of emergency Services requiring immediate response to protect public health, safety, or continuity of water operations, DISTRICT may authorize CONTRACTOR to proceed prior to delivery of bonds; provided, however, that CONTRACTOR shall deliver all required bonds within five (5) business days of such authorization, or as otherwise directed by DISTRICT. Failure to timely provide such bonds shall constitute a material breach.

12.03 Performance Bond. CONTRACTOR shall furnish a performance bond guaranteeing faithful performance of all obligations under this Agreement, including completion of all Services authorized by Task Orders issued during the term, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount established under this Agreement (the "Performance Bond"). The Performance Bond shall also apply to and secure the performance of all authorized change orders, amendments, and modifications to any Task Order, including increases in scope, time, or compensation. In the event of emergency Services performed prior to issuance of a Task Order or formal amendment, the Performance Bond shall be deemed to apply to such Services once the associated Task Order or written authorization is issued, including any retroactive approvals. The Performance Bond shall remain in full force and effect through final completion and acceptance of all Services authorized under the applicable Task Order and satisfaction of all CONTRACTOR obligations that survive completion (including warranty and indemnity obligations to the extent applicable).

12.04 Payment Bond. CONTRACTOR shall furnish a payment bond guaranteeing payment in full for all labor, services, equipment, and materials furnished for the Services, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount (the "Payment Bond"). The Payment Bond shall extend to all labor, materials, and services furnished pursuant to authorized change orders, amendments, and modifications to any Task Order. The Payment Bond shall further apply to emergency Services authorized by DISTRICT, including work performed prior to formal Task Order issuance, provided such work is subsequently documented and approved in writing. The Payment Bond shall be conditioned as required by applicable California law for public works and shall inure to the benefit of claimants as defined by law.

12.05 Maintenance Bond. CONTRACTOR shall furnish a maintenance bond guaranteeing the correction of defective work and warranty obligations arising under this Agreement in a penal sum equal to one hundred percent (100%) of the total not-to-exceed contract amount established under this Agreement (the "Maintenance Bond"). The Maintenance Bond shall remain in effect for the duration of the warranty period set forth in the Maintenance Bond, or such longer period as may be required by applicable law or manufacturer warranty.

requirements.

12.06 Maintenance of Bonds. CONTRACTOR shall maintain all required bonds continuously in effect. If any bond is canceled, expires, is materially modified, or becomes insufficient due to an increase in the Task Order's not-to-exceed amount, CONTRACTOR shall immediately notify DISTRICT and, within five (5) business days (or sooner if required to avoid any lapse), deliver replacement or supplemental bonds meeting this Section. In the event of any increase to a Task Order amount through change order or amendment, CONTRACTOR shall provide supplemental bonding to maintain coverage equal to one hundred percent (100%) of the revised not-to-exceed amount. For emergency Services resulting in increases to the Task Order amount, CONTRACTOR shall provide such supplemental bonds within five (5) business days of written direction by DISTRICT or execution of a confirming Task Order or amendment. Failure to provide or maintain required bonds constitutes a material breach. In addition to any other remedies, DISTRICT may (a) suspend Services, (b) withhold payments otherwise due, and/or (c) terminate this Agreement for default, without waiving any rights against CONTRACTOR or the Surety.

12.07 Notice of Completion. If DISTRICT elects to record a Notice of Completion for any Task Order, final payment, including any retained funds applicable to such Task Order, shall be made in accordance with Section 4.05 of this Agreement, and if a Notice of Completion is recorded, not earlier than thirty-five (35) days after such recordation, as required by applicable law. DISTRICT shall have discretion to determine whether a Notice of Completion is appropriate for a given Task Order, consistent with applicable law and DISTRICT's administrative practices. CONTRACTOR shall cooperate with DISTRICT and promptly provide such information and documentation as may be reasonably required for the preparation and recordation of any Notice of Completion.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief,

is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that

there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

13.12 Confidentiality. All information gained or work product produced by CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

13.13 Waiver. Waiver by any party to this Agreement of any term, condition, or

covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

MISSION SPRINGS WATER DISTRICT

CONTRACTOR:

LEED ELECTRIC, INC.

By: _____

Print
Name _____

Title: _____

Date: _____

By: _____

Print
Name _____

Title: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK, PROPOSAL AND FEE SCHEDULE

(insert behind this page)

LEED Electric, Inc.

Statement of Qualifications



2026

PRESENTED TO:
Mission Springs Water District

PROPOSAL BY:
LEED Electric, Inc.

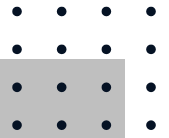


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> Executive Summary and Introduction

Statement of Qualification

LEED Electric, Inc. is pleased to submit this statement of qualification as the Electrical Subcontractor for this On-Call Electrical Maintenance and Repair Services Project.

LEED Electric has provided quality services through a long 46 year history with the County of Los Angeles, the City of Los Angeles, County of Orange, the Metropolitan Water District of Southern California, the Department of Water and Power, Long Beach Water Department, City of Santa Monica Water Resources Division, Water Replenishment District (WRD) of Southern California, Los Angeles Wastewater Information Network System (LAWINS), Eastern Municipal Water District, and the City of Santa Ana. LEED Electric, Inc. is a qualified Small Business Enterprise with the State of California Department of General Services as well as a Certified Small Business Enterprise (SBE) with the Port of Long Beach. Numerous other public works projects have been successfully completed for virtually every local City and/or County governmental agency including Orange County Water District, Orange County Sanitation District, Los Angeles County Sanitation District, State of California Water Resources and other state agencies, and most recently expanding services to Northern California with the opening of satellite offices in Stockton and Folsom, California to support projects in Stockton, Monterey and East Bay MUD.

LEED Electric, Inc. employs local tradesmen affiliated with the International Brotherhood of Electrical Workers and is signatory with IBEW locals from Sacramento to San Diego County and complies with Project Labor Agreements (PLA) from Northern to Southern California. LEED Electric has extensive experience in industrial water related projects and intricate electrical control projects in the greater Los Angeles, Orange County and Riverside County areas. LEI is dedicated to on-time delivery of materials, labor and services for construction endeavors at all times, and along with the on-time delivery LEI responds to all inquiries for service in a timely and professional manner, with a commitment to provide the products or services meeting or exceeding the specifications of the customer. LEED Electric, Inc. (LEI) is a local full service electrical contractor with extensive experience in public works projects, having successfully completed hundreds of public works contracts during their 46-year history-from a high end of \$7.0M to various projects in the \$500K to \$2.0M ranges.

In summary, our team of local craftsmen overseen by an experienced management team that consists of a Chief Executive Officer, Division Managers, Superintendents, Operations Personnel, Project Managers and Project Engineers to oversee quality products and services are provided and has the requisite expertise and experience in working as the electrical subcontractor for this project. Some of our satisfied customers are included in the latter portion of this statement of qualification for reference. We hope you determine that our qualifications meet your requirements. Please contact me at sjamali@leedelectric.com or (562) 270-9500 with any questions.

Yours truly,

Seyed (Seth) A. Jamali Dinan, Chief Executive Officer

> Company Information

Firm Name	LEED Electric, Inc.	
Corporate Office Address	12333 Los Nietos Rd. Santa Fe Springs, CA 90670	
Corporate Phone and Fax Numbers	Firm Phone # (562) 270-9500	Firm Fax # (562) 863-5723
Federal Tax ID #	95-3337191	
Business Type	S-Corporation Established 3/1/1979 in California	
DUNS No.: CAGE Code:	09-916-2901 0XJH1	
Business License	Certificate Number: 15801447 Exp. Date: 06/30/2025 City of Santa Fe Springs, California	
Contractor License	License No. 379096 Exp. Date: 07/31/2025 State of California Contractors State License Board A - General Engineering Contractor C-10 - Electrical Contractor	
DIR Contractor Registration	DIR Registration No. 1000004633 Exp. Date: 06/30/2028	
SBE Certification	Port of Long Beach (SBE) #251559 Exp. Date: 06/05/2026 State of California (Dept. of Gen Services) #36862 Exp. Date: 04/30/2026 NAICS 238210	
Principals/Officers	Seyed (Seth) A. Jamali Dinan, Chief Executive Officer Annette Iribarren, Corporate Secretary & Senior Controller Jeffrey Rua, Vice President	
Years with Company	Seyed (Seth) A. Jamali Dinan: 13 years Annette Iribarren: 30 years Jeffrey Rua: 3 years	
Telephone and Fax Numbers	Phone # (562) 270-9500	Fax # (562) 863-5723
Name, Title, Phone No., and Email of Contact Person for the Proposal	Seyed (Seth) A. Jamali Dinan (562) 270-9500 sjamali@leedelectric.com	
Average # of Employees with the Firm	180	
WebVen #	13999601	

BACKGROUND:

LEED Electric Inc. is an experienced and highly recommended full-service commercial and industrial electrical, control & instrumentation contractor. The company has a reputation for completing projects on time, within budget and to the client's satisfaction. The company's comprehensive knowledge of new technologies combined with the highly trained staff and more than 46 years of experience performing heavy contracting work make LEED Electric a provider of choice. LEED Electric began operations in 1979 performing work at oil refineries, chemical plants and aerospace facilities. Later began doing public work for various municipal and county facilities on pumping plants, water treatment plants, and sewage treatment plants installing power and control systems, automation/measuring systems.

MISSION:

The mission of LEED Electric is to provide highest quality electrical, control & instrumentation installations performed safely by highly trained, skilled craftsmen to meet or exceed customer specifications.

VERSATILITY:

Contracts ranging to over \$5.0 million have been successfully completed. Maintenance programs with special rates designed to fit customer needs have been provided.

PERFORMANCE:

LEED Electric has a consistent record of completed projects on or before target dates.

SAFETY:

Strict adherence to safety standards is an integral part of daily operations.

COMMUNICATION:

LEED Electric's experienced management team is concerned about completing projects correctly and on time. The company understands that growing reputation depends on it. Constant communication with field personnel enables project managers to stay informed of job progress insuring smooth operation to timely completion.

LITIGATION:

LEED Electric has not had any litigation or threatened litigation against the firm that will affect the company's performance or completion of this proposed program.

1. The organization has never been subject of litigation for failure to meet contracted obligations to deliver or supply electricity since its inception in 1979.
2. The company has no breach of contract or criminal legal actions with potential liabilities above \$50,000 or involving imprisonment (now or pending) against the company itself, any official, officer or employee of the company submitting qualifications over the last 46 years.
3. LEED Electric has not filed for bankruptcy, is not currently in default of business loans and is not responsible for undisputed payments to suppliers or transporters which are over 60 days past due.



> Qualifications & Experience

In addition to the minimum qualifications for participation in this project, LEED Electric offers:

01



- **Trusted Partner:** 46+ years of successful work with California public agencies
- **Local Expertise:** Southern California—based operations
- **Experienced Team:** Skilled project managers delivering goal-oriented, compliant projects
- **Strong Workforce:** Locally hired union staff with broad manpower capabilities

02



- LEED Electric is a **certified Small Business Enterprise (SBE)** recognized by the State of California, City of Los Angeles, and County of Los Angeles. As an eligible participant in the County's Local SBE Preference Program, LEED Electric offers the advantages of a certified SBE: commitment to local business development, diverse project experience, and strong community engagement.

03



- **Locations:** Headquarters in Santa Fe Springs with satellite offices in Orange County, Corona, Stockton, and Folsom for strong local presence.
- **Expertise:** Proven experience in Electrical, Instrumentation, and Control System installation, delivering reliable, high-quality results.

> Project Management Team

Seyed A. Jamali-Dinan (Seth) Chief Executive Officer



As CEO of LEED Electric, Mr. Jamali Dinan provides visionary leadership that drives the company's continued prominence in the electrical contracting industry. Through the strategic implementation of innovative solutions, integration of advanced technologies, and a strong focus on operational excellence, he has positioned the firm for sustained growth and long-term success. His leadership emphasizes quality, safety, and client satisfaction while fostering a culture of accountability and continuous improvement across the organization.

Mr. Dinan plays a pivotal role in shaping the company's strategic direction, spearheading initiatives in new product development, market expansion, and business diversification. His forward-thinking approach enables LEED Electric to adapt to evolving industry demands, remain competitive in complex project environments, and deliver high-value solutions to clients across both public and private sectors.

He oversees all aspects of company operations, including sales, estimating, project management, accounting, procurement, contract administration, project development, customer relations, and workforce development. Under his guidance, cross-functional teams operate with efficiency and precision, ensuring projects are delivered on time, within budget, and to the highest standards of quality and safety.

With over 18 years of experience in general and electrical contracting, Mr. Dinan brings a deep understanding of construction methodologies, project lifecycle management, and risk mitigation. His ability to identify subtle challenges early and implement strategic, result-driven solutions has been instrumental in the successful execution of complex, large-scale projects. He is known for his analytical mindset, strong leadership presence, and commitment to mentoring and developing high-performing teams.

Mr. Dinan has a bachelor's degree in electrical engineering from the University of Nottingham (UK), earned in 1999, and a Master of Science in Construction Management from the University of Southern California (USC), earned in 2006. Prior to joining LEED Electric, he spent 14 years as a Project Manager with a major U.S. general contractor, where he successfully delivered projects ranging in value from \$32 million to \$225 million. This experience provided him with a robust foundation in managing complex construction programs, coordinating multidisciplinary teams, and maintaining strong client and stakeholder relationships.

Beyond his operational responsibilities, Mr. Dinan is committed to advancing industry best practices, embracing emerging technologies, and promoting sustainable construction methods. His leadership continues to strengthen LEED Electric's reputation as a trusted partner known for excellence, innovation, and integrity.

> Project Management Team

David Gollinger

Division Vice President & Project Manager



David Gollinger joined the LEED Electric Executive Team in March 2024 and oversees Northern and Central California Electrical Operations. In this role, he leads strategic planning, coordination, and project supervision to ensure all work is completed on time, within budget, and to the highest quality standards.

Mr. Gollinger has 20 years of experience as a certified electrician and over 21 years in executive and VP-level management. His largest single electrical project managed was a \$20M retrofit at the San Jose Convention Center. He holds numerous certifications and trainings, including Certified Electrician, Qualified Safety Person, USACE/NAVFAC Quality Control, Asbestos Awareness, Competent Person, Cable Splicing – Raychem, Confined Space Entry, OSHA Lead Abatement, CPR/First Aid, Arc Flash, OSHA 10 & 30, NFPA 70E, Aerial Booms & Platforms, and USACE Quality Control.

Key projects led by Mr. Gollinger include:

- **Upgrade Electrical Distribution Phase 1 – Hickam Air Force Base, Honolulu, HI (U.S. Army Corps of Engineers, Honolulu District, \$7.3M):** Designed and installed a new 46kV electrical duct bank spanning 2.2 miles, constructed a CMU building for 11.5kV substation switchgear, and completed multiple critical outages with minimal impact to U.S. Air Force Pacific Command operations. The project also included a new perimeter wall, fencing, and integration of tie-ins with 2000A buss duct.
- **Install Secondary Electrical Distribution System – AMR, Oahu, HI (U.S. Army Corps of Engineers, Honolulu District, \$7.0M):** Managed installation of a sub-surface secondary electrical distribution system at Aliamanu Military Reservation, including new service laterals between existing MV transformers and distribution panels. Coordinated outages, developed a site-specific safety plan, and ensured compliance with Hawaiian Electric Company (HECO) standards, all while working within occupied military housing areas.

David's expertise combines hands-on electrical experience with executive leadership, enabling him to guide teams effectively, anticipate challenges, and deliver complex projects safely and efficiently.

John Hogan, Division Executive

Mr. Hogan joined LEED Electric in February 2024 as the Division Executive for Los Angeles County area and Special Projects to provide operational oversight for client management, financial and reporting issues, developing corporate policies and procedures and workforce planning and analysis. Mr. Hogan joins our Executive Team, which includes the CEO, CFO, the Division Vice President and Vice President of Sales. Mr. Hogan joins LEI with an Electrical Engineering Degree from Gonzaga University and over 35 years' experience in the construction industry as a Project Manager, Lead Estimator, Project Executive and Division Executive. Project experience includes multiple projects in the transportation industry including over \$400M of work with LAX, the Ports of Los Angeles and Long Beach, the MTA and the Alameda Corridor. Additionally, experience includes multimillion dollar projects for LADWP, Utility Grade Solar, numerous Industrial Water/Wastewater clients including MWD, EMWD, WMWD and others. We look forward to his leadership and mentorship of the younger generation of Electrical Project Managers.

> Project Management Team

Jeffrey Rua, Vice President of Sales

Mr. Rua joins the LEED Estimating Division in November 2023 with over 30 years in the construction industry in local, national, and international markets. Revenue capture with emphasis on heavy, industrial, and commercial electrical construction. Executive leadership: a teacher and mentor, committed to building the next generation of specialty construction professionals.

Javier Prado, Safety Manager

Mr. Javier Prado is a retired U.S. Navy Explosive Safety Officer with nearly 24 years of military service and extensive experience in safety and risk management across construction, utility, and infrastructure projects. He specializes in developing proactive safety programs and implementing effective safety cultures that prevent incidents and support safe project delivery. Mr. Prado's leadership approach combines disciplined military training with practical field experience. He focuses on workforce engagement, safety education, and Human and Organizational Performance (HOP) principles to promote continuous improvement and operational safety. His project experience includes major infrastructure and transportation projects such as the Los Angeles International Airport Automated People Mover, Los Angeles Metro Purple Line Extension, and the Los Angeles Metro D-Line Subway, where he served in senior safety leadership roles. He has also supported utility and commercial construction projects including the Southern California Edison Mesa Substation 500kV Upgrade. Mr. Prado holds several industry-recognized safety certifications including Construction Health & Safety Technician (CHST), Safety Trained Supervisor Construction (STSC), OSHA 500 Authorized Trainer, OSHA 30-Hour, and NFPA 70E Qualified Person. His credentials also include certifications in fall protection, trenching and shoring, confined space awareness, hazard communication, and first aid/CPR/AED instruction.

Cody Engelhardt, Director of Field Operations

Mr. Engelhardt joined the LEED team in July 2020, as our Orange and Riverside County Superintendent. He is a state certified journeyman electrician with over 10 years of experience in the electrical industry. The projects that Mr. Engelhardt has been involved with have ranged from small single-owner operations to Fortune 500 companies. Mr. Engelhardt is a goal-oriented individual with a customer service focus, he thrives in highenergy, fast-paced work environments and enjoys working with others. His background includes all facets of electrical construction from ground up, to tenant improvement projects and service jobs as a journeyman and a foreman electrician. Mr. Engelhardt is extremely organized and adept in keeping records from project tracking to crewmember staffing logistics. Some of the projects Mr. Engelhardt has completed and/or been involved in are Tustin Fire Station #37, Berth 200 PV System, Vista/ Valley Substation Control Building for Southern California Edison, Crafton Hills Pump Station, as well many more, such as Irvine Valley College - Technology Building, B. Braun Pharmaceuticals - Mixing Tank Replacement 2017 & 2018. His qualifications are California State License Number #153070, OSHA 10 & 30, First Aid/CPR trained, Heat Illness, Arc Flash/Energized Work, QSP and Confined Space trained. Mr. Engelhardt is a great leader to our Orange County crew and has been recognized with a promotion most recently in April 2024 to Director of Field Ops. He's a great example to our younger staff that shows how years of hard work can pay off!

> Project Management Team

Gary Van Eede, Division Manager - Special Projects

Mr. Van Eede has 36 years of experience, joining LEED Electric in January 2020. Primarily on industrial projects consisting of Petro/chemical, water/wastewater treatment, heavy manufacturing, internet infrastructure, and TELCOM facilities. He specializes in process control automation and upgrading existing systems and plants. Effective labor management, completing projects on time and under budget, and being orientated toward customer satisfaction are additional strengths. As Superintendent his role is to Manage day-to-day field activities on multiple projects, Detailing and problem-solving design-build projects. Assisting daily in scheduling and planning of projects; Safety and QC ongoing daily; management of field installations and field staffing requirements. His Education and Experience: CSUDH Construction Management, Cerritos College – Structural Welding Technology, Industry Tenure: 35 years, Professional Affiliations: IBEW Local 11, Certifications: State Licensed Electrician No. 109612, City of Los Angeles Certified welder License # P027427, EPRI Level 2 Instrument technician, Attributes Relevant to Water and Wastewater Facilities: Large project Microfiltration and RO membrane experience, Extensive Design-Build experience and Multiple expansion projects successfully completed in operating facilities.

Lisa Jones, Estimator

Joining the LEED Estimating Division in June of 2022, Ms. Jones is tasked with responsibly compiling comprehensive bid packages for public and private projects of all ranges resulting in profitable accurately budgeted projects. Ms. Jones comes to our team as an IBEW/NECA Trained Member since 1996. She has been serving our industry trade for over 25 years with union quality experience from being a State Certified Electrician to supporting nearly all operational roles within the office including: Emergency Service, Material Procurement, Project Management, and Estimating. Her combined field and office experience lends itself to familiarity with a vast array of environments including OSHPD & Healthcare Pharmaceuticals, Laboratory & Educational facilities, Data Centers, Port Shipping Container & Rail yards, Water Treatment, Commercial & Retail facilities, Residential Custom & Multi housing units, Vehicle charging, Solar, & even Traffic divisions. Ms. Jones is dedicated to furthering her electrical career with LEED Electric Inc. for many years to come proudly serving alongside our partners in the industry building our future with accurate bidding practices and great customer relations

> Project Management Team

Israel Leyva, IBEW Certified Electrician: Superintendent, Orange County

Mr. Leyva joined LEED in August 2021 as a General Foreman Electrician at the onslaught of LEED being awarded several OCSAN Projects. Mr. Leyva has over 18 years of experience in the Electrical Industry. He has extensive experience with job supervision and the installation of Distribution Gear and Process Control Systems. His duties include project supervision, safety coordination, calibration, documentation, database maintenance, and start-up. Mr. Leyva completed Electrical Apprenticeship, Local 441 – Orange, CA and previously worked 17 years with KDC Systems before joining the LEED Electric team. Some of the projects he has completed during that 18-year career are listed below:

Orange County Water District

Application: Water Treatment | Control System: Delta V | Tasks: Instrument Technician for installation and calibration of 8,000 I/O points. Installed and commissioned over 100 control panels.

Orange County Sanitation District

Application: Wastewater Treatment | Control System: AB PLC | Task: Calibration and Startup of Instruments and Controls of Headworks Odor Control project.

Crafton Hills Pump Station Expansion

Application: DWR Water Pump Station | The East Branch Extension Phase II project for the Department of Water Resources includes the coordination and construction of a Pump Station, Office Building, and Storage Building. Installation of a 115KV switch yard, 5KV synchronous and induction motors, 5KV busduct, 5KV and 480V VFD, motor control, low voltage motor controls, 48VDC system, SCADA, FOC communications infrastructure, fire alarm, and security.

Mr. Leyva possesses several training courses and certifications as a Certified Electrician in the State of California, those are: State of California Licensed Electrician, Certified Photovoltaic Installer, Confined Space Entry Certified, Arc Flash Certified, OSHA 10, OSHA 30 and CPR/First Aid trained. It's great to have Mr. Leyva on the team working on our high-profile projects as well as training and mentoring younger Orange County Union Electrical Apprentices.

Kevin Schwab, Division Manager – Inland Empire

Mr. Schwab started at LEED Electric in April 2019 and comes to us with over 40 years of experience in the Electrical Industry, some of his qualifications are noted in the latter of this statement following his career history, and He has been in past positions as Division Management and Business Development, Estimating, Purchasing Cost Management, and Logistics. Mr. Schwab supports the company as senior project manager bringing management level support to division personnel including estimators, project managers and superintendents, as well as interface with other trades for Electrical systems installations; Water/Wastewater, Oil and Gas, Underground Utility, Utility Grade Solar, Electrical Systems Infrastructure. Provide management level support to division personnel including staff management and training. Some of the projects Mr. Schwab has completed as Project Manager are: Los Alamitos High School Infrastructure Upgrade \$ 10.5 Million, LA BCA DC Tillman Power Upgrade \$ 7.7 Million Prime Contract MV Service and Infrastructure, OCSD P2 Demolition and UPS System Upgrade \$4.8 Million, LACSD San Jose Creek \$ 1.8 Million Sodium Hypochloride Upgrade, City of Torrance Amie Basin \$485,000 Flood Control Upgrade, LACSD Carson UV Demonstration Service Upgrade Prime \$585,000 and EBX II Craton Hills Pump Station Upgrade \$ 10.8 Million. As evidenced by his many years of successful employment in the industry and extensive training which includes IBEW Local 11 Member, Accubid, Primavera OSHA 30, TWIC Certified, Master/JW Electrician Certification and possessing his own C-10 Electrical Contractors License, he brings skilled professional abilities in multiple fields of performance to each project. As a manager, he has the interpersonal skills needed to lead and direct others, while maintaining the integrity and timing of the overall project.

> Project Management Team

Michael Gomez, Division Manager, Orange County

Mr. Gomez has more than 15 years of experience to his current role. Mr. Gomez joined LEED in July 2021 and was off and running. He has performed many functions in the industry, attaining a foundation in the field as an electrician, and leading roles as Project Engineer, Assistant Project Manager and Project Manager. Mr. Gomez actively participates in project bids, project development, managing schedules and discerningly managing project deliverables. His responsibilities entail initiating projects, project planning, executing, monitoring, and controlling, and the successful projects close-out. He has a bachelor's degree in electrical engineering and holds a General Electrician license. He is proficient in Bluebeam, Accubid and Microsoft office. Some of Mr. Gomez's completed projects are as follows:

Los Angeles Federal Courthouse, MCAGRCC – Generator Upgrade

Orange County Sanitation District P2-110,

LACSD JWPCP Power Service for the Advance Water Treatment Demonstration Facility.

He is currently the Project Manager for the OCSAN P2 A – Side Primary Clarifiers Replacement project and several of LEED's other OCSAN Projects, while working onsite right at the plant in a LEED owned job trailer.

Toby Moore, Division Director - Ports

Toby C. Moore is a seasoned Project Executive with over 43 years of experience in the electrical trade, including more than three decades at KDC, Inc./Dynalectric Co. He has built a career progressing from electrician to senior leadership, overseeing major commercial, industrial, public infrastructure, and transportation projects. His expertise spans electrical installations, medium-voltage distribution, controls, shore power systems, and intermodal rail systems.

Toby is highly skilled in managing budgets, schedules, and multidisciplinary teams while maintaining strict adherence to safety and regulatory standards. He holds multiple certifications, including a California electrician license and OSHA safety credentials, and brings a hands-on, solutions-driven approach to every project. Notable Projects Toby has worked on include:

LA Convention Center Expansion – Led electrical integration for a major facility upgrade.

Hollywood Bowl Renovation – Upgraded infrastructure and lighting systems.

LA Metro Red Line – Normandie Station – Delivered reliable electrical systems for public transit.

911 Long Beach Emergency Call Center – Installed mission-critical and backup power systems.

Hyperion & Carson Water Treatment Plants – Oversaw high-voltage system installations.

Oil Refinery Projects – Conducted electrical upgrades and maintenance across various sites.

Port of LA & Port of Long Beach (Projects ranging \$210K–\$46M) – Led major infrastructure upgrades including:

Shore Power Systems, EV Charging Infrastructure, High Mast Lighting, Electric Locomotive Chargers, Crane Raising & Battery Exchange Systems, Harmonic Mitigation. Intermodal Railyard Systems with TIMS, derail, and switching machines

Nacho Rodriguez, Senior Project Manager

Mr. Rodriguez has been in the construction industry for over 25 years. He started his career in 1997 working as a Project Engineer for Gueno Development Inc. In 2002, he started working for Environmental Construction as a Project Engineer/Project Manager. In 2013, he began working with Green Building Corp as a Project Manager, and in 2022, Mr. Rodriguez joined LEED Electric as a Senior Project Manager. Mr. Rodriguez extensive construction background experience includes processing, submitting, and tracking RFI's, Change Orders, Submittals, material buyout and procurement. In addition, he prepares monthly billings, negotiates change orders, and performs as the lead role on projects, as the direct liaison between owners, clients, and subcontractors to ensure delivery of the project from inception to completion, on time on budget and safely. Mr. Rodriguez Educational and Technical Background includes BA in Management, Project Management Certification, OSHA 30 Hour Course, Qualified Storm water Practitioner (QSP), Certified Erosion, Sediment and Storm Water Inspector (CESSWI), Confined Space Certification.

> Project Management Team

Antonio Bracamontes, Senior Project Manager

Mr. Bracamontes joined LEED Electric in August 2015, but he has over 18+ years' experience in the Industrial Electrical Project Management Field specializing in water and wastewater treatment facilities construction management. Mr. Bracamontes is currently working as a Project Manager for LEI on several of its current projects and has also managed several industrial water/wastewater projects in the past, some of which include:

City of Cypress Department of Public Works, Myra Ave. Pump Station No. 2 Reconstruction, worked as a Project Manager, interfacing with the Owner and General Contractor to coordinate the installation of a new Motor Control Center, VFDs, Pumps, a SCADA System and backup generator at a 45-year-old pump station rehabilitation to prepare for the 100-year flood.

Irvine Ranch Water District, Orchard Hills (PA1) ILP Turnout, worked as a Project Manager to coordinate and oversee the installation of flow meters, pressure transmitters, an antenna mast, site lighting and electrical conduit and wiring for the new station for the water district.

Irvine Ranch Water District, Zone 3 to 4 Domestic Water PRV Site Northwood Reservoir, worked as a Project Manager to oversee the field construction of the PRV station for the water district. Coordinated the installation of new MOV's, a service pedestal, pumps, and instrumentation. Mr. Bracamontes has a Bachelor of Science in Electrical Engineering, emphasizing in Communication from the California State Polytechnic University, Pomona. Prior to joining LEED Electric, Mr. Bracamontes worked as a Project Manager for over 13 years for another local contractor, Beard Electric, in Santa Fe Springs and for 2 years worked as an Electrical Systems Engineer with Trams International, Inc. before joining the LEED Electric team.

Samer Al Sibai, Project Manager

Samer joined the LEED Electric Team in March 2023, bringing with him several years of experience in Construction and Project Management; with a Bachelor of Science in Electrical Engineering from Homs State University, he has over 18 years of experience working on industrial and commercial projects across the USA and UAE. He started his career in Dubai / UAE with Omega Engineering PJSC, where he contributed to the completion of four different Skyrise buildings at the Jumeirah Lakes Towers. He then transitioned to Drake & Scull International PJSC, overseeing the Emirates Mall Expansion Project and Sahara Mall Expansion Project. Upon relocating to the USA, he further honed his skills with Neal Electric, working on multiple industrial projects like Terminal Island Water Reclamation Plant, Long Beach Pump Station, and LA METRO, before joining Helix Electric, where he contributed to projects such as LAX Airport Midfield Satellite Concourse (MSC) North Project and the Amazon LAX35 Building Project. Samer's role includes a wide range of responsibilities, within construction projects; these include a review of specifications and drawings, diligent monitoring and management of construction progress, and the financial aspects of the project. Additionally, he actively participates in the final testing and commissioning process, ensuring smooth project execution within designated budgets and timelines. He has experience in various project management tools and platforms such as PlanGrid, Bluebeam, AutoCAD, Navisworks Freedom, CMiC, Oracle Textura, Accubid ChangeOrder, Procore, Spectrum Construction, Aconex, Kahua, Job Walk, and VEO HQ. We are happy to have Samer on our team and look forward to a great future, currently he is managing several projects in Orange County, most importantly a PRIME Bid for LEED for the City of Garden Grove SCADA Master Plan Implementation.

> Project Management Team



Kirk Crossman – Civil Project Manager

Kirk Crossman brings over **45 years of construction industry experience** managing complex federal, state, and municipal projects from design through construction, testing, and commissioning. He has extensive experience overseeing multi-discipline teams, coordinating subcontractors, and ensuring projects meet contract requirements, schedules, and regulatory standards.

Mr. Crossman has successfully delivered numerous **large-scale design-build and design-bid-build projects valued up to \$36 million**, including work for the **U.S. Department of Veterans Affairs, GSA, NAVFAC, CDCR, and municipal agencies**. His experience includes **medical facilities, correctional institutions, federal buildings, utilities infrastructure, and educational facilities**, often in operational or high-security environments. Currently, Mr. Crossman serves as **Project Manager for the \$33 million El Estero Water Resource Center Electrical Distribution Renewal Project** for the City of Santa Barbara, managing the complete replacement of the electrical distribution system within a fully operational wastewater treatment facility. His project leadership includes the **\$35 million VA West Los Angeles Kitchen Replacement Project**, the **\$32 million Salinas Valley State Prison Health Care Facility Improvement Program**, and multiple **NAVFAC projects on San Clemente Island**, where he served in project management, superintendent, and Construction Quality Control Manager roles. Mr. Crossman holds a **Certificate in Construction Management from Cal Poly Pomona**, maintains **California Contractor Licenses (A and B)**, and is certified in **USACE/NAVFAC Construction Quality Management, OSHA 30-Hour Construction, and First Aid/CPR**. He is highly proficient in project management tools including **Procore, Bluebeam, MS Project, and Adobe Acrobat**, and has a strong background in contract administration, construction methods, and regulatory compliance.

Karen Ankenbauer, Assistant Project Manager

Ms. Ankenbauer has been in the electrical construction industry since 1999, starting at a small shop in the Los Angeles area (Angeles Electric) that mainly did TI and commercial work in the LA and Long Beach areas. She joined LEED Electric's Project Management Team in April of 2020 as Assistant Project Manager working under Michael Sanchez, a longtime friend and mentor and Sr. PM's like Paul Bergeron. Some of the project highlights at Angeles Electric were the: Marion Davie Rehab and Reuse project in Santa Monica, Solar project at Burbank Airport and four floors at the Doctor's Hospital project. Some of Ms. Ankenbauer's responsibilities at Angeles included (not limited to): Billing, Collections, Completing Prequalification's, Preliminary Notices (and tracking 30, 60, 90 days after final labor so we didn't lose our lien rights), T&M pricing and billing, Change Order processing and updating SOV's for billing. From Angeles Electric Ms. Ankenbauer went to Doty Bros. where her primary functions were Bid Coordination, Job Walks, Some Estimating, submittals, and following through on contract documents, some projects were the Morris Dam, Oxnard Advanced Water Purification Plant, and Weymouth MWD. From Doty Bros. Ms. Ankenbauer went to Neal Electric where she focused on change orders, billing, collections, assisting the division manager, Prequals, PLA documents, writing subcontracts and major PO's following through with the PLA documents for compliance, bid advertisements, and office facilities. Some of the highlight projects at Neal were the Haynes Power Plant, Long Beach Pumping Plant, & San Jose Creek. After Neal Electric Ms. Ankenbauer went to A-C Electric as a Project Assistant where she did everything from contract routing, PLA documents, submittals, change orders, RFI's, job walks, pre-job orientation meetings, bid/contract scope reviews with the PM's, major PO buyout reviews, billing, collections, assisting PM's with their projections. Some of the project highlights were the Jockey Pump at Port Hueneme, Roosevelt High School (LAUSD), Santa Ana Jr. College Student Center. Programs: Textura & Procore License: Notary, Completed: Basic Estimating at LA NECA.

> Project Management Team

Patrick Causey, Senior Project Manager

Joining the LEED Electric team in February 2025, he comes to us with extensive experience of over 24 years in the water and wastewater industry, having begun his career with TIC, a Kiewit Company, Mr. Causey quickly advanced from Foreman to Superintendent, to Construction Manager and Project Manager. He has overseen projects out of TIC's local office, guiding teams toward planned safety, quality, productivity and financial goals on construction projects. With recognized leadership and management skills, he helps train new staff personnel and plan, organize and solve problems on multiple construction projects. In a position of responsibility for multiple projects, in his previous roles Mr. Causey set standards of excellence in leadership, safety, quality, and productivity and communicates and enforces the company's policies and practices on his projects and we look forward to him carrying on with that quality with LEED for many years to come. Some previous projects completed are:

- **Project Superintendent, Vulcan - Hewitt Groundwater Treatment Plant, North Hollywood, California** Patrick coordinates and manages field operations, including the planning and scheduling of salaried engineers, craft employees, subcontractors, and suppliers on this project that builds a new plant that treats contaminated water from eight groundwater extraction wells capable of capturing contaminated groundwater in a shallow A- Zone aquifer underlying the site. Treated water is returned to a deeper Bzone aquifer by way of twelve injection wells, with a goal of efficiency and cost effectively extracting and reinjecting 460 gallons per-minute (GPM). The project is among the first of many groundwater remediation projects being undertaken to remove widespread contamination and restore beneficial use of the 175-square-mile San Fernando Basin. It is set for completion in early November 2020.
- **Project Manager, Edward C. Little Water Recycling Facility Clean-in-Place Waste Discharge, El Segundo, California** as the highest-level manager on site, Patrick held authority for all decisions on the project and oversaw operations including performance in safety, quality, engineering, construction, environmental protection, productivity and startup. The project built a clean-in-place neutralization and discharge system including micro-filtration and reverse-osmosis treatment. The scope included demolition of a solids contact clarifier tank and installation of two CIP neutralization tanks and a reverse-osmosis CIP waste sump, along with modifications to existing systems.
- **Project Manager, DC Tillman WRP Screw Pump Installation, City of Los Angeles, Van Nuys, CA** As Project Manager, Patrick oversaw all project operations and activities as well as subcontracting results and startup on this project to modify the ventilation system at an existing headworks building site. Scope included removing and recycling eight existing screw-pump bearings; repairing and form concrete troughs and installing stainless steel trough liners and stainless-steel profile plates; replacing four gearboxes, four motors, and two motor starters; installing condition sensors on all eight screw pump assemblies. Additionally, new supply fans, windows/louvers, compressed air, water spray systems, and FRP covers were installed.

With over 24 years' experience Mr. Causey has acquired these training courses and certs: Certified California Electrician, Arc Hazard Analysis instructor, DOT Pipeline A/O Certs, NCCER Pipe Certified, Safety Leadership Academy, Leadership Seminar, Field Management Academy, Operations Management, Superintendent's Ops. School, Field Supervisor School and Crane Safety, Lift Plan.

> Project Management Team

Jake Viramontes, Project Manager – Special Projects

Mr. Viramontes joined the LEED Electric Team in August 2024 with 27 years in the electrical industry. His experience includes complex conveyor systems, lighting systems, complete electrical distribution systems, process control, industrial control, & building automation. Mr. Viramontes previously worked 22 years with KDC Systems (formerly Dynalectric Los Angeles) as a General Foreman Electrician, Project Manager, and Estimator before joining the LEED Electric Team. His qualifications are California State Electrician License, OSHA 10 & 30, Arc Flash/energized work trained, Qualified Safety Person, Lock Out/Tag Out trained, Confined Space trained, and Forklift Operator instructor. Some of the projects he has supervised/managed are listed below: Disney California Adventure World of Color / Show Lighting Disney California Adventure Pizza, Burger, Goofy / Theme Park Ride and Show Lighting LAX Central Utility Plant Upgrade / Cogeneration and HVAC Control System Time Warner Company Garden Grove / Electrical Distribution System Golden State Foods / Conveyor Systems and Various Process and Industrial Control LAMTA Southwest Yard / Electric Train Storage and Maintenance Yard LAMTA Crenshaw/LAX Corridor / Underground Railway Station Evonik - DCS Migration / DCS CPU and I/O Card Facility Wide Upgrade Adventure Park Multi Benefit Stormwater Capture / Electrical Distribution System & Industrial Control Scholl Canyon Landfill Stormwater Management / Electrical Distribution System & Industrial Control

Sepehr Fanaeian, Project Manager

Mr. Sepehr Fanaeian has been with LEED Electric since August 2017. He has 9 years of experience in the Electrical and Control Engineering field. He worked for 5 years with Science Instrument Co. in Baltimore, Maryland as well as overseas in Haifa, Israel at the Baha'i World Centre in the Engineering Department - Electrical/Control Engineering Management Team for more than 4 years of his stay there. He has extensive experience of electrical system projects and upgrading of control and security systems. Mr. Sepehr Fanaeian has a Bachelor of Science in Electrical Engineering Degree, with Electronics Minor from BIHE – online University in Tehran, Iran, and he continued his post-baccalaureate at the University of Maryland – UMBC. Mr. Fanaeian is responsible for the production of project submittals, from generation to approval and tracking these documents, field RFI's, and supporting the Project Manager, Superintendent and Field Foreman, attending meetings, generating schedules and tracking materials and gear to ensure on-time delivery.

Jason Milne, Office Engineer

Mr. Milne graduated from Cal Poly, San Luis Obispo with a Bachelor of Science in Electrical Engineering with several classes centered around power systems. He has gained knowledge through several projects throughout the course of his college education including partnering with Siemens to build and grow the automation curriculum provided at Cal Poly by creating a class that teaches students the basics of programming PLC's, HMI's and VFD simulation. Mr. Milne interned with LEED on two separate occasions where he worked closely with several project engineers and project managers to learn about the industry and field of work. After graduating, he began working full time with LEED in July 2023 as a Project Engineer where he handles responsibilities including material procurement, submittals, RFI's, change orders, etc. under the supervision of LEED's Senior Project Management Team. Mr. Milne has a great career and several advancement opportunities in his future

> Project Management Team



Dineth Francis, Assistant Project Manager:

Mr. Francis joined the LEED Electric team in April 2021 possessing a strong education, with a Bachelor of Science in Electrical Engineering emphasis on power systems, from California State University Long Beach, with experience and skills that consist of: Proficient in MS Office, Bluebeam Revu, AutoCAD, Revit, Electrical Circuit & Power Systems Analysis, Basics of C++ Programming, Matlab, VHDL, PLCs, Power world and Accubid as well as OSHA-30 certified. Mr. Dineth plans to apply his technical knowledge, analytical skills, and achieve hands-on experience in a leading organization while expanding his electrical design knowledge and workplace competency through continuous research and training. Additionally, his previous job facilitated in him being committed to quality, continuous improvement, and the ability to function effectively as a member of a team with the highest professional and ethical standards. He comes to us with skills as an Electrical Design Engineer utilizing Revit for design assistance & design-build managing multiple subcontractors, coordination of trades, reviewing title 24 Building code and National Electrical Code.

Abdel Hamid, Project Manager

Mr. Hamid joins the LEED Electric Project Management Team in October 2020, possessing a strong education Bachelor of Science in Electrical Power Engineering Technology, University of Houston College of Technology, with experience and skills that consist of: Proficient in MS Office, Bluebeam Revu, AutoCAD, Electrical Circuit & Power Systems Analysis, Basics of C++ Programming, Matlab, MIPS, VHDL, PLCs, Altium Designer, AutoCAD, SAP and Accubid. He plans to apply his technical knowledge, analytical skills, and achieve hands-on experience in a leading organization while expanding his electrical design knowledge and workplace competency through continuous research and training. Additionally, his previous job facilitated in him being committed to quality, continuous improvement, and the ability to function effectively as a member of a team with the highest professional and ethical standards. He comes to us with skills as a Project Engineer managing multiple low voltage subcontractors, submittal processing, RFI's, coordination of trades, Oversee QA/QC procedures for low voltage systems and experience assisting with change orders and negotiations for added scope.

Kathi Obole, Senior Project Manager

Mrs. Obole joined LEED Electric in June 2025 as a Senior Project Manager, bringing over 20+ years of experience. She is a highly skilled, results-driven project manager known for delivering projects on time and under budget while maintaining excellent customer service. She brings a strategic and innovative approach to our project management team here at LEED Electric, leveraging technology, vendor relationships, and team leadership. Her expertise includes Document control, Budget administration, Contingency planning, Stakeholder and client communication, Strategic planning and resource management. Kathi has worked on various large projects including Long Beach Airport Terminal Improvements – \$26M ticketing and baggage claim renovations. LAX Terminals 4/5 Modernization (American Airlines) – \$1.6M project for the two busiest terminals. Delta Maintenance Hangar (LAX) – \$3.4M hangar for Boeing 777 and smaller aircraft. Bob Hope USO (LAX) – \$1.55M construction of a 7,100 sq. ft. USO facility. LAX Terminal 2 Infrastructure – \$33M+ upgrade to 150,000 sq. ft. of infrastructure and systems. Lincoln Place Redevelopment – \$14M project with rehabilitation and new construction of apartment units. Los Angeles Dodgers Stadium Renovation – \$60M fast-tracked renovation in 6 months. MWD Diemer Filtration Plant – Electrical systems installation across multiple plant facilities. Kathi is recognized for her strong analytical skills, problem-solving capabilities, and leadership in complex, high-value construction and infrastructure projects.

> Project Management Team

Cindy Roman, Assistant Project Manager

Mrs. Roman joined LEED Electric in August 2021 and currently serves as an Assistant Project Manager for the Port Division, reporting to Toby C. Moore. She supports a growing portfolio of projects at the Port of Long Beach and the Port of Los Angeles.

Mrs. Roman brings extensive experience supporting complex electrical construction projects ranging from \$18 million to \$32 million. Her background includes managing Time & Materials (T&M) processing and auditing for a \$13 million contract at the Jet Propulsion Laboratory, where she was responsible for change order administration, Schedule of Values (SOV) updates, and billing coordination.

Her expertise encompasses comprehensive project administration and document control, including contract billings, submittals, procurement coordination, project access compliance, field timecard management, general contractor daily reports, safety documentation, and overall project documentation oversight. She ensures accuracy, timeliness, and full compliance with project and contractual requirements. In addition to her technical and administrative capabilities, Mrs. Roman excels in customer communications and fostering strong business relationships. She maintains professional, responsive communication with clients, subcontractors, vendors, and internal teams to ensure alignment, transparency, and successful project delivery. Her proactive approach and attention to detail contribute to maintaining positive working relationships and supporting long-term client partnerships. Mrs. Roman is proficient in Procore and Microsoft Office and has completed Basic Project Management coursework through NECA.

Jordy Borquez, Junior Estimator

Jordy Borquez joined LEED Electric in January 2025 as a Project Engineer, bringing a solid background in public infrastructure and specialized experience with electrical systems for water and wastewater treatment facilities. In his role at LEED Electric, Jordy supports project delivery through the management of RFIs and submittals, material procurement, schedule tracking, and coordination with field teams. Prior to joining LEED, Jordy completed a one-year internship at a UL508A-certified panel shop while pursuing his degree, where he gained valuable hands-on experience in control panel design, loop drawing development, and support for factory acceptance testing and commissioning. Jordy also brings four years of field experience as an electrician in the oil and gas industry, which provided him with a practical and in-depth understanding of complex industrial electrical systems. He holds a Bachelor of Science in Electrical Engineering from the Southern California Institute of Technology in Anaheim and is proficient in AutoCAD, Bluebeam, and Microsoft Office.

Elias Saliba, Project Engineer

Mr. Saliba earned his Bachelor of Science in Mechanical Engineering, with a concentration in manufacturing, from California Polytechnic State University, San Luis Obispo. Throughout his academic career, he took on leadership roles in a variety of engineering projects, where he strengthened his abilities in collaboration, problem-solving, and technical communication. These experiences provided a strong foundation for managing complex assignments, coordinating with diverse teams, and driving projects toward successful completion.

Mr. Saliba joined the LEED Electric Project Management Team in July 2024, initially working in the field to gain hands-on experience with project execution and site operations. This field exposure has given him a practical understanding of construction workflows, safety requirements, and coordination between trades, enhancing his ability to support projects from both a technical and operational perspective. In his current role, Mr. Saliba applies his engineering knowledge and organizational skills to effectively manage submittals, Requests for Information (RFIs), and change order processes. He works closely with project managers, field teams, and clients to ensure timely communication, accurate documentation, and alignment with project specifications and schedules. His attention to detail and proactive approach help streamline processes and support overall project efficiency. With a combination of academic leadership, field experience, and technical expertise, Mr. Saliba continues to be a valuable asset to the LEED Electric team, contributing to the successful delivery of high-quality projects.

> Project Management Team

Salman Mogammad Abdul, Project Engineer

Mr. Salman Mohammad Abdul joined the LEED Electric Project Management Team in August 2024 as a Project Engineer. He holds a Master of Science in Civil Engineering with a focus on Construction Management from California State University, Long Beach, where he contributed to research on sustainable infrastructure and predictive modeling for water systems. With a strong background in civil and electrical engineering, Salman specializes in pre-construction planning, electrical specifications, cost control, scheduling, and technical problem-solving. He is proficient in industry-leading software, including Procore, Primavera P6, AutoCAD, Bluebeam, Revit, ArcGIS, Accubid, GEO5, Staad Pro, and Microsoft Office tools such as Excel Templates for advanced project tracking and reporting. Prior to joining LEED Electric, Salman managed large-scale residential and commercial projects valued at over \$85 million as a Project Engineer with ITNOA Constructions Builders & Developers in India. His expertise includes optimizing workflows, coordinating trade partners, conducting safety and quality reviews, and streamlining processes. At LEED Electric, Salman plays a key role in managing submittals, RFIs, material procurement, change orders, and closeout documentation while bridging field operations and office requirements. Certified in OSHA 30 Construction Industry, CPR + First Aid, and Procore (Engineer, Estimator, Student), Salman combines his technical knowledge, proficiency in advanced tools, and collaborative approach to deliver efficient workflows and high-quality results, making him an asset to LEED Electric and its projects.

Robert Crowley, General Foreman

Robert Crowley is a seasoned electrical construction professional with over two decades of experience in project supervision, electrical systems management, and safety compliance. Currently serving as a General Foreman at Leed Electric, Robert leads complex electrical installation and maintenance projects, ensuring strict adherence to safety standards, quality control measures, and project timelines. Throughout his career, Robert has demonstrated a strong ability to optimize workflow efficiency, coordinate multidisciplinary teams, and deliver high-quality project outcomes. He is highly skilled in blueprint interpretation, troubleshooting, and managing field operations, with a proven track record of successfully supervising crews, training personnel, and maintaining productive, safety-focused work environments. Prior to his current role, Robert spent over a decade as an Electrical General Foreman at Elecnor Belco, where he oversaw large-scale electrical installations, collaborated closely with project managers and stakeholders, and led efforts to resolve complex technical challenges. His leadership was instrumental in aligning project execution with timelines, budgets, and regulatory requirements. A state-certified electrician, Robert completed his apprenticeship through the Orange County Training Trust and has continuously advanced his expertise in the field. His commitment to excellence has been recognized with multiple NECA Project Excellence Awards, including honors in 2024 and 2025 for standout project performance. Known for his strong communication skills, leadership, and dedication to safety and quality, Robert Crowley brings a results-driven approach to every project, consistently contributing to operational success and client satisfaction.

Norman Hubbard, IBEW Certified Electrician, General Foreman Electrician, Superintendent

Mr. Hubbard has over 29 years of Electrical Experience, starting his Union Electrical Apprenticeship in 1996 after returning home from the Navy. Mr. Hubbard joins LEED Electric in February 2025 as a Superintendent for one of LEED's largest projects in the City of Santa Barbara. His related trainings and coursework are, OSHA 30 certification, OSHA 10 certification, Competent Person Certification, G4 NFPA 70E Electrical PPE, Elevated Work Platform, Aerial Devices, Boom and Scissor Lift Devices, Hilti Certification, Confined Spaces Certification, CPR and First Aid Certified, 3M 21KV splicing certification, Qualified Person Electrical Safety. As a General Foreman Mr. Hubbard has managed Sub-Contractors and oversaw manpower in Industrial, Commercial and Tenant Improvement settings along with material management, scheduling and coordination to ensure safety and completion of projects in a timely and profitable manner. Mr. Hubbard has completed new installation of lighting controls, motor controls, installed underground PVC, GRC, OCAL stainless steel, aluminum, EMT conduits, and troubleshooting of all systems critical to pipeline operations for EXXON MOBIL at various locations Including Cerritos, Vernon Terminal, Torrance Meters, Southwest Terminal, San Pedro and Atwood Truck Rack. Foreman for projects at Boing, Kaiser, Miller Brewing, Northrup Grumman and 11 CDCR facilities

> Project Management Team

Ramon Villanueva, IBEW Certified Electrician: General Foreman Electrician

Mr. Villanueva joined us in September of 2022, starting as a General Foreman, Mr. Villanueva has 12 years of experience. Primarily on industrial projects consisting of water/wastewater treatment, SCADA upgrades. He has strong attributes in process controls, trouble shooting, conduit installation above and underground, setting and installing MCC's, VFD's, Switch Gear. He is also trained in First Aid, CPR, and Confined Space and can also operate several different types of construction equipment. While here at LEED Mr. Villanueva has already overseen several projects which are, LACSD Valencia AWTF \$6,435,874, LACSD Outfall \$2,487,000, Santa Monica Olympic Wellfield 8,9,10i \$1,239,440, TIWRP Digester Insulation Replacement \$1,057,000 and TIWRP Final Tank Skimmer System Upgrade \$870,750, to just name a few, he's a great communicator, he's organized, he's a great problem solver, troubleshooter and possess the management skills necessary to train and mentor new staff and electricians on this water/wastewater industry. The key roles Mr. Villanueva has been in, September 2022 Manage the day-to-day field activities of large crew, assisting daily in scheduling and planning for project, safety and ongoing daily, management of field installation and field staffing requirements.

Sean Eagle, IBEW Certified Electrician: General Foreman Electrician

Mr. Eagle joined LEED Electric a few years back and has been a Union Electrician since 2011 with Orange County IBEW Local 441. His education began at Brooks College where he received his associate's degree in Programming and Networking. Shortly after he began his electrical education with the union where he became a State Licensed Electrician. Mr. Eagle also has several certifications, those in CPR and first aid, High Reach Forklift, and Hilti Powder Actuated Gun. His job responsibilities in the past have included, Chapman University, Mary Pickford Theater, Fox Studios, solar in Huntington Beach Civic Center, utility yard and library, solar at George F Bailey Detention in Chula Vista, solar at Kaiser in Yorba Linda and solar in schools, new construction High Rise buildings in Fashion Island and Irvine, commercial Tenant Improvements, and multiple parking structures. Mr. Eagle joined LEED Electric in 2017 as a 5th year apprentice; after graduating the apprenticeship he was promoted to Foreman officially in September 2018. He has lead projects at Mid-Basin, Orange County Water District, and Temescal Valley Water District Water Reclamation Plant Phase IV Expansion as well as assisted at Mesa Well Automation, Mesa Water District, City of Santa Ana and Seal Beach. Mr. Eagle is currently leading the Yorba Linda Water District HQ PFAS Water Treatment Plant located in Yorba Linda for the Orange County Water District to successful completion.

Ron Ellard, IBEW Certified Electrician: Foreman Electrician

Mr. Ellard was hired on in December 2020 and Certified IBEW electrician with 21 years with a total of 38 years in the industry, and 28 years of leadership experience. Experience supervising crews and projects from start to finish in a timely and budget conscientious manner. Mr. Ellard has worked for Morrow-Meadows for 2 years and Cadri Electric for 17 years before coming to LEED, and prior to joining the electrical union, he worked for 17 years as an apprentice, journeyman, and foreman. While working for Subsurface Electric he installed, maintenance and repaired underground electrical for mobile home parks throughout Southern California. While working for Snyder Electric he did custom homes as well as commercial and industrial electrical work. Mr. Ellard has completed the US Navy Graving Dock Retrofit most recently for us which is a \$3.9 million-dollar Electrical Retro to one of the Navy's Dry Docks in its San Diego Port, his expertise and experience has helped completed this project in 2022 under budget and on time under the strict time constraints of the incoming Navy vessel.

> Project Management Team



Steven Miranda, IBEW Certified Electrician, General Foreman Electrician, Superintendent

Mr. Miranda stated with LEED in October 2021 at the very start of LEED's success as a General Foreman. He served as General Foreman for about 15 projects, where he oversaw the budget, planning, coordination, and labor management for all those projects. Supervising 7 Foreman, 3 Journeyman, 8 apprentices. Participate in job walks and provide cost allocation, projections, budget cost for new project bids and change directives. Utilize my training and expertise to train subordinate staff to install, maintain and repair medium-to-high voltage electrical equipment. Supervise the schedule, budget, manpower and project. Coordinate all events, budget, progress, scheduling with client, vendors, utility companies and other trades. Prepare reports for budget, scheduling, labor hours, production, and material. Utilize standard and specialized electrical equipment to perform routine and specialized electrical repairs and maintenance. Install electrical equipment per the National Electrical Code. Ensure CAL OSHA safety standards are practiced and met on the job site to reduce risk and liability. Oversee day-to-day operations of job sites. Work directly with the Superintendent. Some of the projects he's been involved in overseeing and completing are C20-001 Caltrans Replace drainage pumping equipment (\$1,957,000.00) Responsible for the Caltrans projects to upgrade 9 pump station, Replacing existing Motor control centers. Start up and troubleshooting of 9 pump stations verifying full automation of plants. Coordinate all events, budget, progress, scheduling with client, vendors, utility companies and other trades. Install electrical equipment per the National Electrical Code. Ensure CAL OSHA safety standards are practiced and met on the job site to reduce risk and liability. Oversee day-to-day operations of job sites. Work directly with the Superintendent 16-026 WRD GRIP (\$10,836,306.00). Responsible for setting gear in the electrical room for the GRIP project. Maintaining work schedule and completing tasks in a sufficient manner. Install electrical equipment per the National Electrical Code. Ensure CAL OSHA safety standards are practiced and met on the job site to reduce risk and liability.

Jason Brennan – General Foreman

Mr. Jason Brennan is a General Foreman with over 32 years of experience in the construction industry, specializing in electrical installations, power distribution systems, automated controls, and large-scale industrial and marine infrastructure projects. He provides field leadership including project supervision, scheduling, manpower coordination, subcontractor oversight, and system testing and commissioning. Mr. Brennan has extensive experience supporting major port and infrastructure projects, including work at the Port of Long Beach and Port of Los Angeles involving electrical infrastructure, substations, crane electrical systems, and power distribution upgrades. His background includes managing complex electrical installations, underground utilities, and high-capacity systems while maintaining safety, quality, and schedule performance. He completed the IBEW NJATC Inside Wireman Apprenticeship and holds certifications including OSHA 10 and OSHA 30, California State Certified Electrician, and Arc Flash Training.

Gabriela Saldana, Project Manager

Gabriela Saldana is a Construction Project Manager with experience delivering design-build, design-assist, and hard-bid projects across commercial, civic, and industrial sectors. She has strong expertise in cost control, procurement, scheduling, and subcontractor coordination, with a proven ability to manage documentation, resolve field issues, and maintain contract compliance. Currently with Leed Electric, Ms. Saldana manages project scopes, budgets, schedules, RFIs, submittals, and change orders across multiple projects while coordinating closely with stakeholders during OAC meetings and tracking project financial performance. Her previous experience includes project management and engineering roles with Bergelectric, Bernards Construction, and BJ Perch Construction, where she supported national electrical projects, coordinated work in secure and regulated environments, and managed procurement, billing, and contract documentation. Ms. Saldana holds a Bachelor of Science in Engineering Sciences from California State University, Bakersfield, and is proficient in industry tools including Procore, Bluebeam, MS Project, Trimble Change Order Pro, and PlanGrid.

> Project Management Team

Nicholas Wilson – Project Engineer



Nicholas Wilson is a motivated and detail-oriented Project Engineer with experience supporting electrical construction projects through effective coordination, documentation management, and contract compliance. He assists project teams with RFIs, submittals, change orders, procurement tracking, and project documentation, helping maintain schedule alignment and resolve project issues. Currently with Leed Electric, Mr. Wilson supports project managers and field teams by coordinating deliverables, managing project records, and ensuring compliance with contract requirements. Prior to joining Leed Electric, he served as a Project Engineer with Faith Electric, supporting electrical projects ranging from \$224K to \$12.2M, where he developed tracking tools and documentation systems that improved project workflow and efficiency. Mr. Wilson is proficient in Procore, Bluebeam Revu, MS Project, Adobe Acrobat, and Microsoft Office, and brings a strong commitment to organization, communication, and continuous professional growth.

Michael Mejia – Project Manager

Michael Mejia is a Project Manager with extensive experience delivering electrical construction projects across federal, municipal, and industrial sectors. He has a strong background in project execution, cost control, scheduling, and contract management, with a proven ability to lead teams and deliver complex infrastructure projects safely and efficiently. Mr. Mejia served as Project Manager with Stronghold Engineering, where he has led projects including the \$6.2 million Lancaster Water Reclamation Plant Power Distribution Modifications, \$7.9 million Joint Administration Office Substation Replacement, and \$4 million Air Traffic Control Tower Replacement at Plant 42. His experience also includes work at military installations and large public agency facilities, supporting critical electrical infrastructure upgrades. With over 15 years of progressive experience from Foreman to Superintendent to Project Manager, Mr. Mejia has a comprehensive understanding of construction operations and field coordination. He holds certifications in Project Management, OSHA 30, and USACE Construction Quality Management (CQM-C), and is highly skilled in problem solving, scheduling, and project cost forecasting.

David Hozu, Project Engineer

David Hozu is a detail-oriented Project Engineer with experience supporting electrical infrastructure projects through effective coordination, documentation management, and technical review. He assists project teams with submittals, procurement, engineering documentation, and subcontractor coordination, ensuring compliance with project specifications and schedules. Currently with Leed Electric, Mr. Hozu supports projects including the Bay Bridge Pump Station Replacement, P2-98A Primary Clarifiers Replacement, and Seal Beach Pump Station, contributing to documentation control, vendor coordination, and timely submittal approvals. He holds a bachelor's degree in computer science and brings strong technical and problem-solving skills, with proficiency in Procore, Bluebeam, and Microsoft Office, supporting efficient project execution and team collaboration.

> Project Management Team

Dexter Cudal, Design-Build Estimating Project Manager

Dexter Cudal is a highly experienced electrical estimating professional with over 25 years of expertise in delivering complex hard-bid and design-build projects across the heavy industrial and infrastructure sectors. He holds a Bachelor of Science in Electrical Engineering and has developed specialized knowledge in water and wastewater treatment facilities, pumping plants, power and cogeneration systems, and large-scale municipal infrastructure projects. Since joining LEED Electric, Dexter has led estimating efforts on technically demanding projects, consistently delivering accurate, competitive bids through detailed scope development, constructability analysis, and risk-based pricing strategies. His ability to evaluate project requirements, coordinate with subcontractors and vendors, and develop comprehensive cost estimates has contributed to securing major project awards and ensuring successful project execution. Dexter’s project portfolio includes key roles on high-profile infrastructure initiatives such as the Henry J. Mills Water Treatment Plant Electrical Upgrades, where he led the prime bid effort involving medium-voltage systems, standby generation, and extensive electrical infrastructure. He also served as Senior Estimator and Project Manager for the Olympic Well Field Restoration and Arcadia Water Treatment Plant Expansion, a complex design-build project that included advanced treatment systems, large-scale equipment replacements, and multidisciplinary coordination. In addition to his estimating expertise, Dexter brings valuable project management experience, overseeing submittals, budgets, vendor coordination, change orders, and project closeout following award. His comprehensive understanding of both preconstruction and project execution phases enables him to provide seamless support from initial bid through completion. Known for his technical proficiency, attention to detail, and collaborative approach, Dexter Cudal is a key contributor to LEED Electric’s continued success in delivering high-quality, large-scale infrastructure projects.

Michael Yousseff, Project Engineer

Mr. Yousseff joined LEED Electric in July 2025 as a Project Engineer with 2+ years of experience in the water/wastewater industry as a Control Systems Engineer. He is skilled in drafting/reviewing electrical, fabrication & instrumentation drawings, managing/scheduling projects across multiple divisions and preparing submittals for approval. Mr. Yousseff is currently licensed as an Engineer-In-Training with the Board for Professional Engineers, Land Surveyors, and Geologists, and has a master’s degree in electrical engineering from California Polytechnic State University, Pomona.

> Project Management Team

Project No. 1	
Project Name	<i>Los Angeles Wastewater Integrated Network Systems (LAWINS) DCS Upgrade (C17-003)</i>
Location	Playa Del Rey, CA
Owner	City of Los Angeles, Department of Public Works, Sanitation Bureau
Project Manager Name E-mail and Telephone No.	Sam Alavi, M.S., P.E., P.M. (310) 648-5733 Sam.alavi@lacity.org
Contract Value (including change orders)	11,174,000.00 City of LA, Dept of Public Works, Sanitation Bureau
Brief Description of Firm's Scope of Work for the Project	Installation and Integration of major distributed control systems (DCS) in (4) Wastewater Treatment Plants, in City of Los Angeles. Work included upgrading the PCM's in each wastewater treatment plant (Hyperion, Terminal Island, DC Tillman and Glendale). This included rewiring and terminations, testing, and calibration of over 15,000 Field Instruments, wiring and terminations of over 100,000 of new power and instrumentation cable. Planning and implementation of hot cutover in each part of the plant which included furnishing and installing temporary power and control systems. Coordinating the entire cutover between the (4) plants and the tie into the DCS head quarter at Venice Pumping Plant. Work included developing, testing, cutover and commissioning, planning by LEED's own staff.
Completion Date	December 2019

Project No. 2	
Project Name	<i>Terminal Island Water Reclamation Plant Tertiary Filter Rehabilitation (C15-009)</i>
Location	San Pedro, CA
Owner	City of Los Angeles Depart. Of Public Works, Bureau of Engineering
Project Manager Name E-mail and Telephone No.	Sinh Pham (310) 648-6130 Sinh.pham@lacity.org
Contract Value (including change orders)	\$ 719,330.00
Brief Description of Firm's Scope of Work for the Project	Demolition of existing wire and conduit from filters. Furnish and install new conduit, wire, instruments and RVSS.
Completion Date	January 2017

> Project Management Team

Project No. 3	
Project Name	<i>Hawaiian/B, Wilmington, Fries and San Pedro Pumping Plants Rehab. (C15-008)</i>
Location	San Pedro, CA
Owner	City of Los Angeles Depart. Of Public Works, Bureau of Engineering
Project Manager Name E-mail and Telephone No.	Sinh Pham (310) 648-6130 Sinh.pham@lacity.org
Contract Value (including change orders)	\$1,106,056.00
Brief Description of Firm's Scope of Work for the Project	Demo of wire, conduit, pumps in (4) City of LA Sewage Pump Stations. Installation of bypass and generator systems for all 4 stations, furnish and install (12) VFD's with bypass and new PLC and field instruments. Work at all (4) pump station sites was preformed concurrently, pump stations 1700gpm at Hawaiian, 2,350 at Fries, 1,900 for Wilmington and 10,000 at San Pedro. Preformed start up and testing of pump station size.
Completion Date	September 2017

Project No. 4	
Project Name	<i>Joint Water Pollution Control Plant Power Generation Facility Upgrade</i>
Location	Carson, CA
Owner	Sanitation District of Los Angeles County
Project Manager Name E-mail and Telephone No.	Chris Larson (310) 736-8438 CLarson@lacsdc.org
Contract Value (including change orders)	\$3,496,197.00
Brief Description of Firm's Scope of Work for the Project	Electrical, Instrumentation, Programming and System Integration for Wastewater Treatment Facility
Completion Date	October 2012

Project No. 5	
Project Name	<i>West Coast Basin Barrier Project</i>
Location	El Segundo, Manhattan Beach, Hermosa Beach, Torrance - CA
Owner	County of Los Angeles, Department of Public Works
Project Manager Name E-mail and Telephone No.	Adam Lee (626) 458-6185 AWLEE@dpw.lacounty.gov
Contract Value (including change orders)	\$2,586,788.39
Brief Description of Firm's Scope of Work for the Project	Furnish and Install Electrical, Control, SCADA, Instrumentation and Programming for Seawater Barrier Injection Wells and Observation Wells
Completion Date	January 2013

> Project Management Team

Project No. 6	
Project Name	<i>F. E. Weymouth Water Treatment Plant Chlorination System Upgrades (C19-002)</i>
Location	La Verne, CA
Owner	Metropolitan Water District of Southern California
Project Manager Name E-mail and Telephone No.	Thomas Hamel (213) 217-6000 thamel@mwdh2o.com
Contract Value (including change orders)	\$2,779,747.00
Brief Description of Firm's Scope of Work for the Project	Expansion of an existing chlorine building; construction of a chlorine feed system including evaporators, chlorinators, piping, instrumentation and controls, and chlorine leak detection system; construction of a refabricated electrical enclosure and associated electrical equipment; relocation of equipment; excavation, backfill and trenching; security system; fire protection system.
Completion Date	January 2022

Project No. 7	
Project Name	<i>Orange Park Acres Well No 1 Wellhead Facility (C13-026)</i>
Location	Orange, CA
Owner	Irvine Ranch Water District
Project Manager Name E-mail and Telephone No.	Jacob Moeder (949) 453-5544 Moeder@IRWD.com
Contract Value (including change orders)	\$947,658.00
Brief Description of Firm's Scope of Work for the Project	Install Electrical, Control, SCADA and Instrumentation for Water Treatment Well Wellhead & Chemical Treatment System
Completion Date	January 2015

Project No. 8	
Project Name	<i>Whittier Pumping Plant No. 2. Replacement Project (C13-029)</i>
Location	City of Whittier
Owner	Whittier Utility Authority
Project Manager Name E-mail and Telephone No.	Kieler Smith (909) 892-8330 kielersmith@mbakerintl.com
Contract Value (including change orders)	\$2,061,773.00
Brief Description of Firm's Scope of Work for the Project	Potable water distribution system pump station and (12) Well Pump Sites, (3) Off Site Reservoirs and Instrumentation, PLC's and SCADA System and Programing. The installation of all electrical conduit and wiring for a 3,000AMP Switchgear and MCC.
Completion Date	November 2015

> Project Management Team

Project No. 10	
Project Name	Burris Pump Station Phase 2 (C14-022)
Location	Anaheim, CA
Owner	Orange County Water District
Project Manager Name E-mail and Telephone No.	Ryan Bouley (714) 378-3200 rbouley@ocwd.com
Contract Value (including change orders)	\$2,501,583.50
Brief Description of Firm's Scope of Work for the Project	Electrical and Instrumentation for a new pump station. 4160V, 2000A New Service, QTY (4) 1750HP 4160 VFD's 2000A Motor Control Center Installation, Allen-Bradley PLC, HMI and SCADA Installation and installation of a 12KV/4.2KV Transformer.
Completion Date	November 2017

Project No. 9	
Project Name	ECLWRF RO Trains 1,2 & 3 Power Panels and RO Train 3 VFD Replacement Project (C15-016)
Location	City of El Segundo
Owner	West Basin Municipal Water District
Project Manager Name E-mail and Telephone No.	Kevin Cullen, MSCE (310) 660-6259 KevinC@westbasin.org
Contract Value (including change orders)	\$286,983.00
Brief Description of Firm's Scope of Work for the Project	Install Electrical and Instrumentation for the water treatment facility, along with a new power panel and VFD and all electrical conduit and wiring.
Completion Date	November 2015

Project No. 11	
Project Name	WRD Diversion Structures (C15-011)
Location	Pico Rivera, CA
Owner	Water Reclamation District of Southern California
Project Manager Name E-mail and Telephone No.	Jim McDavid, P.E. (562) 921-5521 jmcdavid@wrd.org
Contract Value (including change orders)	\$833,128.00
Brief Description of Firm's Scope of Work for the Project	Electrical and Instrumentation for a spreading grounds diversion structure
Completion Date	May 2016

> Project Management Team

Project No. 12	
Project Name	<i>Regional Treatment Plant Cogeneration & Switchgear Upgrade Project (C15-006)</i>
Location	Laguna Niguel, CA
Owner	South Orange County Wastewater Authority
Project Manager Name E-mail and Telephone No.	Mike Matson & Brian Peck (949) 234-5400 mmatson@socwa.com & bpeck@socwa.com
Contract Value (including change orders)	\$1,811,025.28
Brief Description of Firm's Scope of Work for the Project	Demolition of existing conduit and wire, furnish and install underground conduit, manholes, 2,000FT of 12x750MCM XHHW Power Feeder Wire, Instrument Cable, Switchgear, Cogeneration Engine, PCL and SCADA
Completion Date	July 2018

Project No. 13	
Project Name	<i>Dominguez Gap Barrier Telemetry Systems (C15-004)</i>
Location	Los Angeles County
Owner	County of Los Angeles Department of Public Works
Project Manager Name E-mail and Telephone No.	Adam Lee, P.E. (626)458-6185 awlee@dpw.lacounty.gov
Contract Value (including change orders)	\$2.1M
Brief Description of Firm's Scope of Work for the Project	Furnish & Install 9 Miles of Fiber Optics, Power and Instrumentation Cable for SCADA and Telemetry System and Flow Diversion.
Completion Date	June 2018

Project No. 14	
Project Name	<i>Mesa Well Automation & Rehabilitation (C16-003)</i>
Location	Costa Mesa, CA
Owner	Mesa Water District
Project Manager Name E-mail and Telephone No.	Kieler Smith (949) 330-4172 kielersmith@mbakerintl.com
Contract Value (including change orders)	\$3,343,284.82
Brief Description of Firm's Scope of Work for the Project	5 Well Sites, Integration & Automation, (4) Variable Frequency Drives, (5) Motor Control Centers, (5) Switchboards, Instrumentation at all Sites, Flowmeters, Control Panels at all Sites, Setting of a 164 Sq Ft Prefabricated Electrical Building at Well 1.
Completion Date	February 2019

> Project Management Team

Project No. 15	
Project Name	<i>Temescal Canyon Park Stormwater BMP Project Phase II (C16-007)</i>
Location	Los Angeles, CA
Owner	City of Los Angeles Depart. Of Public Works, Bureau of Engineering
Project Manager Name E-mail and Telephone No.	Waleed Azar (213) 272-4254 Waleed.azar@lacity.org
Contract Value (including change orders)	\$659,143.00
Brief Description of Firm's Scope of Work for the Project	Installation of new conduit, wire, instrumentation and instrument cable. Furnish and Install VFD, MCC Switchgear, and new Stormwater Treatment System.
Completion Date	August 2018

Project No. 16	
Project Name	<i>Advanced Water Treatment Demonstration Facility (C17-016)</i>
Location	Carson, CA
Owner	Metropolitan Water District of Southern California
Project Manager Name E-mail and Telephone No.	Joe Robles, P.E. (909) 392-2586 JRobles@mwdh2o.com
Contract Value (including change orders)	\$4,039,000.00
Brief Description of Firm's Scope of Work for the Project	New Ground up Advanced Water Treatment Demonstration Facility with 0.5MGD Clean Water Production. Systems installed MSR, Chemical Feed System, RO System, Advanced Oxidization UV. Turnkey Electrical and Instrumentation which included Prefabricated Electrical Building, Service Switchboard, 5kV Substation, MCC, VFD's, Main PLC (1,500 I/O's), RTU, Local Control Panels, (11) Analyzer Racks, 3,000I/O's, Ammonia, PLC & SCADA, Programming, Testing, Start-up & Commissioning.
Completion Date	December 2019

Project No. 17	
Project Name	<i>Hyperion Secondary Effluent Pump Station Improvements (C17-006)</i>
Location	Playa Del Rey, CA
Owner	West Basin Municipal Water District
Project Manager Name E-mail and Telephone No.	Kevin Cullen, MSCE (310) 660-6259 KevinC@westbasin.org
Contract Value (including change orders)	\$3,080,000.00
Brief Description of Firm's Scope of Work for the Project	Furnish & Install Electrical Ductbank, Medium Voltage Switchgear, Control Panels, DCS System, Motor Control Center and Pumps, 4160V, Qty (2) 600A with Main-Tie-Main Circuit Breaker
Completion Date	January 2020

Project No. 18	
Project Name	<i>Los Coyotes WRP Stage Two Process Air Compressor Motor Starting Equip. (C21-004)</i>
Location	Cerritos, CA
Owner	County Sanitation Districts of Los Angeles County
Project Manager Name E-mail and Telephone No.	Perry Palencia, P.E. (562) 908-4288x5822 PPalencia@lacsdsd.org
Contract Value (including change orders)	\$196,371.37
Brief Description of Firm's Scope of Work for the Project	Furnish & Install MV 4160, 1200A Switch, Terminate, Start-Up, Testing in Wastewater Treatment Facility
Completion Date	July 2018

Project No. 19	
Project Name	<i>Venice Dual Force Main & Pumping Plant Generator Replacement (C16-030)</i>
Location	Venice, CA
Owner	City of Los Angeles, Bureau of Engineering
Project Manager Name E-mail and Telephone No.	Richard Southerland (310) 301-2109 Richard.southerland@lacity.org
Contract Value (including change orders)	\$4,688,790.00
Brief Description of Firm's Scope of Work for the Project	Furnish and Install (3) backup generators totaling 3,000KW. Work included cutting over existing generators and installing (2) 1500KW temp generators in the most critical sewage pump station that the City of Los Angeles owns. Removing the pump station roof to demo existing generators, structural improvements for the (3) new generators and installation of a 1500KW and (2) 750KW generators. Work also included removal and reinstall overhead power lines and cutover new Generators. Testing, startup and commissioning for all LEED furnished equipment.
Completion Date	January 2020

Project No. 20	
Project Name	<i>Valencia Water Reclamation Plant UV Disinfection Facilities (C18-016)</i>
Location	Valencia, CA
Owner	Santa Clarita Valley Sanitation District of Los Angeles County
Project Manager Name E-mail and Telephone No.	Jelmer Torres (562) 699-7411 jtorres@lacsdc.org
Contract Value (including change orders)	\$3,633,922.00
Brief Description of Firm's Scope of Work for the Project	The work consists of construction of five (5) closed-vessel UV chambers and appurtenant electrical systems, flow diversion structure, UV feed wet well/pump station, electrical building, junction structures, tertiary effluent piping, UV influent and effluent piping, and recycled water piping, modifications to the existing chlorine contact tanks, modifications to the sodium hypochlorite, ammonia, sodium bisulfite, washwater and sampling systems, and tie-in to the existing plant electrical power distribution and control systems. Furnish and install new UV Disinfection System, infrastructure, including 2 Unit Substations, Retrofit Existing MV Switchgear, MCC's VFD's, Control Panels, Instruments, Commissioning and Startup Services.
Completion Date	March 2021

Project No. 21	
Project Name	<i>Greg Avenue Pressure Control Structure Pump Modification and New Control Building (C19-003)</i>
Location	Sun Valley, CA
Owner	The Metropolitan Water District of Southern California
Project Manager Name E-mail and Telephone No.	Joe Robles, P.E., (909) 392-2586, JRobles@mwadh2o.com Shane Singh, (303) 995-1287, shane.ramcharansingh@stantec.com Zakir Hirani, (626) 375-6780, zakir.hirani@stantec.com
Contract Value (including change orders)	\$3,539,258.00
Brief Description of Firm's Scope of Work for the Project	New pump station building, infrastructure, including new LADWP Substation, MV Switchgear, MV VFD's, 4160V switchgear, 1,200AMP, temporary 4160V switchgear, bus duct, security system, control panels, flow meters, PLC and programming, commissioning, and startup. Including The work consists of construction of a new control building, including electrical room, mechanical room, workshop, instrumentation and control room installation of water lines, sewer line, air lines, duct banks and a new electrical substation; installation of two Metropolitan-furnished pumps, motors, and accessories; installation of five new surge tanks, foundation, anchorage, controls, piping, valving, access manways, ladders, catwalk, and all associated appurtenances; new plug valves, flow metering controls, and flow meter for the City of Burbank (B-5) connection.
Completion Date	February 2021

Project No. 22	
Project Name	<i>Seawater Barriers Maintenance Services for Telemetry System and Appurtenances 2015-2020</i>
Location	Los Angeles County, CA
Owner	County of Los Angeles Department of Public Works
Project Manager Name E-mail and Telephone No.	Adam Lee, P.E. (626)458-6185 awlee@dpw.lacounty.gov
Contract Value (including change orders)	\$416,309.00 Annually
Brief Description of Firm's Scope of Work for the Project	Electrical and Instrumentation Maintenance for LA Counties Seawater Barrier Injection Wells and Observation Wells. Installation of sensors, instruments, conduit, wire, testing of instruments and equipment as well as water levels with sounder tool. Over 30 wells in the Long Beach, Wilmington, Carson area.
Completion Date	July 2020

Project No. 23	
Project Name	<i>Valencia Water Reclamation Plant Advanced Water Treatment Facility (C19-004)</i>
Location	Valencia, CA
Owner	Santa Clarita Valley Sanitation District of Los Angeles County
Project Manager Name E-mail and Telephone No.	Irene Chang (562) 908-4288 ext. 5817 ichang@lacsdc.org
Contract Value (including change orders)	\$16,300,000.00
Brief Description of Firm's Scope of Work for the Project	New construction of 5.0MGD Advanced Water Treatment Facility, work included the Hype Over 1,000 Field Instruments and Analyzers, installation of Nano Filtration System, Enhanced Membrane System, Chemical Storage and CIP Tanks. Work included Testing, Startup and Commissioning of all equipment.
Completion Date	January 2024
Project No. 24	
Project Name	<i>Venice Pumping Plant (PP 646) Variable Frequency Drives No. 1 and 4 Replacement, Ballona Creek Pumping Plant (PP 654) Variable Frequency Drives Replace. (C19-019)</i>
Location	Venice, CA
Owner	City of Los Angeles Depart. Of Public Works, Bureau of Engineering
Project Manager Name E-mail and Telephone No.	Adil Samed (310) 648-6195 adil.samed@lacity.org
Contract Value (including change orders)	\$1,426,853.27
Brief Description of Firm's Scope of Work for the Project	Demo of existing VFD's at Venice & Ballona Pumping Plants, Furnish and Install new 250HP VFD's in both locations, work included planning hot cutover and supply temporary VFD's and Generator's while performing the cutover.
Completion Date	May 2021
Project No. 25	
Project Name	<i>Emergency Sewer System Repair Program Twenty-Three Pump Stations Across Los Angeles County</i>
Location	Los Angeles County, CA
Owner	Los Angeles County Public Works
Project Manager Name E-mail and Telephone No.	Teagan Ferdinandsen (626) 300-3376 tferdinandsen@dpw.lacounty.gov
Contract Value (including change orders)	\$426,394.00
Brief Description of Firm's Scope of Work for the Project	Furnish & Install Manual Transfer Switches in 23 LA County Pump Stations, work included classified shut down to cutover the MTS to the Power System.
Completion Date	March 2021

Project No. 26	
Project Name	<i>Pala Lift Station Electrical Equipment Upgrade (C20-003)</i>
Location	Perris, CA
Owner	Eastern Municipal Water District
Project Manager Name E-mail and Telephone No.	Dustin Wetter (951) 928-3777 x4322 wetterda@emwd.org
Contract Value (including change orders)	\$2,310,747.00
Brief Description of Firm's Scope of Work for the Project	Furnish & Install Electrical Ductbank, replace the existing electrical equipment, Main Control Panel (MCP), HVAC equipment. The new switchgear and ATS will be located outside of the existing control building. The new MCC and VFDs will be in the control building. The station must always be in operation during construction. Temporary equipment such as generators, temporary MCCs, (4) 200HP VFDs, ATS, cable tray, conduit and proper construction work sequence shall be provided to always keep the lift station in operation.
Completion Date	July 2021

Project No. 27	
Project Name	<i>S-1 Sewer Lift Station Rehabilitation Project (C17-031)</i>
Location	Long Beach, CA
Owner	Long Beach Water Department
Project Manager Name E-mail and Telephone No.	Dennis A. Santos, P.E. (562) 570-2381 dennis.santos@lbwater.org
Contract Value (including change orders)	\$328,785.00
Brief Description of Firm's Scope of Work for the Project	Furnish & Install New Switchboard, Motor Control Center, and Field Instruments.
Completion Date	September 2019

Project No. 28	
Project Name	<i>Upper Stone Canyon Reservoir Water Quality Improvement Project (C16-031)</i>
Location	Los Angeles, CA
Owner	City of Los Angeles Department of Water and Power
Project Manager Name E-mail and Telephone No.	Armando Romero (213) 367-3316 Armando.romero@ladwp.com
Contract Value (including change orders)	\$1,761,418.00
Brief Description of Firm's Scope of Work for the Project	Furnish & Install New Switchboard, Motor Control Center, PLC, RTU, Field Instruments and Pumps.
Completion Date	June 2020

Project No. 29	
Project Name	<i>Electrical Repair and Rehabilitation Program</i>
Location	Santa Ana, CA
Owner	City of Santa Ana
Project Manager Name E-mail and Telephone No.	Cesar E. Barrera, P.E. (714) 647-3387 cbarrera@santa-ana.org
Contract Value (including change orders)	\$676,673.00 Annually
Brief Description of Firm's Scope of Work for the Project	Provide labor, materials, and equipment necessary to repair, replace, and install existing and new electrical systems as required for the following types of facilities: Water Booster Stations, Sewer Lift Stations, Water Reservoir Sites, Pressure Control Stations, Well Sites. Which consists of Repair or replacement of motor control stations (up to 480 volts), Repair or replacement of exterior wiring, interior wiring, conduit, solid state soft starters, variable-frequency drives (VFD), motor controls, switch gears, fuses, electrical circuit boxes, transformers, etc. Trouble shooting of existing electrical wiring and appurtenances, new installations of electrical wiring and appurtenances, Telecommunication installations and technical electrician support to City Staff as necessary.
Completion Date	December 2021

Project No. 30	
Project Name	<i>On-Call Electrical Contracting (T21-007)</i>
Location	Costa Mesa, CA
Owner	Mesa Water District
Project Manager Name E-mail and Telephone No.	Karyn Igar, PE (949) 207-5452 KarynI@MesaWater.org
Contract Value (including change orders)	\$100,000.00 Annually
Brief Description of Firm's Scope of Work for the Project	Electrical & Instrumentation Maintenance, Repairs and Replacement for all of Mesa Water Districts Well Sites and Reservoir Site. Required experience with potable water treatment and distribution. Emergency and pre-planned repairs.
Completion Date	5 Year Contract – 2018-2023

Project No. 31	
Project Name	<i>On-Call Instrumentation and Electrical Maintenance Support Services (T21-012)</i>
Location	Long Beach, CA
Owner	Water Replenishment District of Southern California
Project Manager Name E-mail and Telephone No.	Jessica Koop, P.E. (562) 275-4219 jkoop@ wrd.org
Contract Value (including change orders)	\$500,000.00 Annually
Brief Description of Firm's Scope of Work for the Project	Electrical & Instrumentation Maintenance, consisting of, running new or replacing circuits in all types of conduits, including power and lighting, Installing or repairing instruments, Calibrating instruments, Installing or replacing electrical equipment and gear, Lighting systems and lighting control systems, Receptacles, switches, data and telephone cables, Emergency lighting equipment, Motors, MCC panels, Electrical breakers repair/replacement, VFD and soft starters repair/replacement, Various maintenance support services and Routine/preventative equipment maintenance.
Completion Date	3 Year Contract – 2020-2023 – Awarded Again 2023-2025

Project No. 32	
Project Name	Graving Dock Facility Dry Dock No. 1 Modifications (C19-014)
Location	San Diego, CA
Owner	Department of the Navy-Naval Facilities Engineering Command Southwest
Project Manager Name E-mail and Telephone No.	Leslie Wiegand, P.E. (619) 532-7774 leslie.wiegand@navy.mil & leslie.wiegand3.civ@mail.mil
Contract Value (including change orders)	\$3,874,051.00
Brief Description of Firm's Scope of Work for the Project	This design-bid-build project retrofitted the graving dock to accommodate DDG-51 vessels and included asbestos and lead-based paint abatement. Scope included demolition of approximately 428 square yards (110'L x 35'W x 4'-3"D) of the graving dock concrete deck; drilling, grouting, and installation of micropiles; and installation of new reinforcing steel and cast-in-place concrete forming the sonar pit. Work also included installation of heavy-duty pavement and an automated in-haul system to provide more precise horizontal control and vessel in-haul during dry dock evolutions. The in-haul system consisted of a capstan at the end of the dry dock for in-haul operations and rails on each side of the dry dock with a series of trolleys fastened to mooring lines from the vessel. The project also replaced obsolete and deteriorated mechanical pump and control systems, including the main dewatering, drain, sump, and collection, holding and transfer (CHT) wastewater systems, as well as pipeline and valve systems associated with the dewatering, drain, sump, and sanitary sewer force main in the pump room. Electrical upgrades included repair of existing power breakers and shore power systems to fully support dry-docking of DDG-51 class vessels. Industrial substations were installed to support vessel repair operations and reduce the risk of grounding vessel shore power.
Completion Date	December 2021

Project No. 33	
Project Name	F. E. Weymouth Water Treatment Plant – Water Quality Instrumentation Improvements (C19-013)
Location	La Verne, CA
Owner	Metropolitan Water District of Southern California
Project Manager Name E-mail and Telephone No.	Damien Romo (213) 220-4096 dromo@mwadh2o.com
Contract Value (including change orders)	\$1,161,253.00
Brief Description of Firm's Scope of Work for the Project	Constructing a new 15 feet by 50 feet concrete water quality instrumentation building; installing sample piping, instrumentation, analyzers, reservoir inlet sample pumps, backflow preventers, drain lines, potable water line, and electrical equipment; tying into existing utilities. Installation of 15kVA 480V UPS System.
Completion Date	February 2022

Project No. 34	
Project Name	<i>Grant Street Booster Electrical Replacement (C20-021)</i>
Location	Hemet, CA
Owner	Eastern Municipal Water District
Project Manager Name E-mail and Telephone No.	Dustin Wetter (951) 928.3777.4322 wetterda@emwd.org
Contract Value (including change orders)	\$737,573.00
Brief Description of Firm's Scope of Work for the Project	The work comprises providing temporary power during construction, including a temporary switchboard with (2) 200 HP VFDs and a portable generator; removal of existing electrical equipment to be replaced; construction of SCE Metering Switchboard; construction of 800 Amp Distribution Switchboard; construction of 800 Amp manual transfer switch and generator receptacle connection box; construction of four (4) VFDs; construction of a new Control Panel and installation of EMWD provided OIT and RTU backplane and appurtenances; construction of new conduits and wiring including replacement of existing power and control cables with XHHW-2 type conductors; and construction of site improvements including retaining wall, concrete slab, chain-link fencing, gates, and relocating existing antenna tower.
Completion Date	October 2022

Project No. 35	
Project Name	<i>Highbury Pumping Plant No. 604 Rehabilitation (C18-011)</i>
Location	Los Angeles, CA
Owner	City of Los Angeles, Department of Public Works Bureau of Engineering
Project Manager Name E-mail and Telephone No.	Adil Samed (310) 648-6195 adil.samed@lacity.org
Contract Value (including change orders)	\$627,269.00
Brief Description of Firm's Scope of Work for the Project	Demo & install 4 pumps; 4 Variable Frequency Drives; inlet, discharge and check valves, integration with existing systems; and replacement of existing 150 KW generators with a Tier-4 unit along with ancillary equipment. The rehabilitation also calls for various repairs within and outside the pumping plant. By-pass operation will be required during construction. In addition, is upgrading of the control system which includes hardware change from the current Siemens 505 Programmable Logic Controller to a Honeywell PLC, software programming, Uninterruptible Power Supply backup, and the replacement of the Highbury-to-Venice Supervisory Control and Data Acquisition communication.
Completion Date	April 2021

Project No. 36	
Project Name	<i>Hyperion Water Reclamation Plant Advanced Water Purification Facility Design-Build (C20-034)</i>
Location	Playa Del Rey, CA
Owner	City of LA Department of Public Works Bureau of Sanitation and Bureau of Engineering
Project Manager Name E-mail and Telephone No.	Michael VanWagoner (310) 648-6192 michael.vanwagoner@lacity.org
Contract Value (including change orders)	\$10,031,097.00
Brief Description of Firm's Scope of Work for the Project	New construction of 2.5MGD Advanced Water Purification System at City of Los Angeles Hyperion Wastewater Treatment Plant. Work included 5kV Distribution Switchboard, 5kV Transformer, (4) Rockwell Motor Control Centers, Arc Quencher System, (16) Variable Frequency Drives, Active Harmonic Filters and Busduct System. Main Control Panel with (6) RTU's, DCS Programming and over (500) Field Instruments and Analyzers. Installation of MBR Nano Filtration, UV and Chemical Storage, testing, startup, calibration and commissioning of all LEED and Vendor supplied equipment.
Completion Date	June 2023

Project No. 37	
Project Name	<i>Electrical Improvements – Phase 3 At Tenth Avenue Marine Terminal (C22-039)</i>
Location	San Deigo, CA
Owner	San Diego Unified Port District
Project Manager Name E-mail and Telephone No.	Eric Guerreiro, CCM (619) 871-0398 eguerrei@portofsandiego.org
Contract Value (including change orders)	\$10,064,472.51
Brief Description of Firm's Scope of Work for the Project	The Electrical Improvements – Phase 3 at Tenth Avenue Marine Terminal project upgraded the existing 15kV electrical distribution system and included installation of a new crane substation pad with transformer, switchgear, 5kV pumps, and starters. Scope of work included site demolition, heavy-duty pavement restoration, excavation, environmental remediation, and debris removal. Work also included furnishing and procurement of all electrical equipment, including transformers, switchgear, surge protectors, grounding systems, power vaults and outlets, underground electrical cables, underwater 15kV cables, wires, and conductors. The project also included installation of six (6) new manholes, construction of concrete pads for switchgear, replacement of below-grade distribution switches with above-grade pad-mounted switches, and replacement of existing duct banks. Additional scope included testing, cleaning, startup, and initial preventative maintenance in compliance with required testing procedures.
Completion Date	April 2024

Project No. 38	
Project Name	<i>Rehabilitation and Expansion of Lenain Water Treatment Plant (C18-007)</i>
Location	Anaheim, CA
Owner	City of Anaheim
Project Manager Name E-mail and Telephone No.	Joel Jordan (714) 765-5052 jjordan@anaheim.net
Contract Value (including change orders)	\$3,463,338.00
Brief Description of Firm's Scope of Work for the Project	The construction of new pipelines, replacement of ozone generator and diffusion system, chemical feed pumps, valves and actuators, the rehabilitation of the boat ramp; a back-up power generator, as well as electrical, structural and seismic improvements to the treatment plant facilities; other work included, are architectural and HVAC improvements to the operations building; a new access road, storage facility, and two (2) electrical car charging stations.
Completion Date	April 2021

Project No. 39	
Project Name	<i>Sanitation Lift Stations SCADA Improvement Project (C23-009)</i>
Location	Garden Grove, CA
Owner	City of Garden Grove
Project Manager Name E-mail and Telephone No.	Rebecca Li, P.E., Senior Civil Engineer (714) 741-5562 rebeccal@ggcity.org
Contract Value (including change orders)	\$807,632.00
Brief Description of Firm's Scope of Work for the Project	The Sanitation Lift Stations SCADA Improvements Project consists of demolishing and retrofitting Programmable Logic Controller (PLC) Control Panels, replacing existing wet well intrusion switches and level transmitters, and connecting Modbus TCP Ethernet communications between the new PLC and the existing generator, Automatic Transfer Switch (ATS), and Motor Saver for each pump. New conduit, conductors, and junction boxes will be installed as indicated on the drawings.
Completion Date	October 2024

Project No. 40	
Project Name	<i>North Torrance Wellfield Project Design Build (C18-014)</i>
Location	Torrance, CA
Owner	City of Torrance
Project Manager Name E-mail and Telephone No.	Thomas Frisch, P.E. (916) 353-1025 tfrisch@frischengineering.com
Contract Value (including change orders)	\$1,267,473.00
Brief Description of Firm's Scope of Work for the Project	Design and Construction of two new wells, Water treatment for disinfection and iron/manganese. Space is to be allocated for future fluoridation and RO equipment, Booster pump station, Storage reservoir and Equipment, utilities, and appurtenances to support their operation. Demolition of existing storage, pumping and treatment facilities; destruction of Well No. 6; and site restoration at McMaster Park. NTWFP site improvements. Furnish and Install 2000A Main Switchboard, with 1500KW Generator with field instrumentation and controls, including startup and commissioning.
Completion Date	June 2023

Project No. 41	
Project Name	<i>Mission Village Temporary Pumping Plant and Force Main (C18-018)</i>
Location	Santa Clarita, CA
Owner	Newhall (Fivepoint) Ranch Sanitation District
Project Manager Name E-mail and Telephone No.	Bob Brazell (661) 255-4039 bob.brazell@fivepoint.com
Contract Value (including change orders)	\$1,495,668.00
Brief Description of Firm's Scope of Work for the Project	Furnish and install main sewer pumps and associate valves, piping, and pump bases, flow meter, pressure gauges, pipe supports, and emergency bypass vault / valves as indicated on the plans and specified herein. Furnish and install a ventilation system, AC for electrical panels, and odor control system for the wet well, dry well and the building. Furnish and install an overhead crane system for pump removal and maintenance, new 350KW Emergency Backup Diesel Generator, Automatic Transfer Switch and associated equipment, new MCC lineup. New VFDs for pumps, electrical wiring, conduits, duct banks, pull boxes / junction boxes and supports needed for all furnished equipment and control panels. Provide full commissioning, and the equipment Integration of PLC program according to station sequence of operation, including VFDs, starters, and communication network. Furnish and install new instrumentation as indicated on the plans and specified herein.
Completion Date	June 2022

Project No. 42	
Project Name	<i>Joseph Jensen Water Treatment Plant Ozone Power Supply Units Replace. (C22-021)</i>
Location	14331 ½ San Fernando Road Sylmar, CA 91342
Owner	MWD – Metropolitan Water District
Project Manager Name E-mail and Telephone No.	Greg Mele GMele@mwdeh2o.com 949-302-4218
Contract Value (including change orders)	\$2,300,119.00
Brief Description of Firm's Scope of Work for the Project	The project involved the removal of five ozone generator Power Supply Units (PSUs) and the installation of four Metropolitan-furnished PSUs. Scope of work included the removal, modification, and installation of associated electrical power distribution and control systems, instrumentation and control equipment, cooling water piping, high-voltage cables, PLC, OIT, and communication modules. The project also included the demolition of an existing PSU chiller and associated piping, as well as the repurposing of an existing PSU chiller to serve as a backup HVAC chiller.
Completion Date	July 3, 2024

Project No. 43	
Project Name	<i>OCSAN FE20-01 Wastehauler Station Safety and Security Improvements (C22-043)</i>
Location	10844 Ellis Ave, Fountain Valley, CA 92708
Owner	Orange County Sanitation District
Project Manager Name E-mail and Telephone No.	Anthony Phan aphan@ocsan.gov 714-290-0347
Contract Value (including change orders)	\$1,953,454.00
Brief Description of Firm's Scope of Work for the Project	The installation and place into operation two (2) complete in-place automated sampling units interconnected with (1) radio frequency identification system that will enable wastehauler station facility to manage, monitor, and record septage delivered by permitted haulers from remote sites. This is the first of its kind of technology for Orange County Sanitation District to utilize. The scope includes the installation of an office trailer, automated gated system.
Completion Date	February 05, 2024

Project No. 44	
Project Name	OMUC Project No. UT 1053 Automated Water Meter Reading with Advanced Metering Infrastructure (AMI) Technology Phase 1 (C23-001)
Location	• Site T3 – Well No. 49 (1395 South Dupont Avenue) • Site T4 – Well No. 24 (700 North Haven Avenue) • Site T5 – South Archibald Avenue and Ontario Ranch Road
Owner	City of Ontario -Municipal Utilities Company
Project Manager Name E-mail and Telephone No.	Thomas Palmieri TPalmieri@ontarioca.gov 909-395-2688
Contract Value (including change orders)	\$1,204,033.19
Brief Description of Firm's Scope of Work for the Project	The scope of work involved furnishing and installing Advanced Metering Infrastructure (AMI) technology at three designated sites. At each location, the work included the installation of a mast, remote telemetry unit (RTU), radio antenna, 110V power supply, uninterruptible power supply (UPS), electrical conduit, and communication cables. The project also included necessary site preparation and restoration to return the sites to their original condition upon completion of the work.
Completion Date	July 18, 2024

Project No. 45	
Project Name	Garden Grove Lift Station (C23-009)
Location	13802 Newhope Street, Garden Grove, CA 92843
Owner	City of Graden Grove
Project Manager Name E-mail and Telephone No.	Rebecca Li rebeccal@ggcity.org 714-741-5562
Contract Value (including change orders)	\$752,722.00
Brief Description of Firm's Scope of Work for the Project	The Sanitation Lift Stations SCADA Improvements project consists of demolishing and retrofitting Programmable Logic Controller (PLC) Control Panels, replacing existing wetwell intrusion switches and level transmitters, and connecting Modbus TCP Ethernet communications between the new PLC and the existing generator, Automatic transfer Switch (ATS) and Motor Saver for each pump. New conduits, conductors and junction boxes will be installed for the three (3) locations Tiffany, Partridge and Belgrave.
Completion Date	June 26, 2024

Project No. 46	
Project Name	Colorado River Aqueduct Conveyance System Solar Level Sensor Install (C23-015)
Location	10 Different Locations for this project. Iron Mountain Pumping Plant 72 (2 Poles) 3642 Iron Mountain Rd. Earp CA, 92242 Eagle Mountain Pumping Plant (3 Poles) 15500 Kaiser Truck Rd. Desert Center, CA., 92239 Julian Hinds Pumping Plant (5 Poles) 100 Hayfield Rd. Desert Center CA., 92239
Owner	MWD – Metropolitan Water District
Project Manager Name E-mail and Telephone No.	Christopher Goldsmith CGoldsmith@mwdh2o.com 562-922-3562
Contract Value (including change orders)	\$5,220,257.01
Brief Description of Firm's Scope of Work for the Project	The scope of this project included furnishing and installing antenna poles, precast buildings, communications systems, solar panels, and electrical equipment for 10 different sites. Work also involved the installation of level monitoring instruments, miscellaneous civil improvements, and the repair of existing manways at multiple locations.
Completion Date	February 13, 2025

Project No. 47	
Project Name	Garden Grove SCADA Master Plan Implementation (C23-009)
Location	13802 Newhope Street, Garden Grove, CA 92843
Owner	City of Gaden Grove
Project Manager Name E-mail and Telephone No.	Rebecca Li rebeccal@ggcity.org 714-741-5562
Contract Value (including change orders)	\$1,455,100.00
Brief Description of Firm's Scope of Work for the Project	The SCADA Master Plan Implementation Trask and Westhaven Reservoir/BPS SCADA Improvements Project consists of demolishing and retrofitting Programmable Logic Controller (PLC) Control Panels, installation of new control panels, installation of new chemical dosing skids, replacement of select field instrumentation and valve controls, and replacement of engine control panels. New conduits, conductors and junction boxes will be installed for the two (2) locations, Trask and Westhaven.
Completion Date	July 31, 2025

Project No. 48	
Project Name	WWTP Filter Upgrade & Nitrate Reduction Project C22-024)
Location	6363 N. Ventura Avenue, Ventura, CA 93001
Owner	Ojai Valley Sanitary District
Project Manager Name E-mail and Telephone No.	OJAI PM – Rick Nack, Rick.Nack@ojaisan.org . Contractor (Cushman Contracting Corporation) – Taylor Sanchez, taylor@cushmancontracting.com , 714-757-7624
Contract Value (including change orders)	\$1,828,450.00
Brief Description of Firm's Scope of Work for the Project	Upgrade existing Waste Water Treatment Plant with new Parkson Denitrification filters, retrofit of four (4) Parkson Tertiary Filters, Interconnection of the new an retrofit filters, construction and installation of two (2) new chemical tanks, replacement of four (4) 100 HP Oxidation ditch surface aerators, modification and expansion of existing electrical room, electrical system improvements, startup, testing and site restoration while maintaining continuous wastewater treatment operations until work is complete and fully operational.
Completion Date	September 30, 2024

Project No. 49	
Project Name	Rehabilitation of South System Groundwater Well SSSB (C23-022)
Location	4151 Logan Lane, Stockton, CA 95206
Owner	City of Stockton Municipal Utilities Department
Project Manager Name E-mail and Telephone No.	Kelly Sao (Associate Engineer), Kelly.Sao@stocktonca.gov , 209-937-8727 Contractor (PCL Construction, Inc.) Anup Patel, AnupPatel@pcl.com , 602-228-3037
Contract Value (including change orders)	\$594,708.00
Brief Description of Firm's Scope of Work for the Project	Upgrade & add to existing Well SSS8 two (2) New IX Treatment Vessels and Cartridge Filters, upgrade the chemical room with SCH Feed Pumps, Instruments startup, upgrade the existing MCC feed, Install new panel boards, Upgrade CP (PLC-SSS8), New RIO SSS8 Panel, startup and testing.
Completion Date	April 24, 2024

Project No. 50	
Project Name	<i>Mesa Chandler Ave Well 12 & Croddy Way Well 14 (C21-007)</i>
Location	4011 W. Chandler Ave & 3120 S. Croddy, Santa Ana 92704
Owner	Mesa Water District
Project Manager Name E-mail and Telephone No.	Paul Bergeron PM / Karen Ankenbauer APM
Contract Value (including change orders)	\$2,811,039.00
Brief Description of Firm's Scope of Work for the Project	Two new grounds up pumping plants including new ground up electrical buildings which we provided and installed new: grounding system, lighting exterior and interior underground and above conduit and wire for new 600 HP VFD's, 1200A MSB, 1200A SWBD, 1200A ATS's, full instrumentation and controls, commissioning support, loop checks, startup testing, training, and submission of O&M documentation. This project required close coordination with other trades and strict adherence to quality, safety, and regulatory standards.
Completion Date	April 4, 2024

Project No. 51	
Project Name	<i>IRWD Zone A to Rattlesnake Reservoir (T24-027)</i>
Location	4272 Portola Pkwy
Owner	Irvine Ranch Water District
Project Manager Name E-mail and Telephone No.	Paul Bergeron PM, Karen Ankenbauer APM
Contract Value (including change orders)	\$2,326,312.00
Brief Description of Firm's Scope of Work for the Project	Electrical upgrades to provide and install new switchgear including but not limited to: 3000A SWBD's, (5) new 300HP RVSS's, fiber optics, full instrumentation with 8" – 24" Flowmeters, and controls, commissioning support, loop checks, startup testing, training, and submission of O&M documentation. This project required close coordination with other trades and strict adherence to quality, safety, and regulatory standards.
Completion Date	June 30, 2025

Project No. 52	
Project Name	<i>Redlands and Cottonwood Booster Electrical Replacement (C21-043)</i>
Location	Moreno Valley, CA
Owner	Eastern Municipal Water District
Project Manager Name E-mail and Telephone No.	Dustin Wetter (951) 928.3777.4322 wetterda@emwd.org
Contract Value (including change orders)	\$1,499,624.00
Brief Description of Firm's Scope of Work for the Project	Furnish and install new electrical duct bank, SCE service and addition to the existing building including replacement of all HVAC system. Furnish and install new electrical Switchgear, MCC, VFD and 250KW Diesel Generator. Furnish and install a complete pump station bypass system with temporary power during installation of new equipment.
Completion Date	December 2024

Project No. 53	
Project Name	<i>Chino Hills Trichloropropane Removal Plant (C22-022)</i>
Location	Chino Hills, CA
Owner	City of Chino Hills
Project Manager Name E-mail and Telephone No.	Greg Gardner greg.gardner@garney.com 951-219-4893
Contract Value (including change orders)	\$2,549,423.00
Brief Description of Firm's Scope of Work for the Project	Furnish and install electrical equipment, instrumentation, and infrastructure for the successful operation of a 1,2,3,-Trichloropropane Removal treatment plant with systems including a booster pump station, GAC system, and chemical building. Electrical equipment includes a 2000A utility switchboard, five 250HP VFDs, distribution equipment, and two PLCs.
Completion Date	October 24, 2025

Project No. 54	
Project Name	<i>Pico Rivera PFAS Plants 1, 2 & Well 5 (C22-018)</i>
Location	Pico Rivera, CA
Owner	City of Pico Rivera
Project Manager Name E-mail and Telephone No.	David Baroff david@metrobuilders.com 626.485.3017
Contract Value (including change orders)	\$942,141.00
Brief Description of Firm's Scope of Work for the Project	Provide complete electrical and instrumentation installation services for the PFAS Treatment Systems at Plants 1, 2, and Well 5, including demolition of existing electrical equipment, installation of conduit, wiring, duct banks, grounding, lighting, switchgear, MCCs, control panels, and instrumentation devices. Scope also includes system integration, testing and commissioning support, power studies, NETA testing, loop checks, startup assistance, as-built documentation, warranty support, spare parts, and operator training in accordance with project plans and specifications.
Completion Date	October 2025

Project No. 55	
Project Name	<i>HD-S3131A Berth D48-50 Transit Shed Abatement & Reno. (C22-033)</i>
Location	Long Beach, CA
Owner	Port of Long Beach
Project Manager Name E-mail and Telephone No.	Brian Abghari babghari@pcn3.com 562-493-4124 X 407
Contract Value (including change orders)	\$2,479,244.70
Brief Description of Firm's Scope of Work for the Project	Provide complete electrical construction services including demolition support, installation of conduit, wiring, cable tray, underground conduit, grounding, lighting, switchgear, fire alarm, temporary power systems, and final equipment terminations. Scope also includes commissioning support, power studies, NETA testing, seismic calculations, startup and testing, as-built documentation, warranty support, spare parts, and training in accordance with project plans and specifications
Completion Date	June 2025

Project No. 56	
Project Name	<i>Naples Island Pump Station Rehabilitation – Phase 1 (C23-018)</i>
Location	Long Beach, CA
Owner	Los Angeles County Department of Public Works
Project Manager Name E-mail and Telephone No.	Jagat (Jay) Mehta jay@aboutmmc.com 714-521-2022
Contract Value (including change orders)	\$1,429,303.62
Brief Description of Firm's Scope of Work for the Project	Provide complete electrical and instrumentation construction services including safe demolition, installation of conduit, wiring, lighting, controls, electrical distribution, grounding, and instrumentation/control systems for pump station facilities. Scope includes installation and termination of control panels, transducers, gas detection systems, float switches, telemetry equipment, and owner-furnished equipment, along with startup, testing, loop checks, power studies, seismic calculations, as-built documentation, warranty support, spare parts, and training per project plans and specifications.
Completion Date	July 2025

Project No. 57	
Project Name	<i>Humboldt Sewer Lift Station Replacement (C24-003)</i>
Location	Huntington Beach, CA
Owner	City of Huntington Beach
Project Manager Name E-mail and Telephone No.	Per B Tvedt hb@artukovich.com 626.444.4286
Contract Value (including change orders)	\$532,310.00
Brief Description of Firm's Scope of Work for the Project	Provide complete electrical and instrumentation construction services including demolition of existing electrical systems, installation of conduit, wiring, duct banks, grounding, lighting, switchgear, and control systems. Scope includes installation and termination of instrumentation devices, PLC and pump control panels, flowmeters, level controls, and owner-furnished equipment, along with startup, testing, loop checks, power studies, NETA testing, seismic calculations, as-built documentation, warranty support, spare parts, and training per project plans and specifications.
Completion Date	September 2025

Project No. 58	
Project Name	<i>OC-88 Pump Station Chiller Replacement (C22-019)</i>
Location	Los Angeles, CA
Owner	Metropolitan Water District
Project Manager Name E-mail and Telephone No.	Jagat (Jay) Mehta jay@aboutmmc.com 714-521-2022
Contract Value (including change orders)	\$940,448.00
Brief Description of Firm's Scope of Work for the Project	Provide complete electrical and instrumentation construction services including demolition support, installation of conduit, wiring, grounding, circuit breakers, LCPs, VFDs, and master control panels. Scope includes installation and integration of instrumentation and control systems such as flow, pressure, and temperature devices, chiller and valve control panels, BACnet systems, and final terminations to owner-furnished equipment, along with commissioning support, power studies, NETA testing, startup, loop checks, as-built documentation, warranty support, spare parts, and training per project plans and specifications.
Completion Date	September 2025

Project No. 59	
Project Name	<i>Garfield Replacement Well (C23-006)</i>
Location	Pasadena, CA
Owner	City of Pasadena
Project Manager Name E-mail and Telephone No.	Ryan Ricard rricard@caliagua.net (866) 416-4214
Contract Value (including change orders)	\$663,928.00
Brief Description of Firm's Scope of Work for the Project	Provide complete electrical and instrumentation construction services including safe demolition, installation of conduit, wiring, lighting, controls, utility coordination, electrical distribution, and grounding systems. Scope includes installation and termination of instrumentation devices such as flow, pressure, and level monitoring equipment, control panels, and owner-furnished equipment, along with power studies, NETA testing, startup, loop checks, as-built documentation, warranty support, spare parts, and training per project plans and specifications.
Completion Date	May 2025

Project No. 60	
Project Name	<i>San Jose Creek WRP East Process Air Control Imp. (C24-010)</i>
Location	Whittier, CA
Owner	Los Angeles County Sanitation District
Project Manager Name E-mail and Telephone No.	Andrew Lufkin alufkin@accoes.com 818-730-5845
Contract Value (including change orders)	\$2,367,418.00
Brief Description of Firm's Scope of Work for the Project	Provide complete electrical construction services including demolition, installation of electrical equipment, conduit, wiring, duct banks, disconnect switches, panel boards, and mini power centers for aeration tank gallery upgrades. Scope also includes underground trenching, radar scanning and coring, trip unit replacements, equipment terminations, commissioning support, power studies, NETA testing, startup, loop checks, as-built documentation, warranty support, spare parts, and training in accordance with project plans and specifications.
Completion Date	November 2025

Project No. 61	
Project Name	<i>Pier E Wash Rack EV Upgrade (C25-020)</i>
Location	Long Beach, CA
Owner	Port of Long Beach - LBCT
Project Manager Name E-mail and Telephone No.	Matt Hunnicutt matt.hunnicutt@lbct.com 562-951-6201
Contract Value (including change orders)	\$830,816.00
Brief Description of Firm's Scope of Work for the Project	Provide complete electrical construction services including demolition, trenching, excavation, conduit and wiring installation, duct banks, pull boxes, disconnect switches, and switchgear modifications for EV charging infrastructure improvements. Scope also includes installation and termination of owner-furnished charge stations in accordance with project drawings and specifications.
Completion Date	December 2025

> Client & Customer References

Client No. 1		
Client Name	County of Los Angeles, Department of Public Works	
Contact E-mail, Telephone No. and Address	Adam Lee (626) 458.6185 AWLEE@dpw.lacounty.gov	900 S Fremont Ave Alhambra, CA 91803

Client No. 2		
Client Name	City of Santa Ana	
Contact E-mail, Telephone No. and Address	Juan Ramirez (714) 647.3377 jramirez@santa-ana.org	220 S. Daisy Ave Santa Ana, CA 92703

Client No. 3		
Client Name	Mesa Water District	
Contact E-mail, Telephone No. and Address	Andrew D. Wiesner, P.E. (949) 207.5458 andreww@MesaWater.org	1965 Placentia Ave Costa Mesa, CA 92627

Client No. 4		
Client Name	Irvine Ranch Water District	
Contact E-mail, Telephone No. and Address	Jacob Moeder (949) 453.5544 Moeder@IRWD.com	15600 Sand Canyon Ave Irvine, CA 92618

Client No. 5		
Client Name	Metropolitan Water District of Southern California	
Contact E-mail, Telephone No. and Address	Joe Robles, P.E. (909) 392.2586 JRobles@mwdh2o.com	700 Alameda Street Los Angeles, CA 90012

Client No. 6		
Client Name	Sanitation District of Los Angeles County	
Contact E-mail, Telephone No. and Address	Jelmer Torres (562) 699.7411 jtorres@lacsdc.org	1955 Workman Mill Rd Whittier, CA 90601

> Client & Customer References

Client No. 7		
Client Name	City of Los Angeles, Department of Public Works	
Contact E-mail, Telephone No. and Address	John Hamilton (310) 648-6129 John.cobb.hamilton@lacity.org	12000 Vista Del Mar Playa Del Rey, CA 90293

Client No. 8		
Client Name	Orange County Water District	
Contact E-mail, Telephone No. and Address	Ryan Bouley (714) 378-3200 rbouley@ocwd.com	18700 Ward Street, Fountain Valley, CA 92708

Client No. 9		
Client Name	City of Santa Monica	
Contact E-mail, Telephone No. and Address	Deborah McCloskey (310) 458.2201 Deborah.McCloskey@SMGOV.NET	2500 Michigan Avenue Santa Monica, CA 90404

Client No. 10		
Client Name	Water Replenishment District (WRD) of Southern California	
Contact E-mail, Telephone No. and Address	Tom Knoell (562) 275.4266 tknoell@wrđ.org	4040 Paramount Blvd. Lakewood, CA 90712

Client No. 11		
Client Name	City of Santa Ana	
Contact E-mail, Telephone No. and Address	Cesar E. Barrera, P.E. (714) 647.3387 cbarrera@santa-ana.org	220 S. Daisy Ave Santa Ana, CA 92703

Client No. 12		
Client Name	Eastern Municipal Water District	
Contact E-mail, Telephone No. and Address	Dustin Wetter (951) 928.3777 x4322 wetterda@emwd.org	2270 Trumble Road Perris, CA 92570

SCHEDULE OF VALUES (COST PROPOSAL)

Please attach company rate sheets for items not listed below.

1. The Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where MSWD elects to use this method in determining costs.
2. The unit price quoted by the Contractor shall be those unit prices that will be charged or credited for labor be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
3. All work shall be performed in accordance with the specifications described in the Request for Proposals.

Fee Schedule: 2026-2027

Category: Electrical

Legend:

Entry Fields

Base Labor, \$	Standard Time (per hour)	Overtime (per hour)	Double Time (per hour)
Superintendent/Foreman Electrician - Offsite	\$175.27	\$241.63	\$304.95
Journey Electrician - Offsite	\$150.93	\$201.87	\$252.09
Apprentice Electrician - Offsite	\$129.20	\$171.21	\$214.20
Electrician - Field Labor	\$175.27	\$241.63	\$304.95
Journey Electrician - Field Labor	\$150.93	\$201.87	\$252.09
Apprentice Electrician - Field Labor	\$129.20	\$171.21	\$214.20
Foreman	\$175.27	\$241.63	\$304.95
Lineman	\$215.48	\$288.58	\$364.23

Base Equipment, \$	Rate	Per Hour or Day
Service Truck	\$56.42	HOUR
Aerial Truck with Operator PER WEEK	\$8,522.90	WEEK

Direct Materials: NTE 15%

Scope of Work

The Contractor shall furnish all labor, materials, equipment, tools, and supervision necessary to perform electrical maintenance and repair services as requested by MSWD. All work shall be performed in a thorough, safe, and professional manner, consistent with industry standards and applicable regulations.

The Scope of Work includes, but is not limited to the following:

- Place, installs, erects, or connects any electrical wires, fixtures, appliances, apparatus, conduits, solar photovoltaic cells, or any part thereof, which generate, transmit, transform, or utilize electrical energy in any form or for any purpose.
- Repair electrical panels lighting circuits, motor control centers (MCC), VFD panels, and all other equipment utilized at water and sewer facilities.
- Troubleshoot of all MCC, relay logic, timer circuits.

Level of Maintenance

All work shall be performed in a manner commensurate with community professional standards and with an ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. Standards and frequencies may be modified from time to time as deemed necessary by MSWD for the proper maintenance and repairs of District facilities.

If, in the judgment of MSWD, the level of maintenance is less than that specified herein, MSWD shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Contractor and MSWD. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at MSWD's sole discretion, result in deduction of payment for that day, week, or month. Payment will be retained for work not performed until such time as the work is performed to MSWD standards.

The Contractor is required to correct deficiencies within the time specified by MSWD. If noted deficient work has not been completed, payment for subject deficiency shall be withheld and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

All work and general conditions shall be performed in accordance with the current Standard Specifications for Cal-OSHA, Public Works Construction (Green Book), the State Water Resources Control Board Health Guidelines, and the American Water Works Association (AWWA) Standards.

Workmanship and Supervision

Unless otherwise stated, Contractor shall be responsible to provide all labor and materials to allow for successful Project completion.

MSWD may choose to reimburse the Contractor for materials that need to be procured. These instances shall be analyzed on a case -by -case basis and reimbursement for materials will need to be agreed upon in the Contractor's letter proposal prior to the commencement of work.

Receipts shall be required for reimbursements for materials purchased for projects. MSWD reserves the right to specify what type of material and/or equipment will be purchased per project. All equipment and material purchases shall be preapproved by MSWD. The Contractor shall charge the actual cost of materials to MSWD plus a maximum of 15% for overhead costs associated with procurement of materials.

MSWD reserves the right to purchase materials directly and make them available to the Contractor. In the event MSWD exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all MSWD practices and procedures.
- All MSWD purchases will be for the sole expressed use of and for MSWD.
- The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives.
- All materials and inventories shall be made available to MSWD upon request. The Contractor will reduce the unit cost for each maintenance task by MSWD's actual cost for the materials provided and used.

Contractor represents and warrants to MSWD that he/she has and will keep in effect at all times during the term of a contract with MSWD, all licenses, permits, professional qualifications, and approvals of whatever nature that are legally required to practice his/her trade.

Maintain all work sites free of hazards to people and/or property resulting from the Contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's operations, shall be immediately reported to MSWD.

The Contractor shall be responsible for removing and cleaning any and all debris that occur as a result of its operations as a result of services requested in this scope of work.

All work performed under this contract shall be performed in such a manner as to provide maximum safety for the public and, where applicable, comply with all safety standards required by CAL-OSHA. MSWD reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

The supervisor or person in charge and on site of any MSWD project shall have a smart phone capable of email. At all times, the Contractor will ensure at least one English speaking person is onsite of any MSWD assigned project.

Working Hours

Normal working hours shall be between the hours of 7:00 AM and 3:30 PM, Monday through Friday, unless otherwise stated by MSWD for emergency or standby services. The Contractor is subject to being contacted 24 hours a day, 7 days a week, 365 days a year to perform emergency repairs. These representatives for the Contractor shall respond to said emergency within two (2) hours from receiving notification. The Contractor shall notify MSWD immediately of any changes to the Contractor's representation.

Contractor's Office

The Contractor shall designate a project supervisor or person in charge at all times and provide MSWD with written notice of such designation. The designated individual shall be available throughout the duration of the work.

The Contractor shall also provide the names and telephone numbers of at least two (2) qualified personnel available during emergency conditions and capable of mobilizing to the job site within two (2) hours of notification.

Unless otherwise stated by MSWD, there will be no on-site storage of equipment or materials on MSWD property or at District sites. Contractors will have full responsibility for maintaining an office and a storage facility. All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, orderly manner and shall be in good working order. MSWD may reject any vehicle or piece of equipment and order it removed if deemed unsafe.

Equipment

All vehicles and equipment used in the performance of the work shall be maintained in a clean, orderly, and safe operating condition. The Contractor shall implement appropriate spill prevention measures, when applicable, including the placement of drip mats or containment under leaking equipment, and shall inspect all equipment for leaks at the end of each workday. MSWD reserves the right, at its sole discretion, to reject and require removal of any vehicles or equipment that do not meet these requirements.

Street Closures, Detours, Barricades

The Contractor shall be responsible for all traffic control and barricades necessary to perform the scope of work. Warning signs, lights, and devices shall be installed and displayed in compliance with the current edition of the "California Manual on Uniform Traffic Control Devices" (CA MUTCD) and "Work Area Traffic Control Handbook" (WATCHBOOK) for use in performance of work upon highways issued by the State of California, Department of Transportation.

Permits

The Contractor shall be responsible for obtaining permits where required by federal, state, or local agencies as it pertains to the work being conducted.

Underground Excavations

The Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor should contact MSWD and Underground Service Alert (www.digalert.org) or call (811) at least forty-eight (48) hours before commencing any excavation, to locate underground service lines.

Responsibility for Damages or Injury

MSWD and all officers, employees, and representative thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the project, or for injury or death of any person as a result of Contractor's performance

of the services required hereunder, or for damage to property from any cause arising from the performance of the project by the Contractor, or its sub-contractors, or its workers, or anyone employed by either of them.

Contractor shall be responsible for any liability imposed by law for injuries to or death of any person or damage to property resulting from defects, obstructions, or from any cause arising from Contractor's work on the project, or the work of any sub-contractor or supplier selected by the Contractor.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

EXHIBIT “C”
GENERAL CONDITIONS
(insert behind this page)

SECTION 2.1
of
GENERAL CONDITIONS

DEFINITIONS, TERMS, ABBREVIATIONS

2.1.01 Definitions - Wherever used in the Contract Documents, the following shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

Acceptance, Final Acceptance - The formal action by the Owner accepting the Work as being complete.

Accepted Bid - The bid (proposal) accepted by the Owner.

Addenda - Written or graphic instruments issued prior to the opening of sealed bids, which modify or interpret the Contract Documents and Drawings by additions, deletions, clarifications or corrections.

Agreement - The written agreement (contract) executed between the Owner and the Contractor covering the performance of the Work.

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

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

Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

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

Contract Documents - The Contract Documents, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Insurance Certificates, Notice of Award, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Detailed Technical Provisions, Drawings, and Addenda.

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

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

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

Detailed Technical Provisions - A part of the Contract Documents consisting of written descriptions of the technical nature of materials, equipment, construction system, standards and workmanship.

Drawings - The part of the Contract Documents, which show the characteristics, and scope of the Work to be performed and which have been prepared or approved by the Engineer.

Engineer - The person, firm or corporation named as such in the Contract Documents.

Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Laboratory - The laboratory authorized by the Owner or the Owner's representative to test materials and work involved in the Project.

Manufacturer - A person, firm or corporation that fabricates, processes, or creates from raw materials or component parts, materials or equipment to be incorporated into the Project.

Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Owner's Representative - The person, consultant, or engineering firm authorized by the Owner to represent him during the performance of the Work by the Contractor and until final acceptance. The Owner's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's Representative means the Owner's representative or his assistants.

Project - The undertaking to be performed as provided in the Contract Documents.

Resident Project Representative - The authorized representative of the Owner who is assigned to the Project site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

Special Conditions - Modifications to Detailed Technical Provisions.

Specifications - The General Conditions, Supplemental General Conditions, Special Conditions, and Detailed Technical Provisions of these Contract Documents.

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

Supplemental General Conditions - Modifications to General Conditions that are specifically applicable to this Project.

Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Utility - Public or private fixed works for the transportation of fluids, gases, power, signals or communications.

Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

2.1.02 Terms - Wherever used in the Contract Documents, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Owner's Representative is intended. Similarly, the terms "approved", "acceptable", "satisfactory", "or equal", or terms of like import shall mean approved by or acceptable to or satisfactory to the Owner's Representative, unless otherwise expressly stated.

The word "provide" shall be understood to mean furnish and install.

2.1.03 Abbreviations - Whenever used in the Contract Documents, the following abbreviations shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAU, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CPR	Certified Payroll Records
DIR	California Department of Industrial Relations
IEEE	Institute of Electrical and Electronics Engineers
LCP	Labor Compliance Program
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or USAS	United States of America Standards Institute (now ANSI)

SECTION 2.2
of
GENERAL CONDITIONS

ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS

2.2.01 SECTION NOT USED.

2.2.02 SECTION NOT USED.

SECTION 2.3
of
GENERAL CONDITIONS

SCHEDULES, REPORTS AND RECORDS

2.3.01 A preconstruction conference will be held prior to commencement of the Work. Attendees shall be the Contractor, his Subcontractors, if applicable, the Owner, the Engineer, representatives of Federal, State or local regulatory or enforcement agencies, and any other parties deemed appropriate by the Owner.

2.3.02 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

2.3.03 Prior to the start of construction, the Contractor shall submit a construction progress schedule to the Engineer for approval. Said schedule shall include, but is not limited to, the following information: Contractor's name, address and telephone number; project/contract number; date prepared; Engineer's name; Owner's name; date of Notice to Proceed; contract completion date; and, list of all important activities, including construction and material delivery, with starting and ending dates for each activity.

The schedule shall be prepared so that the Contractor can update it when significant changes in an activity time and/or completion time occur, as the Engineer may direct. After the Engineer approves the schedule, one (1) electronic copy shall be furnished to the Engineer for distribution. All costs for schedule preparation and printing are included in the Contractor's Bid.

The Engineer reserves the right to alter said schedule to prevent excessive public nuisance or to exclude areas where rights-of-way acquisition might still be in progress or provide timely facilities for testing and connection to other installations dependent upon this project.

2.3.04 Prior to starting construction, the Contractor shall submit to the Engineer for his approval a detailed breakdown of his cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Engineer to determine partial payments.

2.3.05 Prior to the start of construction, the Contractor shall submit the dates at which special drawings will be required and the respective dates when applicable for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

SECTION 2.4
of
GENERAL CONDITIONS

DRAWINGS AND SPECIFICATIONS

2.4.01 SECTION NOT USED.

2.4.02 SECTION NOT USED.

2.4.03 SECTION NOT USED.

2.4.04 SECTION NOT USED.

SECTION 2.5
of
GENERAL CONDITIONS

SHOP DRAWINGS/MATERIAL SUBMITTALS

2.5.01 SECTION NOT USED.

2.5.02 SECTION NOT USED.

2.5.03 SECTION NOT USED.

2.5.04 SECTION NOT USED.

SECTION 2.6
of
GENERAL CONDITIONS

MATERIALS, SERVICES AND FACILITIES

2.6.01 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

2.6.02 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. The Contractor shall be entirely responsible for damage or loss to material and equipment until the Work has been completed by the Contractor and accepted by the Owner.

2.6.03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.6.04 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

2.6.05 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.6.06 Whenever under this Agreement it is provided that the Contractor shall furnish materials or manufactured articles, or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the Work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the Work as a whole or in part.

2.6.07 All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified.

SECTION 2.7

of
GENERAL CONDITIONS

INSPECTION AND TESTING

2.7.01 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

2.7.02 The Owner shall provide all inspection and testing services not required by the Contract Documents. Performance of these tests and all costs will be borne by the Owner; except, the cost of any test which shows unsatisfactory results shall be borne by the Contractor.

2.7.03 The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

2.7.04 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall pay for all inspection fees imposed by public agencies other than the Owner.

2.7.05 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

2.7.06 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

2.7.07 If any Work is covered contrary to the written instructions of the Engineer or work done for which the Contractor has not requested and received inspection, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

2.7.08 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure,

observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

2.7.09 Upon request of the Engineer, the Contractor shall furnish certification of compliance that fabricated or manufactured products conform to the standards of the industry as specified in these Contract Documents and that said fabricated or manufactured products were fabricated or manufactured under the quality control standards of the stated specifications of these Contract Documents.

SECTION 2.8
of
GENERAL CONDITIONS

SUBSTITUTIONS

2.8.01 Whenever a material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

2.8.02 The Contractor's use of approved substitutions or equals shall not relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from providing or using approved substitutions or equals where they affect the adjoining or related work, including the expense of required engineering, redesigning, drafting and permits, where necessary, whether the Owner's approval is given before or after receipt of Bids.

The Contractor shall bear the cost of all engineering work associated with the review of submittals for substitutions and equals. The Contractor shall approve the engineering costs prior to the performance of the engineering work using the form entitled "Authorization of Engineering Costs for the Evaluation of Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the submittal review until authorization is given. If the Contractor does not provide this authorization, the submittal will be rejected.

Engineering costs associated with redesign of adjoining or related work due to Substitutions or Equals shall be approved in writing by the Contractor prior to the performance of the work. The Contractor shall approve the cost of the engineering work using the form entitled, "Authorization of Engineering Costs for Redesign due to Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the redesign until the authorization is given. If the Contractor does not provide this authorization, the submittal, which created the need for redesign, shall be rejected.

SECTION 2.9
of
GENERAL CONDITIONS

INTELLECTUAL PROPERTY, PATENTS, ROYALTIES AND INDEMNIFICATION

2.9.01 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, including attorney's fees, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

2.9.02 Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the District and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the District, or any of its officers, agents, members, employee authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.

This indemnity provision is in addition to all other defense, hold harmless and indemnity clauses in the Contract Documents and shall survive Final Completion and termination of the Contract. If the District is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the District, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the District, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual

property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.

SECTION 2.10
of
GENERAL CONDITIONS

SURVEYS, PERMITS, REGULATIONS

2.10.01 SECTION NOT USED.

2.10.02 SECTION NOT USED.

2.10.03 SECTION NOT USED.

SECTION 2.11
of
GENERAL CONDITIONS

PROTECTION OF WORK, PROPERTY
AND PERSONS

2.11.01 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.11.02 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction, including the applicable provisions of the California Occupational Safety and Health Act of 1973, Part 1, Division 5, of the Labor Code §6300 et. seq. and the Construction Safety Orders of the Division of Industrial Safety. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

2.11.03 The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.11.04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

2.11.05 Until the formal acceptance by the Owner of the performance of the Contractor hereunder, either by furnishing equipment and/or materials or by performance of Work, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of that which he is to provide or complete hereunder occasioned by any of the above causes before completion and acceptance and shall bear the expense thereof. In case

of suspension of Work from any cause whatsoever, the Contractor shall be responsible for all equipment and/or materials then upon Owner property and shall properly store them, if necessary, and shall erect temporary structures where necessary in so doing. Nothing in these Contract Documents shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon Owner's real property, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

2.11.06 Prior to the beginning of any work, the Contractor shall obtain, at its sole expense, all permits required by the California Division of Occupational Safety and Health (Cal/OSHA) for permit-required activities associated with the Project and shall provide copies of such permits to the Owner upon request.

2.11.07 In accordance with Government Code Section 4216 and following, Contractor shall notify Underground Service Alert at least two days prior to excavation with a description of the area to be excavated to determine if any participant has a subsurface installation in the area.

2.11.08 The Contractor shall not commence any excavation over five (5) feet in depth until he has submitted to the Owner 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 any such excavation and such plan has been accepted by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated. If such plan varies from the shoring system standards promulgated by the Department of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed and paid by the Contractor. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing contained in this article shall be construed as relieving the Contractor of full responsibility for providing shoring, bracing, sloping, or other provisions, which are adequate for worker protection.

2.11.09 A working platform for any scaffolding swung or suspended from an overhead support more than ten (10) feet above the ground, floor or area in which an employee on the scaffolding might fall, shall have a safety rail of wood or other equally rigid material of adequate strength; such rail shall be in compliance with the applicable orders of the Division of Industrial Safety.

The suspended scaffolding shall be fastened so as to prevent the same from swaying from the building, or structure, or other object being worked on from such scaffolding. All parts of such scaffolding shall be of sufficient strength to support, bear, withstand with safety, any weight of persons, tools, appliances or materials which might reasonably be placed on it or which are to be supported by it.

In addition to the duties imposed by any law regulating or relating to scaffolding, the Contractor who uses scaffolding in connection with the construction, alteration, repairing, painting, cleaning, or doing of any work upon any building or structure shall furnish safety lines to tie all hooks and hangers back on the roof of such building or structure and provide safety lines hanging from the roof, securely tied thereto, for all swinging scaffolds which rely upon stirrups of the single point of suspension type to support the working platform. One such line shall be provided for each workman with a minimum of one line between each pair of hangers or falls.

Platforms or floors of scaffolding shall be not less than fourteen (14) inches in width and shall be free from knots or fractures impairing their strength.

The use of lean-to scaffolds, sometimes known as jack scaffolds, as support for scaffolds is prohibited.

2.11.10 In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect, as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever notice is required to be given by the Owner or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

2.11.11 The Contractor shall not load nor permit any part of any structure to be loaded with any weights that will endanger the structure, nor shall subject any part of the Work to stresses or pressures that will endanger it.

2.11.12 The Contractor will be required to certify that he has an Injury, Illness Prevention Plan for his company as required by Labor Code Section 6401.7.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones and carried by the supervisor of the work being performed.

The Contractor shall provide assurance to the District that all equipment has proper permits issued by the South Coast Air Quality Management District, or the local air quality district.

In addition, the Contractor shall be required to post notices required by Proposition 65 for any hazardous chemicals listed by the State Health Department, which are brought onto the property as part of the construction program.

2.11.13 Any public works contract of a local public entity, which involves digging trenches or other excavations that extend deeper than four feet below the surface, shall contain a clause, which provides the following:

- a. That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
 - c. That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.
 - d. Differing Conditions shall not include:
 - 1. All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;
 - 2. All that could be seen on Site;
 - 3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.
 - 4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
 - e. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the District's investigation of potential Differing Conditions.
 - f. Failure by Contractor to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

SECTION 2.12
of
GENERAL CONDITIONS

SUPERVISION BY CONTRACTOR

2.12.01 The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

2.12.02 The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work, and whenever the Engineer shall notify the Contractor that any man on the Work is, in his opinion, incompetent, unfaithful, intemperate, or disorderly or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person on the Work representing the Owner, or is otherwise unsatisfactory, such man shall be discharged immediately from the Work and shall not be re-employed upon it except with the consent of the Engineer. Such discharge shall not be the basis of any claim for damages against the Owner or his agents.

2.12.03 In the event that the Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the District Representative, at least seven days prior to engaging the person, an Experience Statement form for the District's review and acceptance. Any proposed substitution is subject to the approval of the District Representative based upon qualifying experience on similar projects as set forth in the bid documents for the project. Failure to obtain the District's acceptance shall not constitute a cause for delay. In addition, the District may issue an order to stop the work under these General Conditions until such time as the Contractor engages persons possessing skills and qualifications acceptable to the District.

2.12.04. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or Contractors, then Contractor shall require the Subcontractor to:

1. coordinate its Work with the dependent work;
2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
3. supply and install items to be built into dependent work of others;
4. make provisions for dependent work of others;
5. examine dependent drawings and specifications and submittals;
6. examine previously placed dependent work;
7. check and verify dependent dimensions of previously placed work;
8. notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and

9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

2.12.05. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the District in accordance with the terms of the Contract, but nothing herein contained shall be taken to relieve Contractor of any of its obligations or liabilities under the Contract, or of performing its required detailed direction and supervision.

2.12.06. Contractor shall at all times permit the District, its agents and authorized representatives to: (i) visit and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject the Work if it does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the District.

2.12.07. Whenever Contractor desires to perform Work outside regular working hours, Contractor shall give notice to the District of such desire and request and obtain the District's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the District may make the necessary arrangement for testing and inspection.

2.12.08. If Contractor receives a written notice from the District that a Clarification is forthcoming from the District, all Work performed before the receipt of the Clarification shall be coordinated with the District to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the District's written notice but before receipt of the Clarification and not so coordinated shall be at Contractor's risk.

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

SECTION 2.13
of
GENERAL CONDITIONS

CHANGES IN THE WORK

2.13.01 This Agreement may not be altered in whole or in part except by modification in writing and properly executed by all parties hereto or by a change order.

2.13.02 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

2.13.03 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

SECTION 2.14
of
GENERAL CONDITIONS

CHANGES IN CONTRACT PRICE

2.14.01 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices. Original bid items. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant, the Owner shall review the unit price to determine if a new unit price should be negotiated.
- b. An agreed lump sum.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

When all or any part of the work covered by Change Order is performed by any of the Contractor's Subcontractors, the markups established in this section shall be applied to the Subcontractor's actual cost of such work, to which a markup of five (5) percent on the subcontracted portion of the work may be added by the prime Contractor.

SECTION 2.15
of
GENERAL CONDITIONS

TIME FOR COMPLETION AND
LIQUIDATED DAMAGES

2.15.01 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on or before a date specified in the Notice to Proceed. The Contractor should be aware that time is of the essence for this project.

2.15.02 The Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

2.15.03 If the Contractor shall fail to complete the Work within the Contract Time, or requests for extension of time approved by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

2.15.04 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- a. To any preference, priority or allocation order duly issued by the Owner.
- b. If delays are caused by unforeseen events beyond the control of both the Contractor and the Owner, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, labor, required "extra work," or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

- c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 2.15.04a and 2.15.04b of this article.

- d. If delays beyond the Contractor's control are caused by reasons other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interests of the Owner, an extension of time may be granted, but the Contractor shall not be entitled to damages or additional payment due to such delays.

If delays beyond the Contractor's control are caused solely by action or inaction by the Owner, such delays will entitle the Contractor to an extension of time.

- e. Extensions of time, when granted, will be based upon the effect of delays on the project as a whole and will not be granted for noncontrolling delays to minor included portions of work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole.
- f. If the Contractor desires payment for a delay or an extension of time, he shall, within thirty (30) days after the beginning of the delay, file with the Owner a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least fifteen (15) days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such request.

2.15.05 In case the Work called for under this Contract is not completed within the time limit stipulated herein, the Owner shall have the right, in lieu of assessing liquidated damages, to extend the time of completion thereof. If the time limit be so extended, the Owner shall have the right to charge to the Contractor and to deduct from the final payment for the Work, the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate and the cost accruing by reason of unavoidable delays shall not be included in such charges.

SECTION 2.16
of
GENERAL CONDITIONS

CORRECTION OF WORK

2.16.01 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

2.16.02 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

SECTION 2.17
of
GENERAL CONDITIONS

SUBSURFACE CONDITIONS AND
EXAMINATION OF CONTRACT DOCUMENTS

2.17.01 The Contractor represents that he has carefully examined the Contract Documents and the site where the Work is to be performed and that he has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may affect performance of the Work in any manner. The Contractor further represents that he has studied all surveys and investigation reports governing subsurface and latent physical conditions pertaining to the job site; that he has performed such additional surveys and investigations as he deems necessary to complete the Work at the Contract Price; and, that he has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a Bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered and as to the character, quality and scope of the Work.

2.17.02 The Drawings for the Work show conditions as they are supposed or believed by the Engineer to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions actually exist. The Owner and the Engineer shall not be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown in the Drawings and the actual conditions revealed during the progress of the Work or otherwise.

Where the Owner or the Engineer or their consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, the Contractor may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the Engineer.

The records of such investigations are not a part of the Agreement and are shown solely for the convenience of the Contractor. It is expressly understood and agreed that the Owner, the Engineer and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations; the records thereof; or of the interpretations set forth therein or made by the Owner's consultants, the Engineer or his consultants in the use thereof by the Engineer, and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked for developments may not occur, or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the Owner, the Engineer or their consultants is included with the Drawings, it is expressly understood and agreed that said log of test borings does not constitute a part of the

Agreement, represents only the opinion of the Owner or the Engineer or their consultants as to the character of the materials encountered by them in the test borings, is included in the Drawings only for the convenience of the Contractor, and its use is subject to all of the conditions and limitations set forth in this article.

2.17.03 The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of Section 2.17.01 and the Contractor is cautioned to make such independent investigations and examinations as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the Work.

2.17.04 No information derived from such inspection of records of investigations or compilation thereof made by the Owner, Engineer, or their consultants will in any way relieve the Contractor from any risk or from properly fulfilling the terms of the Agreement.

SECTION 2.18
of
GENERAL CONDITIONS

SUSPENSION OF WORK,
TERMINATION AND DELAY

2.18.01 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.18.02 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

2.18.03 Where the Contractor's services have been terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.

2.18.04 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit. The Owner's authority and responsibility with respect to termination for convenience of owner or upon breach of contract are set forth in more detail in Section 2.35 of these General Conditions.

2.18.05 If, through no act or fault of the Contractor, the entire Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or by request of litigation relating to the Project, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

2.18.06 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

SECTION 2.19
of
GENERAL CONDITIONS

PAYMENTS TO CONTRACTOR

2.19.01 SECTION NOT USED

2.19.02 SECTION NOT USED

2.19.03 SECTION NOT USED

2.19.04 SECTION NOT USED

2.19.05 SECTION NOT USED

2.19.06 SECTION NOT USED

2.19.07 SECTION NOT USED

2.19.08 SECTION NOT USED

SECTION 2.20
of
GENERAL CONDITIONS

ACCEPTANCE OF FINAL
PAYMENT AS RELEASE

2.20.01 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

SECTION 2.21
of
GENERAL CONDITIONS

INSURANCE

2.21.01 The Contractor shall not commence any work under the Contract Documents until he obtains at his own expense all required insurance. Such insurance must have the approval of the Owner as to Company, limits, form and amount. The Contractor shall not permit any Subcontractor to commence work on the Project until the Subcontractor has also complied with these insurance requirements. The types of insurance, which the Contractor shall secure and maintain for the full Contract time, are Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Builder's Risk "All Risk" Insurance, and Contractor's Pollution Liability Insurance as hereinafter specified. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Contract Documents.

All policies required by this Section shall be primary insurance as to the Owner so that coverage held by the Owner will not contribute to any loss under the Contractor's insurance using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

Premiums for said insurance shall be paid for by the Contractor.

2.21.02 Before commencing any work, the Contractor shall submit written evidence that he and all Subcontractors have obtained for the Contract time full Worker's Compensation Insurance coverage, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Owner, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the named insured for the Owner; this provision applies regardless of whether or not the Owner has received a waiver of subrogation from the insurer.

2.21.03 Before commencing any work, the Contractor shall procure for the entire Contract time full Commercial General Liability Insurance, Automobile Liability Insurance coverage, and Contractor's Pollution Liability as hereinafter specified. Such insurance shall insure the Contractor and all Subcontractors for all claims for personal injury, including sickness and death, and all claims for destruction of or damage to property, including loss of use, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under the Contractor, or by anyone directly or indirectly employed by the Contractor or by any Subcontractor.

Such Commercial General Liability Insurance shall be written with a limit of liability of not less than five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the

policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit. Should the Contractor maintain insurance coverage exceeding the specified amount, any such additional coverage shall still benefit the Owner.

Such Commercial General Liability Insurance shall also be written for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

Such Automobile Liability Insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, including sickness and death, at any time resulting therefrom, sustained by any one person in any one occurrence, and a limit of liability of not less than two million dollars (\$2,000,000) aggregate for any such damages sustained by two or more persons in any one occurrence. Such automobile liability insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District.

Coverage for Commercial General Liability Insurance, Contractor's Pollution Liability Insurance and Automobile Liability Insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 00 01).
- b. Insurance Services Office (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c. Excess Liability Insurance (if necessary) - The limits of insurance required in this agreement may be satisfied by a combination of primary, umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured.

Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officers, employees, agents and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, administration and defense expenses.

The Commercial General Liability Insurance policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

The policy for such insurance shall include contractual coverage sufficiently broad to cover the Contractor's indemnification agreement contained in Section 2.24 excepting 2.24.04 of these General Conditions. The District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 11 85; or both CG 20 10 10 01 and CG 20 37 10 01 (or the CG 20 10 07 04 and CG 20 37 07 04 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the District for all work performed by the Contractor, its employees, agents and subcontractors. this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

2.21.04 Until the completion and final acceptance by the Owner of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

If applicable, the Contractor shall provide and maintain **Builder's Risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Owner. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The policy shall be endorsed with Owner, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Owner

or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Owner. The policy must specify that coverage is to include all materials and equipment to be incorporated in the Project while at the construction site and while in transit.

Such policy shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District. A maximum deductible amount of five thousand dollars (\$5,000.00) on all perils will be allowed. Also, the insurer shall waive all rights of subrogation.

If the Owner determines not to require the Contractor to procure such insurance, the Contract price shall be reduced by the amounts set forth in the bid items for the premium for such insurance.

If the Owner determines to require the Contractor to procure such insurance, such insurance shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The policy or policies for such insurance may provide for a deductible amount not to exceed five (5) percent of the Contract price. As provided in Section 7104 of the Public Contracts Code, the Contractor is responsible for the cost of repairing or restoring work up to five (5) percent of the contract amount.

2.21.05 Contractor shall furnish the Owner with copies of certificates and amendatory endorsements affecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages, required by these specifications, at any time. Failure to continually satisfy the insurance requirements is a material breach of contract.

Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's Contracts Analyst. Carrier(s) shall have an A.M. Best rating of no less than an A: VII or better.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the Commercial General Liability declarations or

endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include required provisions. The District reserves the right to obtain complete, certified copies of all required insurance policies at any time and the Contractor shall provide the same within five (5) days of such request. Failure to continually satisfy the insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least ten (10) years after completion of the project. The Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expires during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

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

The District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

SECTION 2.22
of
GENERAL CONDITIONS

CONTRACT SECURITY

2.22.01 The Contractor shall within thirty (30) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond in penal sum equal to the amount of the Contract Price and a Payment Bond in penal sum equal to one-hundred (100) percent of the amount of the Contract Price, requiring the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the payment by the Contractor to all subcontractors, persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

2.22.02 Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and by California law. The expense of these Bonds shall be borne by the Contractor. Bonds to be placed with insurers with a current A.M. Best's rating of no less than A: VII or better.

2.22.03 If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall they be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

2.22.04 The Performance Bond and the Payment Bond must remain in effect throughout the period for performance of the Work and through the time of final payment by the Owner, and the Performance Bond must remain in effect for a period of one (1) year from the date of approval of the work by the Board of Directors of Owner, which is the period of the Contractor's warranty, or as modified under the Supplemental General Conditions. If a changer order results in an increased contract amount, an updated bond must be submitted to reflect the revised total contract value.

SECTION 2.23
of
GENERAL CONDITIONS

ASSIGNMENTS AND BANKRUPTCY

2.23.01 The Contractor shall not sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

2.23.02 In the event of bankruptcy of the Contractor, whether voluntary or involuntary, this Agreement is automatically terminated, and the Contractor is entitled to no further payments over and above the reasonable value of the actual work completed at that time.

SECTION 2.24
of
GENERAL CONDITIONS

INDEMNIFICATION

2.24.01 The Contractor and any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable during the term of this agreement and associated with the work performed thereunder, will indemnify, defend and hold harmless the Owner and any of their directors, independent contractors, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, but not including the sole or active negligence or willful misconduct of the Owner.

Each of the indemnified parties named in this Section shall be entitled to designate the attorney of their choice and indemnitor agrees to keep Owner's attorney advised as to the status of all claims, damages, losses, expenses and litigation which may arise hereunder.

2.24.02 In any and all claims against the Owner or any of their directors, independent contractors, agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

2.24.03 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

2.24.04 The Contractor shall indemnify, defend and save the Owner, the Owner's Representative, the Engineer, their consultants, and each of their directors, independent contractors, officers, employees and agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Agreement, including but not limited to, Contractor's failure to complete any portion of the Work by the time specified in the Contract Documents. Such costs, expenses, and damages shall include all costs incurred by the Owner, the Owner's Representative, the Engineer, and their consultants to defend against any claims, stop notices, or lawsuits based thereon in which any of them is made a party.

Each of the indemnified parties named in this section shall be entitled to designate the attorney of their choice and the indemnitor agrees to pay the fee of each such attorney so designated.

SECTION 2.25
of
GENERAL CONDITIONS

SEPARATE CONTRACTS

2.25.01 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

2.25.02 The Owner may perform additional Work related to the Project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.25.03 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 2.14, 2.15, and 2.18.

SECTION 2.26
of
GENERAL CONDITIONS

SUBCONTRACTING

2.26.01 SECTION NOT USED.

2.26.02 SECTION NOT USED.

2.26.03 SECTION NOT USED.

2.26.04 SECTION NOT USED.

2.26.05 SECTION NOT USED.

2.26.06 SECTION NOT USED.

SECTION 2.27
of
GENERAL CONDITIONS

ENGINEER'S AUTHORITY

2.27.01 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

2.27.02 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

2.27.03 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

2.27.04 The Engineer shall promptly make decisions relating to interpretation of the Contract Documents.

2.27.05 Any plan or method of Work suggested by the Engineer but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner shall assume no responsibility therefor.

2.27.06 Engineer's authority and responsibility with respect to Resident Project Representation are as set forth in Section 2.33 of these General Conditions.

SECTION 2.28
of
GENERAL CONDITIONS

LAND AND RIGHTS-OF-WAY

2.28.01 Prior to issuance of Notice to Proceed, the Owner shall obtain land and all work shall be performed within existing public rights-of-way for carrying out the Work to be performed pursuant to the Contract Documents. Right-of-way limits are shown on the Drawings.

2.28.02 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

2.28.03 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

2.28.04. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the District to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the District.

2.28.05. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.

2.28.06. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part of the Work or adjacent property to stresses or pressures that will endanger it.

2.28.07. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

SECTION 2.29
of
GENERAL CONDITIONS

GUARANTEE

2.29.01 The Contractor shall guarantee that all materials and equipment furnished will be new unless otherwise specified.

2.29.02 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance by the Board of Directors of Owner. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance by the Board of Directors of Owner that the completed work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guarantee period.

SECTION 2.31
of
GENERAL CONDITIONS

TAXES

2.31.01 The Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening including, but not limited to, all sales, consumer, use and other similar taxes assessed by Federal, State or local authorities where the Work is performed.

2.31.02 The terms of these Contract Documents may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to these Contract Documents, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 2.32
of
GENERAL CONDITIONS

CONFLICT

2.32.01 SECTION NOT USED.

2.32.02 SECTION NOT USED.

SECTION 2.33
of
GENERAL CONDITIONS

RESIDENT PROJECT REPRESENTATIVE

2.33.01 The Engineer will furnish a Resident Project Representative and Assistants to assist the Engineer in carrying out his responsibilities at the Project sites. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and Assistants are herein set forth.

2.33.02 The Resident Project Representative is the Engineer's agent and will act as directed by and under the supervision of the Engineer. He will confer with the Engineer regarding his actions. His dealings in matters pertaining to the on-site Work shall, in general, be only with the Engineer and the Contractor. His dealings with Subcontractors shall only be through or with the full knowledge of the Contractor or his superintendent. He will generally communicate with the Owner only through or as directed by the Engineer.

2.33.03 The duties and responsibilities of the Resident Project Representative will be as follows:

- a. Schedules - Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with the Engineer concerning their acceptability.
- b. Conferences - Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- c. Liaison -
 - (1) Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the Engineer in serving as Owner's liaison with the Contractor when Contractor's operations affect Owner's on-site operations.
 - (2) As requested by the Engineer, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the Work.
 - (3) Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from the Owner or others, except instructions transmitted through the Engineer or himself.

- d. SECTION NOT USED
- e. SECTION NOT USED
- f. Interpretation of Contract Documents - Transmit to the Contractor the Engineer's clarifications and interpretations of the Contract Documents.
- g. Modifications - Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.
- h. Records -
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - (2) Keep a diary or logbook, recording hours on the job site, weather conditions, data related to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
 - (3) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials.
- i. Reports -
 - (1) Furnish Engineer periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- j. Payment Requisitions - Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site.
- k. Guarantees, Certificates, Maintenance and Operation Manuals - During the course of the Work, verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Engineer for his review and forwarding to the Owner prior to final acceptance of the Project.

1. Completion -

- (1) Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- (2) Conduct final inspection in the company of the Engineer, Owner and Contractor and prepare a final list of items to be corrected.
- (3) Verify that all items on the final list have been corrected and make recommendations to the Engineer concerning acceptance.

2.33.04 Except upon written instructions of the Engineer, the Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- c. Expedite Work for the Contractor.
- d. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- f. Authorize the Owner to occupy the Project in whole or in part.
- g. Participate in specialized field or laboratory tests.

SECTION 2.34
of
GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

2.34.01 The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or Agreement for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, defend and indemnify the Owner, the Engineer, and all of its and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the Owner, the Contractor shall bear all costs arising therefrom.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. Wages to be paid for a day's work to all classes of laborers, workers, or mechanics on the work contemplated by the contract, shall be not less than the prevailing rate for a day's work in the same trade or occupation on the locality within the State where the work hereby contemplated is to be performed as determined by the State of California Director of Industrial Relations pursuant to his authority under Labor Code section 1720 et. seq. Each laborer, worker, or mechanic employed by a Contractor or by any Subcontractor shall receive the wages herein provided for. The Contractor shall pay up to two hundred (\$200.00) per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to the worker. NOTE: an error on the part of the awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code section 1720 – 1781 and 1813 – 1815.
- b. In accordance with Sections 1773.1 and 1773.8 of the Labor Code the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et. seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the Owner, forfeit up to twenty-five (25) Dollars for each workman employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours per day at not less than 1.5 times the base rate of pay (or 2 times base rate on Sunday/Holidays), in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is responsible for compliance with Labor Code Section 1777.5 and the California Code of Regulations 230 – 230.2 for all apprenticeable occupations, whether employed by the Contractor or by the Subcontractors. Included in these requirements is the Contractor's requirement to provide notification to the appropriate apprenticeship committees, pay training fund contributions, utilize apprentices in a minimum ratio of not less than once apprentice for each five journeyman hours (unless an exception is granted in accordance with Labor Code 1777.5) and/or request for the dispatch 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.

Willful violations of Section 1777.5 will result in a forfeiture of \$100.00 for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

- f. Attention is directed to the provisions of Labor Code 1725.5 requiring all contractors and subcontractors who bid or work on a public works project to be registered with the Department of Industrial Relations (DIR) via its online portal: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

2.34.02 In the event of any legal or equitable proceeding to enforce the terms or conditions of this Agreement, the parties agree that venue shall be in the judicial district in which the office of the Owner is located.

2.34.03 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

All clauses contained in the Contract Documents shall be interpreted in a manner, which renders them valid under applicable provisions of State, and Federal law where a consistent interpretation is possible.

2.34.04 In the event any arbitration proceeding, administrative proceeding or litigation in law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions or performance of this Agreement, the prevailing party shall be entitled to the award of a reasonable attorney's fee and the costs of the proceeding, which shall be determined by the Court or the presiding officer at the proceeding, authorized to make a determination of the issues at the hearing level, or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

If any party to this Agreement becomes a party to any litigation, administrative proceeding or arbitration concerning the enforcement or interpretation of the provisions of this Agreement or the performance of this Agreement by reason of any act or omission of another party or authorized representatives of another party to this Agreement and not by any act or omission of the party that becomes a party to that proceeding or any act or omission of its authorized representatives, the party that causes another party to become involved in the proceeding shall be liable to that party for reasonable attorney fees and costs of the proceeding incurred by that party in the proceeding. The award of reasonable attorney fees and costs shall be determined as provided above.

In the event opposing parties have each prevailed on one or more causes of action actually contested or admitted by pleadings or prehearing documents on file, the presiding officer may offset such fees and costs between prevailing parties after considering the necessity of the proceeding and the importance of the issue or issues upon which a party has prevailed.

2.34.05 It shall be the responsibility of the contractor to maintain an accurate payroll record showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code 1776, and to insure that each subcontractor on the project also complies with all provisions of Labor Code 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall submit to the Agency's designated Labor Compliance Officer a copy of Certified Payroll Records as enumerated by Labor Code 1776 for the Contractor's, as well as Subcontractor's, employees working on the project work. The Agency shall make no payment to the Contractor until the certified records are received by the Agency's designated Labor Compliance Administrator/Department/Division. Each contractor performing work under contract shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776. Contractor and Subcontractor shall keep accurate project records such as Daily Logs and Reports and may be asked to provide copies of such records per the State of California Public Records Act, Government Code section 6250 – 6276.48. Pursuant to SB854, all public works contractors and subcontractors shall also furnish electronic certified payroll records directly to the Labor Commissioner. For all projects awarded on or after April 1, 2015, the contractors and

subcontractors must furnish electronic certified payroll records to the Labor Commissioner using the online portal: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the contractor and/or subcontractor and the name, address and telephone number of all employees do not appear on the modified records.

Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten (10) days of the date a written request for payroll records has been received.

Failure of contractor to comply with any provision of this Section or Labor Code 1776 within ten (10) days of the date a written request for compliance is received shall result in a forfeiture of up to one hundred dollars (\$100.00) per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Owner shall withhold penalties under this Section or Labor Code 1776 from the contractor's progress payments then due.

2.34.06 By entering into this contract or any subcontract pursuant to this contract, the Contractor and each Subcontractor who performs work or supplies goods, services or materials hereby offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Federal or State Anti-Trust Law, including, but not limited to, any Anti-Trust action any of them may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to this contract or any related subcontract. This assignment is made and becomes effective at the time the awarding body tenders final payment to the Contractor shall insure that a comparable provision is included in all subcontracts at all tier levels which are executed pursuant to this prime contract. Contractor shall have the rights set forth in Section 4553 and 4554 of the Public Contract Code.

SECTION 2.35
of
GENERAL CONDITIONS

REMOVAL, RELOCATION OR PROTECTION
OF EXISTING UTILITIES

2.35.01 SECTION NOT USED

2.35.02 SECTION NOT USED

2.35.03 SECTION NOT USED

2.35.04 SECTION NOT USED

2.35.05 SECTION NOT USED

SECTION 2.36
of
GENERAL CONDITIONS

ANTI-TRUST CLAIMS

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

SECTION 2.37
of
GENERAL CONDITIONS

TERMINATION FOR CONVENIENCE
OF OWNER OR UPON BREACH OF CONTRACT

2.37.01 The performance of work under this contract may be terminated by Owner in accordance with this clause in whole or from time to time in part whenever Owner or Owner's Representative determines that such termination is in the best interest of Owner. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, the date upon which the termination becomes effective, and the reason for the termination.

2.37.02 After receipt of a Notice of Termination, except as otherwise directed by Owner or Owner's Representative, Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- b. Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for the completion of such portion of work under the contract as is not terminated,
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- d. Assign to Owner in the manner, at the times, and to the extent directed by Owner or Owner's Representative all of the right, title, and interest of Contractor under the orders and subcontracts terminated, in which case Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent Owner may require,
- f. Transfer title and deliver to Owner, in the manner, at the times, and to the extent, if any, directed by Owner (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination and (2) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to Owner,
- g. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by Owner or Owner's Representative any property of the types referred to in f. above, provided Contractor (1) shall not be required to extend credit to any purchasers, and (2) may acquire any such property under the conditions prescribed by and at the prices approved by Owner or Owner's Representative. The proceeds of any such

transfer or disposition shall be applied in reduction of any payments to be made by Owner to Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as Owner or Owner's Representative may direct,

- h. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination to the satisfaction of Owner,
- i. Take such action as Owner or Owner's Representative may direct for the protection and preservation of the property related to this contract which is in the possession of Contractor and which the Owner has or may acquire an interest.

After receipt of a Notice of Termination, Contractor shall submit to Owner his termination claim, in the form and with certification prescribed by Owner or Owner's Representative. This claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner or Owner's Representative upon Contractor's written request within such three (3) month period or any authorized extension of the three (3) month period. Owner may deny or grant the request for an extension of time as Owner may determine in its sole discretion. Owner's decision to grant or deny the extension shall be final and binding on all parties to this contract. Upon failure of Contractor to submit his termination claim within the time allowed, Owner or Owner's Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to Contractor the amount so determined.

2.37.03 Contractor and Owner may agree upon the whole or any part of the amount paid to Contractor by reason of the total or partial termination of work pursuant to this clause provided an agreement, in writing, has been reached within three months following the date the termination notice has become effective.

In the event Contractor and Owner are unable to agree on the termination price, Owner shall pay to Contractor the amount determined by Owner or Owner's Representative, in its sole discretion, to be fair and equitable under the circumstances excluding amounts Owner and Contractor have agreed to in accordance with the terms of this section.

In no event shall Contractor be entitled to receive any amount upon termination of this contract which exceeds the total contract price reduced by the amount of payments otherwise made and further reduced by the contract price of work not terminated, by the fair value, as determined by Owner or Owner's Representative, in its sole discretion, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner, by all unliquidated advances or other payments on account made to Contractor applicable to the terminated portion of the contract, by any claim which Owner may have against Contractor in connection with this contract, by the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of this clause and not otherwise recovered or credited to Owner, and by estimated or actual costs to correct Contractor's work which Owner or Owner's Representative, in its sole discretion, determines to be defective. The decision of Owner or Owner's

Representative to determine the proper termination amounts shall be final and binding on all parties to this contract.

2.37.04 Unless otherwise provided for in this contract, Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to Owner at all reasonable times at the office of Contractor, and without charge of any kind to Owner, all Contractor's books, records, documents, and other evidence bearing on the costs and expenses of Contractor under this contract. For this purpose, Contractor specifically consents to allow Owner to receive such copies of Contractor's tax returns as Owner may deem necessary to verify Contractor's costs.

2.37.05 In the event Owner terminates the contract in whole or in part due to the failure of Contractor, its agents, servants, employees or subcontractors to perform any work in the time or manner designated in the contract documents, Owner shall immediately serve written notice of the Termination upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within ten (10) days after the serving upon it of a notice of termination does not give the Owner written notice of his intention to take over and perform the contract or does not commence performance thereof within thirty (30) days from the date of serving said notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method he may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Owner for any excess costs or other damages occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the Owner elects to complete by furnishing his own employees, materials, tools and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for force account work in the article on payment for changes in the work.

2.37.06 In the event Owner terminates the contract as a result of a breach of any contract terms by Contractor, its agents, servants, employees or subcontractors, if the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Excessive costs not paid by Contractor or its Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of fifteen percent (15%) per annum or the maximum rate authorized by California law, whichever is lower.

SECTION 2.38
of
GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

2.38.01 Responsibility of Job Site Conditions

Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall defend, indemnify and hold the Owner and the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the Owner or the Engineer.

2.38.02 Mediation and Arbitration of Claims

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20103.5) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are attached to these General Conditions.

SECTION 2.39
of
GENERAL CONDITIONS

PUBLIC CONTRACT CODE SECTIONS
20103.5 – 20207.7

The following Public Contract Code Sections are included for information.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount of payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the local agency shall, within thirty (30) days, schedule a meet-and-confer conference for the purpose of resolving the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision

(a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article.

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as, otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgement. The interest shall begin to accrue on the date the suit is filed in a court of law.

As stated in subdivision (c) of Section 20104, any contract entered into on or after January 1, 1991, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

20207.7. Unless the amount involved in the purchase at any one time of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board may purchase the articles without the necessity of advertising or lettering contracts. Where the cost of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board shall advertise for sealed bids for furnishing the district the articles. In the matter of advertising, opening and accepting bids, and the letting of contracts, the board shall proceed in all respects in the manner and form provided in the case of contracts for annual supplies.

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score
Accurate Structural Inc	70	66	56	64
Amttek Construction	83	81	70	78
Baker Electric & Renewables LLC	40	20	68	42.67
Fox Company Electric, LLC	0	0	0	0
GA Technical Services, Inc.	68	65	74	69
LEED Electric, Inc.	95	95	86	92

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING

MEETING DATE: SEPTEMBER 17, 2026

FROM: DANNY FRIEND, DIRECTOR OF OPERATIONS

FOR: ACTION



AWARD CONTRACT TO GILES GENERAL ENGINEERING, KIRTLEY CONSTRUCTION, AND TRI-STAR CONTRACTING II FOR ON-CALL POTABLE WATER AND SANITARY SEWER REPAIR SERVICES

STAFF RECOMMENDATION

It is recommended to authorize the General Manager to execute a one-year contract for On-Call Potable Water and Sanitary Sewer Repair Services, in an amount not-to-exceed \$100,000.00, with the option to extend for two additional one-year terms, subject to negotiated price adjustments, with each of the following contractors:

1. Giles Engineering, in an amount not to exceed \$100,000;
2. Kirtley Construction Inc., in an amount not to exceed \$100,000; and
3. Tri-Star Contracting II Inc., in an amount not to exceed \$100,000.

SUMMARY

In May 2026, the District issued a Request for Proposals (RFP) for On-Call Potable Water and Sanitary Sewer Repair Services. Four proposals were received from experienced, qualified contractors. The scope of work includes on-call emergency repair services for potable water and sanitary sewer infrastructure, as well as small-scale planned projects, on a time-and-materials basis.

ANALYSIS AND FISCAL IMPACT

The purpose of this RFP is to establish contracts with qualified contractors and provide MSWD with readily available support for underground water and sewer infrastructure needs. Selected contractors must be capable of mobilizing within two hours of notification during emergencies and performing all required repair work. Following review of the proposals, staff identified three contractors best qualified to provide services under the proposed scope of work. Funding for these contracts is included in the approved FY 2026-27 operating and capital budgets. The attached scoring summary provides additional information on the evaluators' scores.

BUDGET INFORMATION & STRATEGIC PLAN IMPLEMENTATION

Action Cost:	Current FY Cost:	Future FY Cost:	Funding Source	Acct/Project No.
\$300,000.00	\$300,000.00	\$600,000.00	201 & 301	Multiple
Covered in current FY budget?	Adjustment Needed?	Current Balance:	Balance if Approved:	
Yes	No	Multiple	Multiple	
Strategic Plan Goal Alignment:				
SMART Goal 4.3 - Maintain and renew assets while facilitating strategic Capital Improvements				

ATTACHMENTS

Attachment 1A - Giles Engineering, Attachment 1B - Kirtley Construction, Inc., Attachment 1C - Tri-Star Constructing II, Inc., Attachment 2 - Scoring Summary Water and Sewer

**AGREEMENT FOR ON-CALL POTABLE WATER AND SANITARY SEWER REPAIR
SERVICES BY INDEPENDENT CONTRACTOR
PROJECT DIR # _____**

THIS AGREEMENT FOR ON-CALL POTABLE WATER AND SANITARY SEWER REPAIR SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **October 1, 2026** by and between the MISSION SPRINGS WATER DISTRICT, a County Water District ("DISTRICT") whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **Giles Engineering, a California corporation** whose address is **16738 Lakeshore Drive, #H275, Lake Elsinore, CA 92530** ("CONTRACTOR").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. DISTRICT desires to engage CONTRACTOR to provide the following services: on-call potable water and sanitary sewer repair services and related facility maintenance, repair, and emergency services on an as-needed basis; and
- B. CONTRACTOR has made a proposal ("Proposal") to the DISTRICT to provide such services, which Proposal is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and
- C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof; and
- D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services; and
- E. The parties acknowledge that some or all of the Services may constitute "public works" or "maintenance" under California Labor Code section 1720 et seq.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue for a term of one (1) year, with the option to extend for additional terms which shall not exceed three (3) consecutive years, as approved by the DISTRICT Board of Directors.

2. Services to be Performed. CONTRACTOR agrees to provide on-call maintenance, repair, and emergency services (“Services”) as requested by DISTRICT and contained within the Proposal. All Services shall be authorized through written task orders (“Task Orders”) issued by the DISTRICT. Each Task Order shall describe the scope of work, schedule, and compensation. CONTRACTOR shall not perform any Services without prior written authorization from DISTRICT. CONTRACTOR designates Andres Giles as CONTRACTOR’S representative(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

2.01. Task Orders. DISTRICT shall issue Task Orders on an as-needed basis. For each Task Order, CONTRACTOR shall submit a written cost proposal, which shall include, at a minimum, labor, materials, subcontractors, and a proposed schedule for completion. No Task Order shall be binding, and CONTRACTOR shall not commence any work thereunder, unless and until the Task Order has been approved in writing by the DISTRICT. DISTRICT makes no representation or guarantee that CONTRACTOR will receive any minimum amount of work under this Agreement.

2.02. In addition to the requirements set forth in this Agreement, all Services performed pursuant to any Task Order shall be subject to, and CONTRACTOR shall comply with, the General Conditions, Special Conditions, and bond requirements applicable to the Work. The General Conditions and Special Conditions are attached hereto as Exhibit “C” and incorporated herein by this reference.

Each Task Order issued under this Agreement shall expressly incorporate the terms of this Agreement, and Exhibit “C” . Additionally, CONTRACTOR agrees that all work performed under any Task Order shall be governed by, and performed in accordance with, such provisions, whether or not expressly restated in the Task Order.

Without limiting the foregoing, CONTRACTOR shall comply with all requirements relating to performance bonds, payment bonds, maintenance bonds, and any other security required by the DISTRICT pursuant to Section 12 of this Agreement. . In the event of any conflict between the terms of a Task Order and the General Conditions, Special Conditions, or bond requirements, the more stringent provision, as determined by DISTRICT, shall control.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT. CONTRACTOR shall require all subcontractors to comply with all applicable provisions of this Agreement, including prevailing wage, insurance, and indemnity obligations.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall

not increase any rate without the prior written consent of the DISTRICT. This Agreement is a time-and-materials, on-call contract. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of \$100,000.00. Each Task Order issued pursuant to this Agreement may include its own not-to-exceed amount, which shall not be exceeded without prior written approval of the DISTRICT.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing. CONTRACTOR shall not exceed any not-to-exceed amount established in an approved Task Order without the prior written approval of the DISTRICT.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. Invoices shall reference the applicable Task Order. DISTRICT may withhold payment for: (i) defective work, (ii) non-compliance with prevailing wage laws, or (iii) incomplete or unauthorized work. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

4.05 DISTRICT may withhold retention from progress payments on a Task Order basis where appropriate. Retention shall not exceed five percent (5%) of the amount payable under the applicable Task Order, unless a higher percentage is permitted by applicable law. Retention shall be released upon satisfactory completion and acceptance of the applicable Task Order, and if a Notice of Completion is recorded for such Task Order, in accordance with applicable law governing the release of retention. Retention, if any,

shall be administered separately for each Task Order.

4.06 Stop Notices. CONTRACTOR acknowledges that DISTRICT may withhold funds otherwise due or to become due to CONTRACTOR in response to any stop notice, bonded stop notice, or other lawful claim made in accordance with California Civil Code. DISTRICT shall be entitled to withhold such amounts as required by law or as reasonably necessary to satisfy such claim. CONTRACTOR shall be solely responsible for resolving any such claim, and DISTRICT shall have no obligation to make payment to CONTRACTOR for amounts subject to such withholding until the claim is released, discharged, or otherwise resolved to the satisfaction of DISTRICT in accordance with applicable law.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. All Services shall be performed in accordance with applicable industry standards and in a good and workmanlike manner. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than for the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR shall perform the Services subject to the direction, control, and approval of DISTRICT as set forth in this Agreement and applicable Task Orders.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.06 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.07 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.08 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.09 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.10 In the performance of this Agreement the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. DISTRICT shall have the right to suspend all or any portion of the Services upon written or verbal notice if DISTRICT reasonably determines that unsafe conditions or non-compliance with applicable laws or regulations exists. CONTRACTOR shall promptly correct any such conditions at its sole cost and expense. Any delay or cost resulting from such suspension attributable to CONTRACTOR'S failure to comply with this Section shall be borne solely by CONTRACTOR.

5.11 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards, and shall be free from defective or faulty workmanship and materials. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.12 Time is of the essence with respect to each Task Order issued under this Agreement.

5.13 CONTRACTOR shall be available on a 24-hour basis and shall respond to emergency service requests within two (2) hours unless otherwise approved by DISTRICT.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

c. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

e. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

f. Required Provisions –

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to

commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time

- **Waiver of Subrogation:** The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- **Primary Coverage:** For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRATOR's insurance and shall not contribute with it.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses

within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as

reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services as an independent contractor, subject to the direction and requirements of this Agreement and applicable Task Orders. CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications, experience, personnel, and resources necessary to perform the Services under this Agreement in a competent and workmanlike manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the standards set forth in this Agreement, including Section 5.01, and that all materials and workmanship shall be of good quality and fit for their intended purpose. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

10.04 Prevailing Wages.

A. To the extent applicable, each Task Order is subject to the State of California "Prevailing Wage Rates". Each applicable Task Order is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the Proposal. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

B. Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations (DIR) as a Public Works Contractor for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are properly registered with DIR and maintain active registration throughout the duration of the Project. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

C. As a condition of payment, CONTRACTOR shall timely submit all required certified payroll records and related documentation. DISTRICT may withhold any portion of a payment, including the full amount, if CONTRACTOR fails to comply with prevailing wage or DIR requirements.

D. CONTRACTOR shall comply with all applicable apprenticeship requirements set forth in California Labor Code sections 1777.5 and 1777.6, including the employment of properly registered apprentices and payment of required apprenticeship contributions. CONTRACTOR shall ensure that all subcontractors also comply with such requirements. CONTRACTOR shall maintain and submit all required apprenticeship documentation upon request. DISTRICT may withhold payments or take other appropriate action for failure to comply with this Section.

10.05 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.06 CONTRACTOR shall have no authority to bind DISTRICT in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR

shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Bond Requirements.

12.01 Purpose. This Section sets forth bonding and related security requirements applicable to the on-call potable water and sanitary sewer repair services to be performed by CONTRACTOR on an as-needed, time-and-materials basis under this Agreement. For purposes of this section, "Surety" means an admitted surety insurer authorized to transact surety business in the State of California. Each bond shall be issued by a Surety admitted in California and acceptable to DISTRICT and shall be on DISTRICT'S then-current bond forms and shall not be subject to any condition, limitation, or modification not expressly approved in writing by DISTRICT. CONTRACTOR shall pay all premiums and costs for required bonds. Bonds are in addition to, and not in limitation of, any other security, insurance, indemnity, or remedy available to DISTRICT under this Agreement or applicable law.

12.02 Condition Precedent to Work; Delivery of Bonds. As a condition precedent

to CONTRACTOR'S commencement of any Services, CONTRACTOR shall deliver to DISTRICT, in form and substance acceptable to DISTRICT, the bonds described in this Section, duly executed by CONTRACTOR as principal and by a Surety. DISTRICT may withhold issuance of any Task Order until all required bonds are received and approved. In the event of emergency Services requiring immediate response to protect public health, safety, or continuity of water operations, DISTRICT may authorize CONTRACTOR to proceed prior to delivery of bonds; provided, however, that CONTRACTOR shall deliver all required bonds within five (5) business days of such authorization, or as otherwise directed by DISTRICT. Failure to timely provide such bonds shall constitute a material breach.

12.03 Performance Bond. CONTRACTOR shall furnish a performance bond guaranteeing faithful performance of all obligations under this Agreement, including completion of all Services authorized by Task Orders issued during the term, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount established under this Agreement (the "Performance Bond"). The Performance Bond shall also apply to and secure the performance of all authorized change orders, amendments, and modifications to any Task Order, including increases in scope, time, or compensation. In the event of emergency Services performed prior to issuance of a Task Order or formal amendment, the Performance Bond shall be deemed to apply to such Services once the associated Task Order or written authorization is issued, including any retroactive approvals. The Performance Bond shall remain in full force and effect through final completion and acceptance of all Services authorized under the applicable Task Order and satisfaction of all CONTRACTOR obligations that survive completion (including warranty and indemnity obligations to the extent applicable).

12.04 Payment Bond. CONTRACTOR shall furnish a payment bond guaranteeing payment in full for all labor, services, equipment, and materials furnished for the Services, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount (the "Payment Bond"). The Payment Bond shall extend to all labor, materials, and services furnished pursuant to authorized change orders, amendments, and modifications to any Task Order. The Payment Bond shall further apply to emergency Services authorized by DISTRICT, including work performed prior to formal Task Order issuance, provided such work is subsequently documented and approved in writing. The Payment Bond shall be conditioned as required by applicable California law for public works and shall inure to the benefit of claimants as defined by law.

12.05 Maintenance Bond. CONTRACTOR shall furnish a maintenance bond guaranteeing the correction of defective work and warranty obligations arising under this Agreement in a penal sum equal to one hundred percent (100%) of the total not-to-exceed contract amount established under this Agreement (the "Maintenance Bond"). The Maintenance Bond shall remain in effect for the duration of the warranty period set forth in the Maintenance Bond, or such longer period as may be required by applicable law or manufacturer warranty requirements.

12.06 Maintenance of Bonds. CONTRACTOR shall maintain all required bonds

continuously in effect. If any bond is canceled, expires, is materially modified, or becomes insufficient due to an increase in the Task Order's not-to-exceed amount, CONTRACTOR shall immediately notify DISTRICT and, within five (5) business days (or sooner if required to avoid any lapse), deliver replacement or supplemental bonds meeting this Section. Failure to provide or maintain required bonds constitutes a material breach. In addition to any other remedies, DISTRICT may (a) suspend Services, (b) withhold payments otherwise due, and/or (c) terminate this Agreement for default, without waiving any rights against CONTRACTOR or the Surety.

12.07 Notice of Completion. If DISTRICT elects to record a Notice of Completion for any Task Order, final payment, including any retained funds applicable to such Task Order, shall be made in accordance with Section 4.05 of this Agreement, and if a Notice of Completion is recorded, not earlier than thirty-five (35) days after such recordation, as required by applicable law. DISTRICT shall have discretion to determine whether a Notice of Completion is appropriate for a given Task Order, consistent with applicable law and DISTRICT's administrative practices. CONTRACTOR shall cooperate with DISTRICT and promptly provide such information and documentation as may be reasonably required for the preparation and recordation of any Notice of Completion.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or

delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

13.12 Confidentiality. All information gained or work product produced by CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

13.13 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default.

concerning the same or any other provision of this Agreement.

13.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

MISSION SPRINGS WATER DISTRICT

By: _____

Print
Name _____

Title: _____

Date: _____

CONTRACTOR:

GILES ENGINEERING

By: _____

Print
Name _____

Title: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK, PROPOSAL, AND FEE SCHEDULE

(insert behind this page)

GILES ENGINEERING

16738 Lakeshore Drive, #H275, Lake Elsinore, CA 92530

951.293.3503 | agiles@gilesengineering.com

CSLB #1078513 | DIR # 1000818376



GILES ENGINEERING
GENERAL ENGINEERING CONSTRUCTION

Executive Summary Letter

Giles Engineering is a general engineering contractor who specializes in the underground utilities. Our years of professional experience working in the industry has compelled us to provide exceptional construction and contracting services for our clients across the region. With a commitment to quality, professionalism, and customer satisfaction, we have established a reputation for delivering projects that exceed expectations.

Our team of experts brings a wealth of knowledge and experience to each project, with a focus on effective project management, design excellence, and expert construction execution. We believe in working closely with our clients to understand their unique needs and requirements, and we strive to deliver projects that meet those needs and exceed their expectations.

At Giles Engineering, we are committed to transparency, open communication, and ethical business practices. We believe in building strong, lasting relationships with our clients, and we work tirelessly to ensure that each project reflects our shared vision and values.

In everything we do, we prioritize safety, efficiency, and sustainability. We are dedicated to providing a safe work environment for our employees, subcontractors, clients, and we are committed to using eco-friendly practices that reduce waste and minimize our impact on the environment.

We have successfully completed numerous projects for clients in diverse industries, including Public Works and PrivateCommercial Works. Our services and past experience apply to projects of all sizes, values, and we pride ourselves on our ability to provide tailored solutions to meet the specific needs of each client.

Our firm has reviewed the RFP and intent to perform the services listed. Our firm is willing to enter into a contact under the terms and conditions prescribed by this RFP and sample agreement.

We appreciate the opportunity to present our proposal. We hope to demonstrate our commitment to delivering exceptional results. Thank you for considering Giles Engineering for your Project. We look forward to working with you.

Sincerely,

Andres Giles
Vice President
Giles Engineering



OUR PROCESS

Our team of experts brings a wealth of knowledge and experience to each project, with a focus on effective project management, critical thinking and design excellence, and expert construction execution. We believe in working closely with our clients to understand their unique needs and requirements, and we strive to deliver projects that meet those needs and exceed their expectations for optimum results.

At Giles Engineering we are committed to transparency, open communication, and ethical business practices. We believe in building strong, lasting relationships with our clients, and we work tirelessly to ensure that each project reflects our shared vision and values.



GILES ENGINEERING
GENERAL ENGINEERING CONSTRUCTION

CSLB License # 1078513

"For Safety Is Not a Gadget, But a State of Mind"

In everything we do, we prioritize safety, efficiency, and sustainability. We're committed to provide a safe work environment for our employees, subcontractors, clients, and to the public, and we are committed to using eco-friendly practices that reduce waste and minimize our impact on the environment.



Item 15.

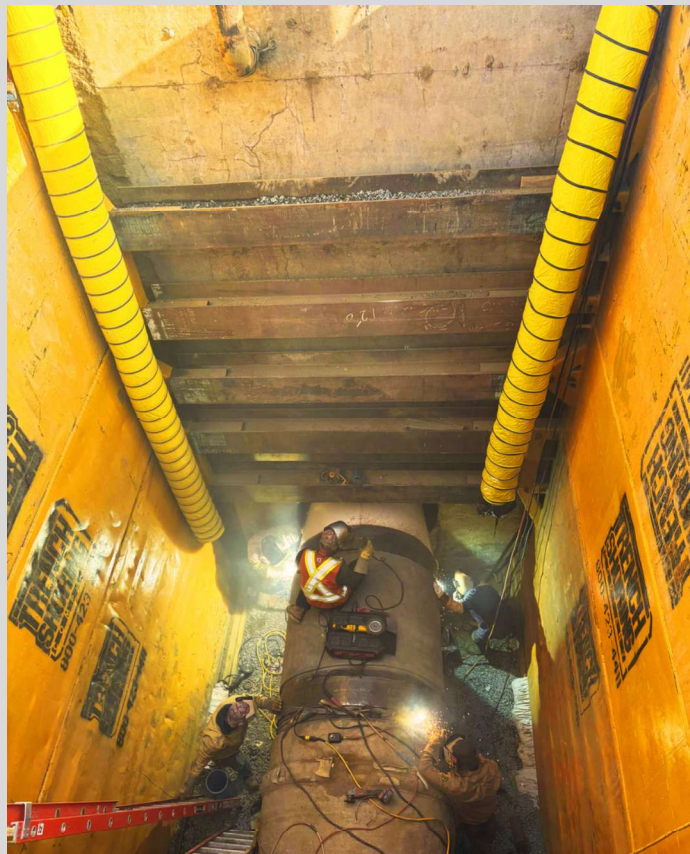
ABOUT US:

Giles Engineering is a general engineering contractor with an emphasis in the underground utilities. Our years of professional experience working in the industry has compelled us to provide exceptional construction and contracting services for our clients across the region. With a commitment to quality, professionalism, and customer satisfaction, we have established a reputation for delivering projects that exceed expectations.



OUR SERVICES

- Giles Engineering services in the underground wet utilities include, but is not limited to -
- Underground utility installation: We specialize in the installation of underground utilities, including Water (Potable & Recycled), Sewer, and Storm Drain lines and appurtenances. Our team uses the latest technology and equipment to ensure that your project is completed on time and within budget.
- Underground utility repair and maintenance: We provide repair and maintenance services for all types of underground utilities. Our team can quickly identify and fix any issues, ensuring that your utilities are functioning at peak performance.
- Emergency services : We understand that emergencies can happen at any time, which is why we offer 24/7 emergency services. Our team will quickly respond to your call and provide the necessary repairs to get your utilities back up and running.
- Utility locating: Before any digging or excavation takes place, it is essential to locate all underground utilities to avoid damage. Our team uses the latest technology to accurately locate and mark all utilities, ensuring a safe and efficient worksite.



Item 15.

QUALITY
EXCEPTIONAL

Giles Engineering has extensive experience in the construction industry with a high success rate. Through our experience and capabilities to provide the specific services permitted us to provide competitive pricing in the South.

COMPANY



16738
LAKE ELDON



(951) 2



WWW.G



GILES ENGINEERING

16738 Lakeshore Drive, #H275, Lake Elsinore, CA 92530

951.293.3503 | agiles@gilesengineering.com

CA Contractor Lic. #1078513 | DIR # 1000818376



GILES ENGINEERING
GENERAL ENGINEERING CONSTRUCTION

Business Entity & DIR Registration / Contractor License

Giles Engineering is a California Corporation – CSLB License # 1078513 – Class A – DIR # 1000818376

Contact Information

Andres Giles – (951)293-3503 – agiles@gilesengineering.com - Vice President & Project Manager

Carlos Giles – (909) 559-8655 - cgiles@gilesengineering.com - President & Superintendent

CARLOS GILES

SUPERINTENDENT

CONTACT

☎ (909)559-8655

✉ Cgiles@gilesengineering.com

📍 16738 Lakeshore Drive, #H275
Lake Elsinore, CA 92530

🌐 www.gilesengineering.com

- DIR : 1000818376
- License : 1078513

CREDENTIALS

- Excavation Certificate
- Confined Space Certificate
- Rigging Training Certificate
- Forklift Certified
- CPR First Aid
- OSHA-30

SKILLS

- Project Supervision
- Scheduling Work and Crews
- Enforcement of OSHA Safety Regulations
- Coordination of Materials and Vendors
- Time Management
- Quality Control
- Effective Communication

LANGUAGES

- English (Fluent)
- Spanish (Fluent)

PROFILE

Experienced management and operational skills with 20 years' experience in constructing infrastructure projects involving multiple kinds of water, sewer, and storm drain systems, and pipeline projects. While Mr. Giles' skills include optimizing productivity, efficiency and service quality of work, his well-established experience permits him to handle more sophisticated projects, as well as taking on projects which require more public-consciousness professionalism.

QUALIFICATIONS

Mr. Giles career experience includes installation of wet utilities, underground utilities, slip lining excavation, reviewing blueprints, dewatering and crew management. Carlos has experience with detention tank installation and has worked repairing channel walls in an active channel. Clients who have benefitted from Carlos's work include Caltrans, CA DWR, MWD, LADWP, POLB, EVMWD, WMWD LA Public Works, LA County Sanitation and various water districts. Carlos is extremely adept at job-specific planning and coordination of resources, ordering materials and storing for just in time installation, and managing manpower to ensure the job is completed on time and within budget. Carlos' specific areas of expertise are:

- Line stops ranging from distribution lines and transmission pipelines;
- Installing storm drain pipes from small to large diameter;
- Installing sewer main from small diameter to trunk lines;
- Installing water line mains from distribution lines and transmission pipelines;
- Installing low flow cast in place diversion structures;
- Installing shoring beam and plate, hydraulic jacks, shields, and sheet pile, shot-crete w/soil nails;
- Installing pre-cast box culverts;
- Layout/Building structures for storm drains and sewers;
- Excavation for bore pits;
- Installation of split casing around existing sewer and water mains;

PROFESIONAL EXPERIENCE

LA County Sanitation District; Carson, CA

DEC 2021

Emergency On-Call : 48" Sewer Line Repair

- Establish sewer bypass to contain raw waste spill and blockage to secure site of sink hole. Install shoring, excavated to expose existing 48" pipe. Clean existing line, and install 200 ft of 42" Hobas pipe inside existing 48" sewage concrete pipe.

Inland Empire Utilities Agency; Ontario, CA

JULY

Item 15.

Emergency On-Call : 42" Recycled Water Line Leak

- Excavate and install shoring in multiple areas. Repair section of 42" CLMC damage by steal beam. Remove broken 42" butterfly valve. Interconnected parallel line to bypass 2nd broken butterfly valve

On-Call Emergency Response

Oct 2018 - May2022

Multiple Emergency Response

- Over my career I have responded to numerous on-call emergencies for multiple districts, agencies and cities. Encompassing various of emergencies such as individual service line to larger main line repairs; water line, sewer line and storm drain line. Lead responds teams of 4 -12 man crews, and delivered effective and efficient resolutions for all emergencies repairs.
- Rowland Water District
- Sunnyslope Water Company
- LA County Sanitation
- Orange County Sanitation
- South Coast Water District
- Liberty Water Company
- California Water Service
- LA Public Works
- City of Cerritos
- City of Chino
- Inland Empire Utilities Agency
- City of Santa Fe Spring
- Long Beach Water Department
- City of Seal Beach

LADWP: Metropolitan Water District

2018

VENICE, CA

CITY OF VENICE | CONTRACT VALUE: \$12.6M

LADWP: Metropolitan Water District (MWD) LA-30 Connection (Venice) Project. This project was valued at \$12,602,865 located in Venice at the intersection of Venice Blvd and Sepulveda Blvd. LADWP will have further access to water supplied by MWD for supply to the LADWP systems in the Venice Area. The Project consisted of the installation of approximately 1,350 LF of 48" Welded Steel Pipe (WSP), approximately 350 LF of 20" and 24" WSP including cathodic protection, direct burial valves and a flowmeter, a Regulator Station and a Pressure Relief Station consisting of Precast vaults, regulator valves, pressure relief valves and including electrical support. The projects also consisted of signal, street and sidewalk improvements along with the normal street restoration.

EMERGENCY WATER SUPPLY REPAIR, EAST

2016 - 2017

PORTERVILLE, CA

CALIFORNIA DEPARTMENT OF WATER RESOURCES |

CONTRACT VALUE: \$6.4M

Pipe Superintendent

- The unincorporated community of East Porterville has been extremely affected by the historic drought in California beginning in 2012. More than 1,000 households have lost access to running water as a result of dry wells, and the community also faced deteriorating water quality from increasing nitrate contamination in drying wells. The State of California has been delivering bottled drinking water and temporary

water tanks at a cost of \$650,000 per month. In an effort to provide a more permanent, safe, and reliable solution, state agencies have been working with local officials and non-governmental organizations to connect Porterville homes with the City of Porterville's municipal water system. In June 2016, residents were invited to sign up for a free connection to the City of Porterville's municipal water system. The Department of Water Resources (DWR) and State Water Resources Control Board (SWRCB) financed and constructed the project in several phases. Ames installed 44,000 linear feet of pipe, as quickly as possible, to keep the project moving forward and providing access to as many residents as possible. The scope of work also included installing municipal water service stubs, fire hydrant stubs to provide residents with a municipal water source, and pavement repair.

Item 15.

EMERGENCY WATER SUPPLY EAST

2016 - 2017

PORTERVILLE, CA: PHASE II-A

CALIFORNIA DEPARTMENT OF WATER RESOURCES | CONTRACT VALUE: \$4.9M

Pipe Superintendent

- Project contained of installing over 400 services from existing water mains. In addition, installations of over 400 fire hydrants for this phase. It included 12,000 LFT of C-900 new water mains. Bore under existing irrigation lines.

1-10 FREEWAY HOV LANE, PUENTE AVE TO CITRUS ST, WEST COVINA, CA

2014 - 2018

CALTRANS DISTRICT 7 | CONTRACT VALUE: \$91.2M

General Foreman

Project construction is 4.1 miles of carpool lanes in each direction of 1-10.

- This is the second of three projects that upon completion will offer one continuous HOV lane from downtown Los Angeles to 1-15 in San ernardino County. Work constructed includes reconstruction of 20 on-off ramps; widening of 8 bridges; 70,000 CY of PCCP; and 75,000 LF of CIDH concrete piling (Ames self-performed). Work was completed using double shifts under very heavy commuting traffic as this is the main westbound artery into Los Angeles. This project also included relocations of sewer lines and manholes. The excavation ranged from 4 feet and up to 21 feet.

STATE ROUTE 76 EAST (FALLBROOK) SEGMENT, FALLBROOK, CA

2014 - 2017

CALTRANS, DISTRICT 11 | CONTRACT VALUE: \$75M

Foreman then promoted to Pipe Superintendent

- The SR 76 East Segment is the final segment in a series of three improvement projects. Located between 1-15 and 1-5, the East Segment is 5.2 miles from South Mission Road to 1-15. The project will develop a four-lane highway and widen and improve the SR 76 / 1-15 interchange and includes widening and realigning SR 76 to a four-lane highway, upgrading the SR 76 / 1-15 interchange, and expanding the park and ride. The construction work includes over eight miles of storm drain that ranged from 18 inches to 78 inches. This was all built next to the San Luis Rey River. It also included over two miles of a sewer trunk line ranging from 18 inches to 24 inches. Installation of forty sewer manholes. The excavation ranged from 4 feet and up to 2 feet.

1-15 WIDENING, VICTORVILLE, CA

2016

Item 15.

CALTRANS | 160501 | 2016-2018 | CONTRACT

VALUE: \$70.5M

Foreman

- The 1-15 corridor is being widened in both the North and Southbound directions. The project includes mass excavation (approximately 850,000 cubic yards), six bridge widenings, including bridges over the Mojave River, and two new bridges to accommodate the traffic through the City of Victorville. There are several environmental challenges associated with the project, some of which include the exclusions of bats under the Mojave River Bridge.
- Ames had to construct bat habitats(Housing) and encourage these bats to move to the new locations. Another project challenge comes through the existence of groundwater at approximately 5 feet below the existing surface. To solve this challenge, Ames will be installing coffer dams at many locations for the construction of the piers within the Mojave River.

PERRIS VALLEY LINE, RIVERSIDE, CA

2013 - 2015

RIVERSIDE COUNTY TRANSPORTATION

COMMISSION | CONTRACT VALUE: \$132M

Foreman

- This project was a combination of upgrading the existing BNSF line and adding 24 miles of rail to Metrolink's system. It connects downtown Riverside to downtown Perris and added four stations along the route. The project required removal and replacement of two existing railroad bridges, as well as modification of existing drainage systems. Coordination with BNSF was a major project element, as delivery of commodities to neighbouring processing facilities had to be maintained, and the removal and replacement of existing tracks had to be completed during exclusive work windows.

PIER S FORCE MAIN RELOCATION, PORT OF LONG BEACH, CA

2013

CITY OF LONG BEACH | CONTRACT VALUE: \$6.8M

Foreman

- Construction included installation of 8" and 42" lined and coated storm water force mains. The construction of these pipelines included trenching, tunnelling, shoring and soil modification. Construction also entailed headwall outfall, tie-over from the existing pipeline to the new pipelines at the existing pump station, construction of a PCC Tremie Slab to prevent groundwater intrusion, and construction of a PCC Blanket to provide a barrier between an existing 16" high pressure gas main and the proposed new pipelines. The project included 3,150 LF of 8" epoxy steel pipe, 3,150 LF of 42" epoxy steel pipe, 97 LF of 20" steel pipe, and 97 LF of 78" steel pipe

ADDITIONAL PRIOR EXPERIENCE (S)

2011 - 2013

LOS ANGELES ENGINEERING, COVINA, CA

Projects included:

- Coyote Creek Channel Repair, Long Beach, CA - \$3M
- Gridley Road Interceptor Sewer, Artesia, CA - \$4.5M
- Temescal Canyon Park Storm water BMP, Santa Monica, CA-\$8M
- City of Lomita Water Main Replacement, Lomita, CA - \$1.4M



GILES ENGINEERING
GENERAL ENGINEERING CONSTRUCTION

CONTACT

☎ (951) 293-3503

✉ agiles@gilesengineering.com

📍 16738 Lakeshore Drive,
#H275 Lake Elsinore, CA
92530

🌐 <https://gilesengineering.com>

EDUCATION

June 2015
UNIVERSITY OF CALIFORNIA,
RIVERSIDE

- Bachelor of Arts

SKILLS

- Effective and Quick Communication
- Vendor Management
- Industry Knowledge
- Public Relations
- Teamwork
- Time Management
- Leadership
- Critical Thinking
- Attention to Detail
- Flexible Planning
- Quality Assurance
- Risk Management
- Financial Management

LANGUAGES

- Fluent in speaking and writing in English and Spanish.

CERTIFICATIONS

- CPR
- Trench Excavating Training
- Fire Training
- Confined Space Entry
- OSHA

ANDRES GILES

Item 15.

PROJECT MANAGER

PROFILE

Results-driven Construction Project Manager with over 10 years of experience leading large-scale infrastructure and piping projects from concept to completion. Specialization in wet utilities including water, sewer, and storm drain. Demonstrated expertise in overseeing cross-functional teams, managing multimillion-dollar budgets, negotiating contracts, and implementing cost-control measures to maximize productivity and efficiency. Adept at driving project success through strategic planning, risk management and a commitment to delivering quality results on time and within budget.

WORK EXPERIENCE

Giles Engineering

2020 - PRESENT

Project Manager

- **Mills Gravity Line Valve Replacement - Western Municipal Water District - DIR 20240470162**

- Directed the highly complex and high risk Mills Gravity Line Shutdown working with all neighboring agencies and Western Municipal Water District.
- Executed the replacement of a 48" valve, 48" dismantling joint, 60" X 48" Eccentric Reducer, and a 5 foot section of 60" CLMC with butt straps.

- **Construction of the McMaster-Carr Recycled Water Retrofit Project Santa Fe Springs - DIR 413720**

- Directed weekly production and operation contractor meetings to resolve critical issues.
- Spearheaded critical pre-installation conferences with general contractors, subcontractors, consultants, and manufactures representatives.
- Scheduled utility service providers according to project timelines.
- Executed conformity to building plans and design layouts while maintain safe and productive construction sites.

- **Colima Road Development Project Rowland Heights - DIR 423968**

- Developed and maintain strong relationships with partners, agencies, and vendors to support project execution.
- Organized and facilitated the complete construction process for all managed developments from planning through to delivery.
- Executed all pre-construction, construction, quality control, and post construction responsibilities.
- Launched construction budget and ensured adherence to financials plans.
- Coordinated with all vendors to ensure materials are being delivered in timely manner.

- **Rorimer St Olson Group Development Project La Puente - DIR 415326**

- Oversaw all onsite and offsite construction to monitor compliance with building and safety regulations.
- Streamlined liaison between sales, customers, and crew.
- Supervised the projects in depth to schedule deliveries and estimate cost.
- Oversaw job sites in person on a regular basis, observed organization, identified, and resolved training issues and took necessary action to ensure quality.



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Reference # 1 18616 Rorimer Development

1. Rowland Water District – 3021 Fullerton Rd, Rowland Heights, CA

91748 - John Poehler – Project Manager (562) 522-8573

john.poehler@surfcity-hb.org

2. **Project Location** – 18616 Rorimer St, La Puente, CA 91744

3. **Completed** – 12/2022

Duration – approximately 55 working days

Description of Services – Provide all materials, equipment, tools and labor to excavate and Install 8” and 4” ductile iron pipe, Install 3” copper service and above grade manifold, Install 1” Services, Install 8x8x8 Tee, Install 8” Gate Valve, Install 4” Gate Valve, Install 8x8x4 Tee, Install 6” Fire Hydrant Assembly, Install 4x3x3 Tee, Install 3” ductile iron pipe, Pressure Test, Chlorinate and De-Chlorinate Newly Installed System, Asphalt and Pavement Restoration for Offsite Work, etc.

Total Contracted Amount - \$430,000.00



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Reference # 2 Leland J. Thompson Treat Plant Fe/Mn Filtration System
Backwash Supply Pipeline

1. Rubidoux Community Services District – 3590 Rubidoux Blvd, Riverside, CA 92509- Brandon Valadez – Senior Engineer/Project Manager
(951)990-0976 – bvaladez@kriegerandstewart.com
2. **Project Location** – 5249 34th St. Jurupa Valley, CA 92509
3. **Completed** – 11/2024

Duration – approximately 100 working days

Description of Services – The Work generally consists of providing all equipment, labor, and materials necessary to: construct steel piping and appurtenances and modify existing piping and valve systems at an existing water filtration facility.

Total Contracted Amount - \$675,000.00



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Reference # 3 Esperanza Avenue Waterline Improvements, Phase I

1. Cabazon Water District – 14618 Broadway Street, Cabazon, CA 92230

Travis Romeyn – (951) 675-3109 – email - tromeyn@kriegerandstewart.com

2. **Project Location**– Esperanza Ave and Lemon St.

3. **Completed**– 07/2024

Duration – 20 working days

Description of Services – The Work generally consists

of replacing between 1200 LF and 2,357± LF of 4" steel pipeline with 8" C900 PVC pipeline, including excavation, pipeline restraint, backfill and compaction, trench shoring, traffic control, pavement replacement, and pressure testing.

Total Cost - \$283,500.00



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Reference # 4 Emergency On-Call Water & Sewer Improvements

1. South Coast Water District-31592 West Street, Laguna Beach, CA
92651- Daniel Takahashi- District Inspector - (949) 289-0091 - email -
dtakahashi@scwd.org
2. **Project Location** - Multiple Sites/Projects
3. **Completed** - 03/25

Duration - 25 Working Days

Description of Services - Furnish water services of all sizes, 8" sewer main repair, asphalt repair, and concrete walkways, CMLC Transmission Line repair under active emergency contract.

Total Contracted Amount - \$300,000.00



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Reference # 5 Oasis Street Water Main Replacement Project

1. Indio Water Authority – 83101 Avenue 45, Indio CA 92201

Brandon Gonzalez – Senior Inspector (760) 972-7419

bgonzalez@indio.org

2. **Project Location** – Intersection of Oasis St and Bliss Ave

3. **Completed** – 12/2024

Duration – approximately 35 working days

Description of Services – Install 1000 lineal feet of 12” ductile iron pipe including air vacs, fire hydrants and blowoffs. Restore street pavement and concrete pavements.

Total Contracted Amount - \$642,000.00



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Reference # 6 Mills Gravity Line Valve Replacement

1. Western Municipal Water District – 14205 Meridian Parkway, Riverside,
CA 92518- Luis Cardenas – Principal Engineer (951) 565-3289 -
lcardenas@wmwd.com
2. **Project Location** – Choi Drive Easement
3. **Completed** – 02/2025

Duration – 30 working days

Description of Services – Remove 5' section of 60" prestressed pipe, remove 60"X48" eccentric reducer, 48" valve and 8" air vacs. Install 5' section of 60" CLMC with butt straps, 60"x48" eccentric reducer, 48" Romac dismantling joint, and 48" valve with air vacs.

Total Contracted Amount - \$637,602.00



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Reference # 7 Magnolia Ave Water Main Interconnect

1. City of Buena Park-6650 Beach Blvd, Buena Park, CA 90621- Jason Tran
- Engineer - (714) 562-3677 - jasontran@buenapark.com
2. **Project Location** - Magnolia Ave just north of Orangethorpe Ave
3. **Completed** - 05/2025

Duration - 35 Working Days

Description of Services - Furnish and Install 8" Ductile Iron pipe and gates valves to connect the city of Buena Park system to city of Fullerton. Installed a pre-cast vault with a pressure reducing valve and magnetic flow meter. Ran all electrical to two RTU panels and antennas to provide data to both cities. Concrete repair, asphalt repair, etc.

Total Contracted Amount - \$700,000.00



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Reference # 8 Travel Center Water Line

1. Pauma Band of Mission Indians–1010 Pauma Reservation Rd, Pauma Valley, CA 92061– Richard Williamson – Engineer - (760) 742-1903 – rwilliamson@slriwa.org & Ruben Bentancourt – Water Teck Manager – (760)415-9970 – rbentancourt@pauma-nsn.gov

2. **Project Location** – Casino Pauma, 777 Pauma Reservation Rd, Pauma Valley, CA 92061

3. **Completed** – 07/2025

Duration – 25 Working Days

Description of Services – Install approximately 3,200 lineal feet of 10 - inch C-900 water line, fittings, fire hydrants, valves, and connections to existing water lines.

Total Contracted Amount - \$500,586.00



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Reference # 9 Hampshire Village Services Replacements

1. City of Chino-13220 Central Ave, Chino, CA 91710

Roy Lucero - Project Inspector - (909) 927-9464 - rlucero@cityofchino.org

2. **Project Location** - Hampshire Village, Chino, CA 91710

3. **Completed** - 08/2025

Duration - 40 Working Days

Description of Services - Install about 140 1" water services to include trenching, backfill, base pave, grind and overlay, concrete repair, and striping.

Total Contracted Amount - \$688,532.19



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Reference # 10 EL CAMINO REAL WATER MAIN IMPROVEMENTS

PROJECT

1. City of Tustin – 300 Centennial Way, Tustin, CA 92780– Michael Arionus
– Inspector - (714) 559-0155 – marionus@tustinca.org
2. **Project Location** – El Camino Real between Red Hill Ave and Browning Ave, Tustin, CA 92780.
3. **Completed** – 10/2025

Duration – 25 Working Days

Description of Services – Removal and disposal of approximately 500 feet of existing 8-inch water main located on south side of street removal and disposal of one fire hydrant, abandonment of existing service laterals, installation of new water main located 3 feet north of centerline and appurtenances, installation of new fire hydrant assembly, installation of new service laterals and meters, asphalt restoration, and striping.

Total Contracted Amount - \$557,049.32

SCHEDULE OF VALUES

Contractor must submit the following information below as part of their proposals.

[illegible]

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DIR #1000818376 | LICENSE #1078513

Item 15.

EQUIPMENT COST-PLUS RATES

(FORM: **GE. T&M.EQR.26-27**)

<u>AIR COMPRESSORS —</u>	<u>U.O.M.</u>	<u>RATES</u>
AIR COMPRESSOR - 13 HP (TRUCK MOUNTED)	HOURLY	\$8.00
AIR COMPRESSOR - 185 CFM W/ HOSES	DAILY	\$150.00

<u>ASPHALT PAVING EQUIPMENT —</u>	<u>U.O.M.</u>	<u>RATES</u>
ASPHALT SPREADER BOX (VARIABLE WIDTH)	DAILY	\$60.00
PROPANE TORCH - PORTABLE	HOURLY	\$5.00
ROLLER - 24" WIDTH WALK-BEHIND-TYPE	HOURLY	\$24.00
ROLLER - 30" – 36" WIDTH WALK-BEHIND-TYPE	HOURLY	\$28.00
ROLLER ASPHALT SMTH VIB.DUAL DRUM 3 TO 5 TON	HOURLY	\$41.00
ROLLER ASPHALT SMTH VIB. DUAL DRUM 8 TON	HOURLY	\$60.00
TACK SPRAYER/EMULSION POT (220 GAL. CAP.)	HOURLY	\$18.00

<u>BACKHOES —</u>	<u>U.O.M.</u>	<u>RATES</u>
CAT 420 D 4X4 / CASE 580 SUPER M 4X4	HOURLY	\$60.00
CAT 430E / CASE 590 SUPER M 4X4	HOURLY	\$70.00

<u>BACKHOES ATTACHMENT —</u>	<u>U.O.M.</u>	<u>RATES</u>
AUGER DRILL - 12" DIAMETER (MAX DEPTH 8')	HOURLY	\$180.00
AUGER DRILL - 24" DIAMETER (MAX DEPTH 8')	HOURLY	\$250.00
HYDRAULIC BREAKER 1000 LB FOR BACKHOES	HOURLY	\$50.00
COMPACTION WHEEL - 12" OR 18" WIDE	HOURLY	\$10.00

<u>BORING EQUIPMENT —</u>	<u>U.O.M.</u>	<u>RATES</u>
ACCU-PUNCH BORE MOLE 1" - 2" DIAMETER	HOURLY	\$20.00

<u>COMPACTION EQUIPMENT —</u>	<u>U.O.M.</u>	<u>RATES</u>
TAMP / POWDER PUFF - AIR DRIVEN	DAILY	\$25.00
JUMPING JACK	DAILY	\$100.00
VIBRATORY SOIL PLATE COMPACTOR 34" W (CAT 320)	HOURLY	\$26.00
VIBRATORY PLATE 24" (WALK BEHIND)	DAILY	\$100.00

<u>CONCRETE EQUIPMENT —</u>
CONCRETE MIXER - 1/3 CUYD CAP. (TOW TYPE)
CONCRETE SAW - WALK BEHIND
CONCRETE VIBRATOR (ELECTRIC)
CONCRETE WASHOUT BIN (5.25 CUYD)

<u>CONFINED SPACE & SAFETY EQUIPMENT —</u>
AIR SUPPLY SYSTEM
AIR CART W/60 MIN. BOTTLES
STRETCHER BASKET W/ BUCKLES
GAS / OXYGEN MONITOR
HARNES - FULL BODY TYPE
LANYARD RETRACTABLE TYPE - 30' LENGTH (YO-YO)
MANHOLE BLOWER - 4130 CFM (GAS POWERED)
S.C.B.A. 5 MINS (SCOTT SKA-PAK 2.2-3.0)
TRIPOD W/ WINCH FOR CONFINED SPACE ENTRY
VELOMETER (AIR FLOW MEASURING DEVICE)
VENT BLOWER TRAILER MOUNTED (12,000 CFM)
VENT BLOWER TRAILER MOUNTED (25,000 CFM)

<u>EXCAVATOR & EXCAVATOR ATTACHMENTS —</u>
EXCAVATOR - CAT 320 (OR SIMILAR)
EXCAVATOR - CAT 315 (OR SIMILAR)
BUCKET ATTACHMENT (24" – 36" WIDE)

<u>GENERATORS —</u>
GENERATOR 5 KW
GENERATOR 25 KW
GENERATOR 45 KW
GENERATOR 118 KW
GENERATOR 230 KW

GE. T&M.EQR.26-27
T & M C O S T - P L U S R A T E S

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WWW.GILESENGINEERING.COM

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EQUIPMENT COST-PLUS RATES

(FORM: **GE. T&M.EQR.26-27**)

Item 15.

<u>EXCAVATOR —</u>	<u>U.O.M.</u>	<u>RATES</u>
EXCAVATOR - CAT 320 (OR SIMILAR)	HOURLY	\$130.00

<u>PLANNER/GRINDER</u>	<u>U.O.M.</u>	<u>RATES</u>
ASPHALT ZIPPER 30"	HOURLY	\$65.00

<u>LOADERS & LOADER ATTACHMENTS —</u>	<u>U.O.M.</u>	<u>RATES</u>
SKID STEER LOADER - CAT 262	HOURLY	\$60.00
HYDRAULIC BREAKER ATTACHMENT (FOR CAT 262)	HOURLY	\$30.00
PAVEMENT GRINDER ATTACHMENT (FOR CAT 262)	HOURLY	\$30.00
BROOM/SWEEPER ATTACHMENT (FOR CAT 262)	HOURLY	\$10.00

<u>MISCELLANEOUS EQUIPMENT / TOOLS —</u>	<u>U.O.M.</u>	<u>RATES</u>
CUT-OFF SAW/CHAIN SAW/SKILL SAW/JIG SAW	DAILY	\$75.00
CHIPPING GUN	DAILY	\$85.00
RIVET BUSTER W/ POINTS	DAILY	\$85.00
TRENCH DIGGER/CLAY SPADE	DAILY	\$25.00
JACKHAMMER 90 LBS AIR	DAILY	\$90.00
TEST PUMP HYDROSTATIC - 5 HP	DAILY	\$80.00
TEST PUMP HYDROSTATIC - 8 HP	DAILY	\$125.00
PIPE TONGS (4" TO 12")	DAILY	\$15.00
PIPE TONGS (16" TO 24")	DAILY	\$15.00
TAPPING MACHINE - WATER TYPE (UP TO 2")	PER INCH	\$40.00

<u>SWEEPERS & BROOMS —</u>	<u>U.O.M.</u>	<u>RATES</u>
BROOM / SWEEPER - SELF PROPELLED	HOURLY	\$65.00
POWER BROOM / POWER SWEEPER (WALK BEHIND)	HOURLY	\$45.00

<u>TRAFFIC CONTROL EQUIPMENT —</u>
ARROW BOARD (SOLAR)
BARRICADE - TYPE I/DELINEATOR TRAFFIC CONE
BARRICADE - TYPE-II/TYPE-III/ADA PEDESTRIAN TYPE
TEMP. CHAIN LINK FENCE PANEL 6' X10' W/ FEET
RAMP PEDESTRIAN TYPE (BARIATRIC PANEL RAMP)
TRAFFIC SIGNS 30" X 30"

<u>TRAILERS —</u>
TRAILER - LOW BOY TYPE HEAVY HAUL - 88K LBS CAP.
EQUIPMENT TRAILER — 44K LBS CAP.

<u>TRUCKS —</u>
TRUCK — 5 CY CAPACITY
TRUCK — FLAT BED DUMP TRUCK
TRUCK — PICK-UP TRUCK/SUV/VAN
TRUCK — SERVICE TYPE (F-350/450/550)
TRUCK — WATER TYPE 2000 GALLON

<u>WATER PUMPS (W/ 25' SUCT. & 50' DISCHARGE) —</u>
WATER PUMP SUBM./TRASH TYPE, ELEC./GAS/AIR
WATER PUMP SUBMERSIBLE TYPE, ELECTRIC 3"
WATER PUMP SUBMERSIBLE TYPE, ELECTRIC 4"
WATER PUMP TRAILER MOUNTED, DIESEL 6"

NOTE(S) / TERMS

THE TERMS AND CONDITIONS PROVIDED ON FORM C
APPLY TO THIS DOCUMENT FULLY, AS-IF INCLUDED HEREIN

GE. T&M.EQR.26-27
T & M COST-PLUS RATES

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ations	Prevailing Wage (PW) Hourly Rate	PW - Overtime Rate (OT)	PW Double Time (DT) Rate	Contractor's Mark-Up in Percentage	Fully Burdened Rate	Fully Burdened OT Rate	Fully Burdened DT Rate
	\$	\$	\$	\$	\$	\$	\$
n							
r							
s							
/Certified							

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LABORER COST-PLUS RATES (FORM: GE. T&M.LBR.26-27)



GILES ENGINEERING
THROUGH JUNE 30, 2027

<u>PROJECT MANAGEMENT —</u>	<u>CLASS CODE</u>	<u>STRAIGHT-TIME</u>	<u>OVER-TIME</u>	<u>DOUBLE-TIME</u>
PROJECT ADMINISTRATOR	PADM	\$71.78	\$92.32	\$115.53
PROJECT ENGINEER 1	PEG1	\$102.00	\$132.00	\$163.00
PROJECT ENGINEER 2	PEG2	\$106.00	\$146.00	\$187.00
PROJECT ENGINEER 3	PEG3	\$109.00	\$152.00	\$195.00
SUPERINTENDENT	PMSR	\$190.00	\$245.00	\$300.00
ASSISTANT PROJECT MANAGER	PMAS	\$130.00	\$175.00	\$225.00
PROJECT MANAGER	PMPM	\$150.00	\$195.00	\$250.00
SENIOR PROJECT MANAGER	PMSR	\$205.00	\$275.00	\$325.00

<u>LABORERS —</u>	<u>CLASS CODE</u>	<u>STRAIGHT-TIME</u>	<u>OVER-TIME</u>	<u>DOUBLE-TIME</u>
GENERAL FOREMAN	LAGF	\$111.18	\$152.47	\$193.75
FOREMAN	LAFM	\$108.31	\$148.16	\$188.00
GROUP 5 - BLASTER / DRIFTER	LAG5	\$105.43	\$143.85	\$182.26
GROUP 4 - PIPE LAYER, C&S	LAG4	\$104.93	\$143.09	\$181.25
GROUP 3 - PIPELINE BACKUP MAN	LAG3	\$102.70	\$139.75	\$176.80
GROUP 2 - CHUTE MAN	LAG2	\$101.91	\$138.57	\$175.22
GROUP 1 - GENERAL	LAG1	\$101.12	\$137.38	\$173.64

<u>OPERATING ENGINEERS —</u>	<u>CLASS CODE</u>	<u>STRAIGHT-TIME</u>	<u>OVER-TIME</u>	<u>DOUBLE-TIME</u>
FOREMAN, APPDX. A	OEFM	\$143.50	\$197.58	\$251.66
GROUP 8, APPDX. A - UNIVERSAL	OEG8	\$137.76	\$188.96	\$240.17

<u>TEAMSTERS —</u>	<u>CLASS CODE</u>	<u>STRAIGHT-TIME</u>	<u>OVER-TIME</u>	<u>DOUBLE-TIME</u>
GROUP 10 - WORKING TRUCK DRIVER	TDG10	\$105.97	\$140.49	\$175.00

NOTE(S) / TERMS — THE FOLLOWING TERMS APPLY, UNLESS STATED OTHERWISE IN THE RFQ.

- THE RATES PROPOSED HEREIN CONSIST OF GILES ENGINEERING IN-HOUSE EMPLOYEE'S RATES ONLY. ALL LABOR, EQUIPMENT, MATERIAL, SUBCONTRACTORS, OR OTHER THIRD-PARTY SERVICES OR PRODUCTS SHALL BE COMPENSATED FOR PER THE FOLLOWING: MATERIAL, SUBCONTRACTORS, SUBSISTENCE, OUTSIDE EQUIPMENT RENTALS, MACHINERY RENTALS, TOOLS RENTALS, COSTS IN FUEL FOR SUCH RENTALS, PERMITS, INSPECTIONS, AND OTHER RELATED COSTS OR FEES WILL BE BILLED AT COSTS PLUS (+) SALES TAX (AS APPLICABLE) PLUS (+) MARKUPS OF 5% FOR OVERHEAD, PLUS (+) MARKUPS OF 15% FOR PROFITS.
- OVERTIME RATES: SHIFT(S) SHALL BE COMPENSATED FOR PER UNION AGREEMENT(S). IF UNSCHEDULED ON-CALL EMERGENCY DISPATCHES OCCUR AFTER CREW WORKED THEIR STANDARD 8-HOUR WORK SHIFT, OVERTIME/DOUBLE-TIME RATES MAY APPLY AT THE BEGINNING OF THE WORK SHIFT, DEPENDENT ON CREWS TOTAL HOUR WORKED, AND PER UNION AGREEMENT(S).
- FOREMAN'S & TRUCK DRIVERS SHALL BE COMPENSATED FOR ONE ADDITIONAL (+1) WORKHOUR (ST, OT, OR DT) PER WORK-SHIFT, IN ADDITION TO THE WORK HOURS REPORTED FOR THE CREW'S WORK SHIFT(S).
- TRAVEL TIME: BILLING TIME WILL BEGIN ONCE EMPLOYEES ARE DISPATCHED, AND END UPON THEIR RETURN TO THE COMPANY FACILITY.
- SUBSISTENCE: LODGING & MEALS FOR MANAGEMENT, SUPERINTENDENTS & GENERAL FOREMAN WILL BE BILLED, WHEN DEEMED ADEQUATE, AT ACTUAL COSTS, PLUS MARK-UP AT 15%.
- GILES ENGINEERING WILL PROVIDE/MAINTAIN UNDERGROUND SERVICE ALERT (USA) NOTIFICATIONS FOR ALL WORK CONDUCTED WITHIN OUR WORK LIMITS, FOR THE DURATION OF OUR WORK, WHILE PERFORMING OUR SERVICES. ON ALL EMERGENCY WORK DISPATCHED DURING DIG ALERT'S NON-OPERATING/BUSINESS HOURS, GILES ENGINEERING WILL CONDUCT WORK TO COMPLY WITH CALIFORNIA STATE LAW REQUIREMENTS/REGULATIONS TO PROPERLY ACCOMMODATE THE CIRCUMSTANCE ON-HAND.
- ALL WAGE SCALES PRESENTED HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE.
- THIS DOCUMENT DOES NOT INCLUDE ALL LABOR CLASSIFICATIONS. ADDITIONAL LABOR CLASSIFICATIONS ARE AVAILABLE UPON REQUEST(S). SOME WORK AREAS MAY BE SUBJECT TO SPECIAL WAGE AGREEMENTS; IF APPLICABLE, FEES WILL BE BILLED ACCORDINGLY.
- THESE TERMS SHALL EXTEND AND APPLY TO THE ATTACHED EQUIPMENT RATES, AS APPLICABLE.
- INVOICES WILL BE ISSUED ON A WEEKLY BASIS (UNLESS OTHERWISE PROVIDED BY GILES ENGINEERING AT A LATER DATE), AND TO BE PAID UPON RECEIPT. DELINQUENT PAYMENTS 7-DAYS OVERDUE WILL INCUR IN A 1.50% INTEREST SURCHARGE AND WILL ACCRUE FOR EVERY TWO WEEKS PAYMENTS ARE DELINQUENT THEREAFTER).

GILES ENGINEERING

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951.293.3503 | agiles@gilesengineering.com

CSLB #1078513 | DIR # 1000818376



GILES ENGINEERING
GENERAL ENGINEERING CONSTRUCTION

Executive Summary Letter

Giles Engineering is a general engineering contractor who specializes in the underground utilities. Our years of professional experience working in the industry has compelled us to provide exceptional construction and contracting services for our clients across the region. With a commitment to quality, professionalism, and customer satisfaction, we have established a reputation for delivering projects that exceed expectations.

Our team of experts brings a wealth of knowledge and experience to each project, with a focus on effective project management, design excellence, and expert construction execution. We believe in working closely with our clients to understand their unique needs and requirements, and we strive to deliver projects that meet those needs and exceed their expectations.

At Giles Engineering, we are committed to transparency, open communication, and ethical business practices. We believe in building strong, lasting relationships with our clients, and we work tirelessly to ensure that each project reflects our shared vision and values.

In everything we do, we prioritize safety, efficiency, and sustainability. We are dedicated to providing a safe work environment for our employees, subcontractors, clients, and we are committed to using eco-friendly practices that reduce waste and minimize our impact on the environment.

We have successfully completed numerous projects for clients in diverse industries, including Public Works and PrivateCommercial Works. Our services and past experience apply to projects of all sizes, values, and we pride ourselves on our ability to provide tailored solutions to meet the specific needs of each client.

Our firm has reviewed the RFP and intent to perform the services listed. Our firm is willing to enter into a contact under the terms and conditions prescribed by this RFP and sample agreement.

We appreciate the opportunity to present our proposal. We hope to demonstrate our commitment to delivering exceptional results. Thank you for considering Giles Engineering for your Project. We look forward to working with you.

Sincerely,

Andres Giles
Vice President
Giles Engineering



OUR PROCESS

Our team of experts brings a wealth of knowledge and experience to each project, with a focus on effective project management, critical thinking and design excellence, and expert construction execution. We believe in working closely with our clients to understand their unique needs and requirements, and we strive to deliver projects that meet those needs and exceed their expectations for optimum results.

At Giles Engineering we are committed to transparency, open communication, and ethical business practices. We believe in building strong, lasting relationships with our clients, and we work tirelessly to ensure that each project reflects our shared vision and values.



GILES ENGINEERING
GENERAL ENGINEERING CONSTRUCTION

CSLB License # 1078513

"For Safety Is Not a Gadget, But a State of Mind"

In everything we do, we prioritize safety, efficiency, and sustainability. We're committed to provide a safe work environment for our employees, subcontractors, clients, and to the public, and we are committed to using eco-friendly practices that reduce waste and minimize our impact on the environment.



Item 15.

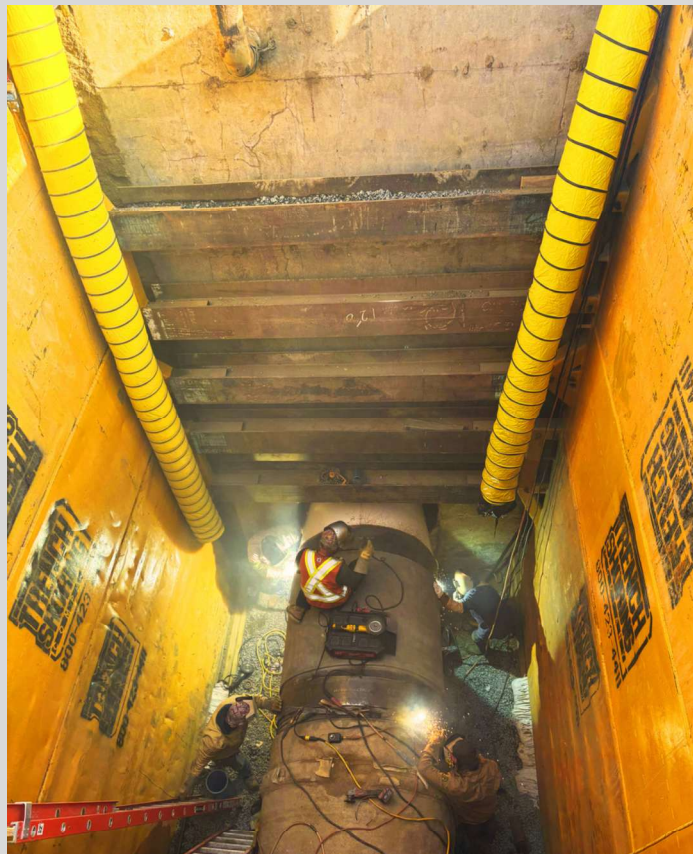
ABOUT US:

Giles Engineering is a general engineering contractor with an emphasis in the underground utilities. Our years of professional experience working in the industry has compelled us to provide exceptional construction and contracting services for our clients across the region. With a commitment to quality, professionalism, and customer satisfaction, we have established a reputation for delivering projects that exceed expectations.



OUR SERVICES

- Giles Engineering services in the underground wet utilities include, but is not limited to -
- Underground utility installation: We specialize in the installation of underground utilities, including Water (Potable & Recycled), Sewer, and Storm Drain lines and appurtenances. Our team uses the latest technology and equipment to ensure that your project is completed on time and within budget.
- Underground utility repair and maintenance: We provide repair and maintenance services for all types of underground utilities. Our team can quickly identify and fix any issues, ensuring that your utilities are functioning at peak performance.
- Emergency services : We understand that emergencies can happen at any time, which is why we offer 24/7 emergency services. Our team will quickly respond to your call and provide the necessary repairs to get your utilities back up and running.
- Utility locating: Before any digging or excavation takes place, it is essential to locate all underground utilities to avoid damage. Our team uses the latest technology to accurately locate and mark all utilities, ensuring a safe and efficient worksite.



Item 15.

QUALITY
EXCEPTIONAL

Giles Engineering has extensive experience in the construction industry with a high success rate. Through our experience and capabilities to provide the specific services permitted us to provide competitive pricing in the South.

COMPANY



16738
LAKE ELMO



(951) 2



WWW.G



GILES ENGINEERING

16738 Lakeshore Drive, #H275, Lake Elsinore, CA 92530

951.293.3503 | agiles@gilesengineering.com

CA Contractor Lic. #1078513 | DIR # 1000818376



GILES ENGINEERING
GENERAL ENGINEERING CONSTRUCTION

Business Entity & DIR Registration / Contractor License

Giles Engineering is a California Corporation – CSLB License # 1078513 – Class A – DIR # 1000818376

Contact Information

Andres Giles – (951)293-3503 – agiles@gilesengineering.com - Vice President & Project Manager

Carlos Giles – (909) 559-8655 - cgiles@gilesengineering.com - President & Superintendent

CARLOS GILES

SUPERINTENDENT

CONTACT

☎ (909)559-8655

✉ Cgiles@gilesengineering.com

📍 16738 Lakeshore Drive, #H275
Lake Elsinore, CA 92530

🌐 www.gilesengineering.com

- DIR : 1000818376
- License : 1078513

CREDENTIALS

- Excavation Certificate
- Confined Space Certificate
- Rigging Training Certificate
- Forklift Certified
- CPR First Aid
- OSHA-30

SKILLS

- Project Supervision
- Scheduling Work and Crews
- Enforcement of OSHA Safety Regulations
- Coordination of Materials and Vendors
- Time Management
- Quality Control
- Effective Communication

LANGUAGES

- English (Fluent)
- Spanish (Fluent)

PROFILE

Experienced management and operational skills with 20 years' experience in constructing infrastructure projects involving multiple kinds of water, sewer, and storm drain systems, and pipeline projects. While Mr. Giles' skills include optimizing productivity, efficiency and service quality of work, his well-established experience permits him to handle more sophisticated projects, as well as taking on projects which require more public-consciousness professionalism.

QUALIFICATIONS

Mr. Giles career experience includes installation of wet utilities, underground utilities, slip lining excavation, reviewing blueprints, dewatering and crew management. Carlos has experience with detention tank installation and has worked repairing channel walls in an active channel. Clients who have benefitted from Carlos's work include Caltrans, CA DWR, MWD, LADWP, POLB, EVMWD, WMWD LA Public Works, LA County Sanitation and various water districts. Carlos is extremely adept at job-specific planning and coordination of resources, ordering materials and storing for just in time installation, and managing manpower to ensure the job is completed on time and within budget. Carlos' specific areas of expertise are:

- Line stops ranging from distribution lines and transmission pipelines;
- Installing storm drain pipes from small to large diameter;
- Installing sewer main from small diameter to trunk lines;
- Installing water line mains from distribution lines and transmission pipelines;
- Installing low flow cast in place diversion structures;
- Installing shoring beam and plate, hydraulic jacks, shields, and sheet pile, shot-crete w/soil nails;
- Installing pre-cast box culverts;
- Layout/Building structures for storm drains and sewers;
- Excavation for bore pits;
- Installation of split casing around existing sewer and water mains;

PROFESIONAL EXPERIENCE

LA County Sanitation District; Carson, CA

DEC 2021

Emergency On-Call : 48" Sewer Line Repair

- Establish sewer bypass to contain raw waste spill and blockage to secure site of sink hole. Install shoring, excavated to expose existing 48" pipe. Clean existing line, and install 200 ft of 42" Hobas pipe inside existing 48" sewage concrete pipe.

Inland Empire Utilities Agency; Ontario, CA

JULY

Item 15.

Emergency On-Call : 42" Recycled Water Line Leak

- Excavate and install shoring in multiple areas. Repair section of 42" CLMC damage by steal beam. Remove broken 42" butterfly valve. Interconnected parallel line to bypass 2nd broken butterfly valve

On-Call Emergency Response

Oct 2018 - May2022

Multiple Emergency Response

- Over my career I have responded to numerous on-call emergencies for multiple districts, agencies and cities. Encompassing various of emergencies such as individual service line to larger main line repairs; water line, sewer line and storm drain line. Lead responds teams of 4 -12 man crews, and delivered effective and efficient resolutions for all emergencies repairs.
- Rowland Water District
- Sunnyslope Water Company
- LA County Sanitation
- Orange County Sanitation
- South Coast Water District
- Liberty Water Company
- California Water Service
- LA Public Works
- City of Cerritos
- City of Chino
- Inland Empire Utilities Agency
- City of Santa Fe Spring
- Long Beach Water Department
- City of Seal Beach

**LADWP: Metropolitan Water District
VENICE, CA**

2018

CITY OF VENICE | CONTRACT VALUE: \$12.6M

LADWP: Metropolitan Water District (MWD) LA-30 Connection (Venice) Project. This project was valued at \$12,602,865 located in Venice at the intersection of Venice Blvd and Sepulveda Blvd. LADWP will have further access to water supplied by MWD for supply to the LADWP systems in the Venice Area. The Project consisted of the installation of approximately 1,350 LF of 48" Welded Steel Pipe (WSP), approximately 350 LF of 20" and 24" WSP including cathodic protection, direct burial valves and a flowmeter, a Regulator Station and a Pressure Relief Station consisting of Precast vaults, regulator valves, pressure relief valves and including electrical support. The projects also consisted of signal, street and sidewalk improvements along with the normal street restoration.

**EMERGENCY WATER SUPPLY REPAIR, EAST
PORTERVILLE, CA**

2016 - 2017

CALIFORNIA DEPARTMENT OF WATER RESOURCES |
CONTRACT VALUE: \$6.4M

Pipe Superintendent

- The unincorporated community of East Porterville has been extremely affected by the historic drought in California beginning in 2012. More than 1,000 households have lost access to running water as a result of dry wells, and the community also faced deteriorating water quality from increasing nitrate contamination in drying wells. The State of California has been delivering bottled drinking water and temporary

water tanks at a cost of \$650,000 per month. In an effort to provide a more permanent, safe, and reliable solution, state agencies have been working with local officials and non-governmental organizations to connect Porterville homes with the City of Porterville's municipal water system. In June 2016, residents were invited to sign up for a free connection to the City of Porterville's municipal water system. The Department of Water Resources (DWR) and State Water Resources Control Board (SWRCB) financed and constructed the project in several phases. Ames installed 44,000 linear feet of pipe, as quickly as possible, to keep the project moving forward and providing access to as many residents as possible. The scope of work also included installing municipal water service stubs, fire hydrant stubs to provide residents with a municipal water source, and pavement repair.

Item 15.

**EMERGENCY WATER SUPPLY EAST
PORTERVILLE, CA: PHASE II-A**

2016 - 2017

CALIFORNIA DEPARTMENT OF WATER RESOURCES | CONTRACT
VALUE: \$4.9M

Pipe Superintendent

- Project contained of installing over 400 services from existing water mains. In addition, installations of over 400 fire hydrants for this phase. It included 12,000 LFT of C-900 new water mains. Bore under existing irrigation lines.

**1-10 FREEWAY HOV LANE, PUENTE AVE TO
CITRUS ST, WEST COVINA, CA**

2014 - 2018

CALTRANS DISTRICT 7 | CONTRACT VALUE: \$91.2M

General Foreman

Project construction is 4.1 miles of carpool lanes in each direction of 1-10.

- This is the second of three projects that upon completion will offer one continuous HOV lane from downtown Los Angeles to 1-15 in San ernardino County. Work constructed includes reconstruction of 20 on-off ramps; widening of 8 bridges; 70,000 CY of PCCP; and 75,000 LF of CIDH concrete piling (Ames self-performed). Work was completed using double shifts under very heavy commuting traffic as this is the main westbound artery into Los Angeles. This project also included relocations of sewer lines and manholes. The excavation ranged from 4 feet and up to 21 feet.

**STATE ROUTE 76 EAST (FALLBROOK)
SEGMENT, FALLBROOK, CA**

2014 - 2017

CALTRANS, DISTRICT 11 | CONTRACT VALUE: \$75M

Foreman then promoted to Pipe Superintendent

- The SR 76 East Segment is the final segment in a series of three improvement projects. Located between 1-15 and 1-5, the East Segment is 5.2 miles from South Mission Road to 1-15. The project will develop a four-lane highway and widen and improve the SR 76 / 1-15 interchange and includes widening and realigning SR 76 to a four-lane highway, upgrading the SR 76 / 1-15 interchange, and expanding the park and ride. The construction work includes over eight miles of storm drain that ranged from 18 inches to 78 inches. This was all built next to the San Luis Rey River. It also included over two miles of a sewer trunk line ranging from 18 inches to 24 inches. Installation of forty sewer manholes. The excavation ranged from 4 feet and up to 2 feet.

1-15 WIDENING, VICTORVILLE, CA

2016

Item 15.

CALTRANS | 160501 | 2016-2018 | CONTRACT

VALUE: \$70.5M

Foreman

- The 1-15 corridor is being widened in both the North and Southbound directions. The project includes mass excavation (approximately 850,000 cubic yards), six bridge widenings, including bridges over the Mojave River, and two new bridges to accommodate the traffic through the City of Victorville. There are several environmental challenges associated with the project, some of which include the exclusions of bats under the Mojave River Bridge.
- Ames had to construct bat habitats(Housing) and encourage these bats to move to the new locations. Another project challenge comes through the existence of groundwater at approximately 5 feet below the existing surface. To solve this challenge, Ames will be installing coffer dams at many locations for the construction of the piers within the Mojave River.

PERRIS VALLEY LINE, RIVERSIDE, CA

2013 - 2015

RIVERSIDE COUNTY TRANSPORTATION

COMMISSION | CONTRACT VALUE: \$132M

Foreman

- This project was a combination of upgrading the existing BNSF line and adding 24 miles of rail to Metrolink's system. It connects downtown Riverside to downtown Perris and added four stations along the route. The project required removal and replacement of two existing railroad bridges, as well as modification of existing drainage systems. Coordination with BNSF was a major project element, as delivery of commodities to neighbouring processing facilities had to be maintained, and the removal and replacement of existing tracks had to be completed during exclusive work windows.

PIER 5 FORCE MAIN RELOCATION, PORT OF LONG BEACH, CA

2013

CITY OF LONG BEACH | CONTRACT VALUE: \$6.8M

Foreman

- Construction included installation of 8" and 42" lined and coated storm water force mains. The construction of these pipelines included trenching, tunnelling, shoring and soil modification. Construction also entailed headwall outfall, tie-over from the existing pipeline to the new pipelines at the existing pump station, construction of a PCC Tremie Slab to prevent groundwater intrusion, and construction of a PCC Blanket to provide a barrier between an existing 16" high pressure gas main and the proposed new pipelines. The project included 3,150 LF of 8" epoxy steel pipe, 3,150 LF of 42" epoxy steel pipe, 97 LF of 20" steel pipe, and 97 LF of 78" steel pipe

ADDITIONAL PRIOR EXPERIENCE (S)

2011 - 2013

LOS ANGELES ENGINEERING, COVINA, CA

Projects included:

- Coyote Creek Channel Repair, Long Beach, CA - \$3M
- Gridley Road Interceptor Sewer, Artesia, CA - \$4.5M
- Temescal Canyon Park Storm water BMP, Santa Monica, CA-\$8M
- City of Lomita Water Main Replacement, Lomita, CA - \$1.4M



GILES ENGINEERING
GENERAL ENGINEERING CONSTRUCTION

CONTACT

☎ (951) 293-3503

✉ agiles@gilesengineering.com

📍 16738 Lakeshore Drive,
#H275 Lake Elsinore, CA
92530

🌐 <https://gilesengineering.com>

EDUCATION

June 2015
UNIVERSITY OF CALIFORNIA,
RIVERSIDE

- Bachelor of Arts

SKILLS

- Effective and Quick Communication
- Vendor Management
- Industry Knowledge
- Public Relations
- Teamwork
- Time Management
- Leadership
- Critical Thinking
- Attention to Detail
- Flexible Planning
- Quality Assurance
- Risk Management
- Financial Management

LANGUAGES

- Fluent in speaking and writing in English and Spanish.

CERTIFICATIONS

- CPR
- Trench Excavating Training
- Fire Training
- Confined Space Entry
- OSHA

ANDRES GILES

Item 15.

PROJECT MANAGER

PROFILE

Results-driven Construction Project Manager with over 10 years of experience leading large-scale infrastructure and piping projects from concept to completion. Specialization in wet utilities including water, sewer, and storm drain. Demonstrated expertise in overseeing cross-functional teams, managing multimillion-dollar budgets, negotiating contracts, and implementing cost-control measures to maximize productivity and efficiency. Adept at driving project success through strategic planning, risk management and a commitment to delivering quality results on time and within budget.

WORK EXPERIENCE

Giles Engineering

2020 - PRESENT

Project Manager

- **Mills Gravity Line Valve Replacement - Western Municipal Water District - DIR 20240470162**

- Directed the highly complex and high risk Mills Gravity Line Shutdown working with all neighboring agencies and Western Municipal Water District.
- Executed the replacement of a 48" valve, 48" dismantling joint, 60" X 48" Eccentric Reducer, and a 5 foot section of 60" CLMC with butt straps.

- **Construction of the McMaster-Carr Recycled Water Retrofit Project Santa Fe Springs - DIR 413720**

- Directed weekly production and operation contractor meetings to resolve critical issues.
- Spearheaded critical pre-installation conferences with general contractors, subcontractors, consultants, and manufactures representatives.
- Scheduled utility service providers according to project timelines.
- Executed conformity to building plans and design layouts while maintain safe and productive construction sites.

- **Colima Road Development Project Rowland Heights - DIR 423968**

- Developed and maintain strong relationships with partners, agencies, and vendors to support project execution.
- Organized and facilitated the complete construction process for all managed developments from planning through to delivery.
- Executed all pre-construction, construction, quality control, and post construction responsibilities.
- Launched construction budget and ensured adherence to financials plans.
- Coordinated with all vendors to ensure materials are being delivered in timely manner.

- **Rorimer St Olson Group Development Project La Puente - DIR 415326**

- Oversaw all onsite and offsite construction to monitor compliance with building and safety regulations.
- Streamlined liaison between sales, customers, and crew.
- Supervised the projects in depth to schedule deliveries and estimate cost.
- Oversaw job sites in person on a regular basis, observed organization, identified, and resolved training issues and took necessary action to ensure quality.



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Reference # 1 18616 Rorimer Development

1. Rowland Water District – 3021 Fullerton Rd, Rowland Heights, CA

91748 - John Poehler – Project Manager (562) 522-8573

john.poehler@surfcity-hb.org

2. **Project Location** – 18616 Rorimer St, La Puente, CA 91744

3. **Completed** – 12/2022

Duration – approximately 55 working days

Description of Services – Provide all materials, equipment, tools and labor to excavate and Install 8” and 4” ductile iron pipe, Install 3” copper service and above grade manifold, Install 1” Services, Install 8x8x8 Tee, Install 8” Gate Valve, Install 4” Gate Valve, Install 8x8x4 Tee, Install 6” Fire Hydrant Assembly, Install 4x3x3 Tee, Install 3” ductile iron pipe, Pressure Test, Chlorinate and De-Chlorinate Newly Installed System, Asphalt and Pavement Restoration for Offsite Work, etc.

Total Contracted Amount - \$430,000.00



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Reference # 2 Leland J. Thompson Treat Plant Fe/Mn Filtration System
Backwash Supply Pipeline

1. Rubidoux Community Services District – 3590 Rubidoux Blvd, Riverside, CA 92509- Brandon Valadez – Senior Engineer/Project Manager
(951)990-0976 – bvaladez@kriegerandstewart.com
2. **Project Location** – 5249 34th St. Jurupa Valley, CA 92509
3. **Completed** – 11/2024

Duration – approximately 100 working days

Description of Services – The Work generally consists of providing all equipment, labor, and materials necessary to: construct steel piping and appurtenances and modify existing piping and valve systems at an existing water filtration facility.

Total Contracted Amount - \$675,000.00



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Reference # 3 Esperanza Avenue Waterline Improvements, Phase I

1. Cabazon Water District – 14618 Broadway Street, Cabazon, CA 92230

Travis Romeyn – (951) 675-3109 – email - tromeyn@kriegerandstewart.com

2. **Project Location**– Esperanza Ave and Lemon St.

3. **Completed** – 07/2024

Duration – 20 working days

Description of Services – The Work generally consists

of replacing between 1200 LF and 2,357± LF of 4" steel pipeline with 8" C900 PVC pipeline, including excavation, pipeline restraint, backfill and compaction, trench shoring, traffic control, pavement replacement, and pressure testing.

Total Cost - \$283,500.00



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Reference # 4 Emergency On-Call Water & Sewer Improvements

1. South Coast Water District-31592 West Street, Laguna Beach, CA
92651- Daniel Takahashi- District Inspector - (949) 289-0091 - email -
dtakahashi@scwd.org
2. **Project Location** - Multiple Sites/Projects
3. **Completed** - 03/25

Duration - 25 Working Days

Description of Services - Furnish water services of all sizes, 8" sewer main repair, asphalt repair, and concrete walkways, CMLC Transmission Line repair under active emergency contract.

Total Contracted Amount - \$300,000.00



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Reference # 5 Oasis Street Water Main Replacement Project

1. Indio Water Authority – 83101 Avenue 45, Indio CA 92201

Brandon Gonzalez – Senior Inspector (760) 972-7419

bgonzalez@indio.org

2. **Project Location** – Intersection of Oasis St and Bliss Ave

3. **Completed** – 12/2024

Duration – approximately 35 working days

Description of Services – Install 1000 lineal feet of 12” ductile iron pipe including air vacs, fire hydrants and blowoffs. Restore street pavement and concrete pavements.

Total Contracted Amount - \$642,000.00



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Reference # 6 Mills Gravity Line Valve Replacement

1. Western Municipal Water District – 14205 Meridian Parkway, Riverside,
CA 92518- Luis Cardenas – Principal Engineer (951) 565-3289 -
lcardenas@wmwd.com
2. **Project Location** – Choi Drive Easement
3. **Completed** – 02/2025

Duration – 30 working days

Description of Services – Remove 5' section of 60" prestressed pipe, remove 60"X48" eccentric reducer, 48" valve and 8" air vacs. Install 5' section of 60" CLMC with butt straps, 60"x48" eccentric reducer, 48" Romac dismantling joint, and 48" valve with air vacs.

Total Contracted Amount - \$637,602.00



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Reference # 7 Magnolia Ave Water Main Interconnect

1. City of Buena Park-6650 Beach Blvd, Buena Park, CA 90621- Jason Tran
- Engineer - (714) 562-3677 - jasontran@buenapark.com
2. **Project Location** - Magnolia Ave just north of Orangethorpe Ave
3. **Completed** - 05/2025

Duration - 35 Working Days

Description of Services - Furnish and Install 8" Ductile Iron pipe and gates valves to connect the city of Buena Park system to city of Fullerton. Installed a pre-cast vault with a pressure reducing valve and magnetic flow meter. Ran all electrical to two RTU panels and antennas to provide data to both cities. Concrete repair, asphalt repair, etc.

Total Contracted Amount - \$700,000.00



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Reference # 8 Travel Center Water Line

1. Pauma Band of Mission Indians-1010 Pauma Reservation Rd, Pauma Valley, CA 92061- Richard Williamson - Engineer - (760) 742-1903 - rwilliamson@slriwa.org & Ruben Bentancourt - Water Teck Manager - (760)415-9970 - rbentancourt@pauma-nsn.gov

2. **Project Location** - Casino Pauma, 777 Pauma Reservation Rd, Pauma Valley, CA 92061

3. **Completed** - 07/2025

Duration - 25 Working Days

Description of Services - Install approximately 3,200 lineal feet of 10 - inch C-900 water line, fittings, fire hydrants, valves, and connections to existing water lines.

Total Contracted Amount - \$500,586.00



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Reference # 9 Hampshire Village Services Replacements

1. City of Chino-13220 Central Ave, Chino, CA 91710

Roy Lucero - Project Inspector - (909) 927-9464 - rlucero@cityofchino.org

2. **Project Location** - Hampshire Village, Chino, CA 91710

3. **Completed** - 08/2025

Duration - 40 Working Days

Description of Services - Install about 140 1" water services to include trenching, backfill, base pave, grind and overlay, concrete repair, and striping.

Total Contracted Amount - \$688,532.19



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Reference # 10 EL CAMINO REAL WATER MAIN IMPROVEMENTS

PROJECT

1. City of Tustin – 300 Centennial Way, Tustin, CA 92780– Michael Arionus
– Inspector - (714) 559-0155 – marionus@tustinca.org
2. **Project Location** – El Camino Real between Red Hill Ave and Browning
Ave, Tustin, CA 92780.
3. **Completed** – 10/2025

Duration – 25 Working Days

Description of Services – Removal and disposal of approximately 500 feet of existing 8-inch water main located on south side of street removal and disposal of one fire hydrant, abandonment of existing service laterals, installation of new water main located 3 feet north of centerline and appurtenances, installation of new fire hydrant assembly, installation of new service laterals and meters, asphalt restoration, and striping.

Total Contracted Amount - \$557,049.32

SCHEDULE OF VALUES

Contractor must submit the following information below as part of their proposals.

[illegible]

GILES ENGINEERING

16738 LAKESHORE DRIVE, #H275, LAKE ELSINORE, CA 92530
951.293.3503 | AGILES@GILESENGINEERING.COM
DIR #1000818376 | LICENSE #1078513

EQUIPMENT COST-PLUS RATES (FORM: **GE. T&M.EQR.26-27**)



GILES ENGINEERING
THROUGH JUNE 30, 2027

<u>AIR COMPRESSORS —</u>	<u>U.O.M.</u>	<u>RATES</u>
AIR COMPRESSOR - 13 HP (TRUCK MOUNTED)	HOURLY	\$8.00
AIR COMPRESSOR - 185 CFM W/ HOSES	DAILY	\$150.00

<u>ASPHALT PAVING EQUIPMENT —</u>	<u>U.O.M.</u>	<u>RATES</u>
ASPHALT SPREADER BOX (VARIABLE WIDTH)	DAILY	\$60.00
PROPANE TORCH - PORTABLE	HOURLY	\$5.00
ROLLER - 24" WIDTH WALK-BEHIND-TYPE	HOURLY	\$24.00
ROLLER - 30" – 36" WIDTH WALK-BEHIND-TYPE	HOURLY	\$28.00
ROLLER ASPHALT SMTH Vib.DUAL DRUM 3 TO 5 TON	HOURLY	\$41.00
ROLLER ASPHALT SMTH Vib. DUAL DRUM 8 TON	HOURLY	\$60.00
TACK SPRAYER/EMULSION POT (220 GAL. CAP.)	HOURLY	\$18.00

<u>BACKHOES —</u>	<u>U.O.M.</u>	<u>RATES</u>
CAT 420 D 4x4 / CASE 580 SUPER M 4X4	HOURLY	\$60.00
CAT 430E / CASE 590 SUPER M 4x4	HOURLY	\$70.00

<u>BACKHOES ATTACHMENT —</u>	<u>U.O.M.</u>	<u>RATES</u>
AUGER DRILL - 12" DIAMETER (MAX DEPTH 8')	HOURLY	\$180.00
AUGER DRILL - 24" DIAMETER (MAX DEPTH 8')	HOURLY	\$250.00
HYDRAULIC BREAKER 1000 LB FOR BACKHOES	HOURLY	\$50.00
COMPACTION WHEEL - 12" OR 18" WIDE	HOURLY	\$10.00

<u>BORING EQUIPMENT —</u>	<u>U.O.M.</u>	<u>RATES</u>
ACCU-PUNCH BORE MOLE 1"- 2" DIAMETER	HOURLY	\$20.00

<u>COMPACTION EQUIPMENT —</u>	<u>U.O.M.</u>	<u>RATES</u>
TAMP / POWDER PUFF - AIR DRIVEN	DAILY	\$25.00
JUMPING JACK	DAILY	\$100.00
VIBRATORY SOIL PLATE COMPACTOR 34" W (CAT 320)	HOURLY	\$26.00
VIBRATORY PLATE 24" (WALK BEHIND)	DAILY	\$100.00

<u>CONCRETE EQUIPMENT —</u>	<u>U.O.M.</u>	<u>RATES</u>
CONCRETE MIXER - 1/3 CUYD CAP. (TOW TYPE)	DAILY	\$90.00
CONCRETE SAW - WALK BEHIND	HOURLY	\$70.00
CONCRETE VIBRATOR (ELECTRIC)	DAILY	\$100.00
CONCRETE WASHOUT BIN (5.25 CUYD)	DAILY	\$75.00

<u>CONFINED SPACE & SAFETY EQUIPMENT —</u>	<u>U.O.M.</u>	<u>RATES</u>
AIR SUPPLY SYSTEM	DAILY	\$250.00
AIR CART W/60 MIN. BOTTLES	DAILY	\$160.00
STRETCHER BASKET W/ BUCKLES	DAILY	\$75.00
GAS / OXYGEN MONITOR	DAILY	\$100.00
HARNES - FULL BODY TYPE	DAILY	\$15.00
LANYARD RETRACTABLE TYPE - 30' LENGTH (YO-YO)	DAILY	\$35.00
MANHOLE BLOWER - 4130 CFM (GAS POWERED)	DAILY	\$40.00
S.C.B.A. 5 MINS (SCOTT SKA-PAK 2.2-3.0)	DAILY	\$75.00
TRIPOD W/ WINCH FOR CONFINED SPACE ENTRY	DAILY	\$80.00
VELOMETER (AIR FLOW MEASURING DEVICE)	DAILY	\$100.00
VENT BLOWER TRAILER MOUNTED (12,000 CFM)	HOURLY	\$35.00
VENT BLOWER TRAILER MOUNTED (25,000 CFM)	HOURLY	\$50.00

<u>EXCAVATOR & EXCAVATOR ATTACHMENTS —</u>	<u>U.O.M.</u>	<u>RATES</u>
EXCAVATOR - CAT 320 (OR SIMILAR)	HOURLY	\$125.00
EXCAVATOR - CAT 315 (OR SIMILAR)	HOURLY	\$110.00
BUCKET ATTACHMENT (24" – 36" WIDE)	HOURLY	\$10.00

<u>GENERATORS —</u>	<u>U.O.M.</u>	<u>RATES</u>
GENERATOR 5 KW	HOURLY	\$10.00
GENERATOR 25 KW	HOURLY	\$20.00
GENERATOR 45 KW	HOURLY	\$35.00
GENERATOR 118 KW	HOURLY	\$75.00
GENERATOR 230 KW	HOURLY	\$115.00

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EQUIPMENT COST-PLUS RATES (FORM: **GE. T&M.EQR.26-27**)



GILES ENGINEERING
THROUGH JUNE 30, 2027

<u>EXCAVATOR —</u>	<u>U.O.M.</u>	<u>RATES</u>
EXCAVATOR - CAT 320 (OR SIMILAR)	HOURLY	\$130.00

<u>PLANNER/GRINDER</u>	<u>U.O.M.</u>	<u>RATES</u>
ASPHALT ZIPPER 30"	HOURLY	\$65.00

<u>LOADERS & LOADER ATTACHMENTS —</u>	<u>U.O.M.</u>	<u>RATES</u>
SKID STEER LOADER - CAT 262	HOURLY	\$60.00
HYDRAULIC BREAKER ATTACHMENT (FOR CAT 262)	HOURLY	\$30.00
PAVEMENT GRINDER ATTACHMENT (FOR CAT 262)	HOURLY	\$30.00
BROOM/SWEEPER ATTACHMENT (FOR CAT 262)	HOURLY	\$10.00

<u>MISCELLANEOUS EQUIPMENT / TOOLS —</u>	<u>U.O.M.</u>	<u>RATES</u>
CUT-OFF SAW/CHAIN SAW/SKILL SAW/JIG SAW	DAILY	\$75.00
CHIPPING GUN	DAILY	\$85.00
RIVET BUSTER W/ POINTS	DAILY	\$85.00
TRENCH DIGGER/CLAY SPADE	DAILY	\$25.00
JACKHAMMER 90 LBS AIR	DAILY	\$90.00
TEST PUMP HYDROSTATIC - 5 HP	DAILY	\$80.00
TEST PUMP HYDROSTATIC - 8 HP	DAILY	\$125.00
PIPE TONGS (4" TO 12")	DAILY	\$15.00
PIPE TONGS (16" TO 24")	DAILY	\$15.00
TAPPING MACHINE - WATER TYPE (UP TO 2")	PER INCH	\$40.00

<u>SWEEPERS & BROOMS —</u>	<u>U.O.M.</u>	<u>RATES</u>
BROOM / SWEEPER - SELF PROPELLED	HOURLY	\$65.00
POWER BROOM / POWER SWEEPER (WALK BEHIND)	HOURLY	\$45.00

<u>TRAFFIC CONTROL EQUIPMENT —</u>	<u>U.O.M.</u>	<u>RATES</u>
ARROW BOARD (SOLAR)	HOURLY	\$50.00
BARRICADE - TYPE I/DELINEATOR TRAFFIC CONE	DAILY	\$1.00
BARRICADE - TYPE-II/TYPE-III/ADA PEDESTRIAN TYPE	DAILY	\$3.00
TEMP. CHAIN LINK FENCE PANEL 6' X10' W/ FEET	DAILY	\$7.00
RAMP PEDESTRIAN TYPE (BARIATRIC PANEL RAMP)	DAILY	\$20.00
TRAFFIC SIGNS 30" X 30"	DAILY	\$5.00

<u>TRAILERS —</u>	<u>U.O.M.</u>	<u>RATES</u>
TRAILER - LOW BOY TYPE HEAVY HAUL - 88K LBS CAP.	HOURLY	\$130.00
EQUIPMENT TRAILER — 44K LBS CAP.	HOURLY	\$18.00

<u>TRUCKS —</u>	<u>U.O.M.</u>	<u>RATES</u>
TRUCK — 5 CY CAPACITY	HOURLY	\$55.00
TRUCK — FLAT BED DUMP TRUCK	HOURLY	\$101.56
TRUCK — PICK-UP TRUCK/SUV/VAN	HOURLY	\$40.51
TRUCK — SERVICE TYPE (F-350/450/550)	HOURLY	\$55.45
TRUCK — WATER TYPE 2000 GALLON	HOURLY	\$60.00

<u>WATER PUMPS (W/ 25' SUCT. & 50' DISCHARGE) —</u>	<u>U.O.M.</u>	<u>RATES</u>
WATER PUMP SUBM./TRASH TYPE, ELEC./GAS/AIR 2"	DAILY	\$60.00
WATER PUMP SUBMERSIBLE TYPE, ELECTRIC 3"	DAILY	\$85.00
WATER PUMP SUBMERSIBLE TYPE, ELECTRIC 4"	DAILY	\$135.00
WATER PUMP TRAILER MOUNTED, DIESEL 6"	DAILY	\$265.00

<u>NOTE(S) / TERMS —</u>
THE TERMS AND CONDITIONS PROVIDED ON FORM GE. T&M.LBR.25 SHALL EXTEND AND APPLY TO THIS DOCUMENT FULLY, AS-IF INCLUDED HEREIN.

Classifications	Prevailing Wage (PW) Hourly Rate	PW - Overtime Rate (OT)	PW Double Time (DT) Rate	Contractor's Mark-Up in Percentage 20%	Fully Burdened Rate	Fully Burdened OT Rate	Fully Burdened DT Rate
Journey person							
Group 1	\$	\$	\$	\$	\$	\$	\$
Group 2							
Group 3							
Group 4							
Group 5							
Laborers							
General Foreman	\$111.18	\$152.47	\$193.75	20%	\$111.18	\$152.47	\$193.75
Foreman	\$108.31	\$148.16	\$188.00	20%	\$108.31	\$148.16	\$188.00
Group 1 – General	\$101.12	\$137.38	\$173.64	20%	\$101.12	\$137.38	\$173.64
Group 2 – Chute Man	\$101.91	\$138.57	\$175.22	20%	\$101.91	\$138.57	\$175.22
Group 3 – Pipeline	\$102.70	\$139.75	\$176.80	20%	\$102.70	\$139.75	\$176.80
Group 4 – Pipe Layer	\$104.93	\$143.09	\$181.25	20%	\$104.93	\$143.09	\$181.25
Group 5 – Blaster	\$105.43	\$143.85	\$182.26	20%	\$105.43	\$143.85	\$182.26
Apprentice (85%)	\$89.19	\$121.63	\$154.06	20%	\$89.19	\$121.63	\$154.06
Operating Engineers							
General Foreman	\$147.00	\$201.08	\$255.06	20%	\$147.00	\$201.08	\$201.08
Foreman	\$143.50	\$197.58	\$251.66	20%	\$143.50	\$197.58	\$197.58
Group 1 – Oiler	\$133.00	\$175.00	\$218.00	20%	\$133.00	\$175.00	\$175.00
Group 8 – Universal	\$137.76	\$188.96	\$240.17	20%	\$137.76	\$188.96	\$188.96
Group 10 – Mechanic/Certified	\$143.00	\$191.00	\$239.00	20%	\$143.00	\$191.00	\$191.00
Carpenter							
General Foreman							
Journeyman							
Project Manager	\$150.00	\$195.00	\$250.00	20%	\$150.00	\$195.00	\$195.00
Pipe Layer	\$104.93	\$143.09	\$181.25	20%	\$104.93	\$143.09	\$143.09
Equipment Operator	\$137.76	\$188.96	\$240.17	20%	\$137.76	\$188.96	\$188.96

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LABORER COST-PLUS RATES (FORM: GE. T&M.LBR.26-27)



GILES ENGINEERING
THROUGH JUNE 30, 2027

PROJECT MANAGEMENT —	CLASS CODE	STRAIGHT-TIME	OVER-TIME	DOUBLE-TIME
PROJECT ADMINISTRATOR	PADM	\$71.78	\$92.32	\$115.53
PROJECT ENGINEER 1	PEG1	\$102.00	\$132.00	\$163.00
PROJECT ENGINEER 2	PEG2	\$106.00	\$146.00	\$187.00
PROJECT ENGINEER 3	PEG3	\$109.00	\$152.00	\$195.00
SUPERINTENDENT	PMSR	\$190.00	\$245.00	\$300.00
ASSISTANT PROJECT MANAGER	PMAS	\$130.00	\$175.00	\$225.00
PROJECT MANAGER	PMPM	\$150.00	\$195.00	\$250.00
SENIOR PROJECT MANAGER	PMSR	\$205.00	\$275.00	\$325.00

LABORERS —	CLASS CODE	STRAIGHT-TIME	OVER-TIME	DOUBLE-TIME
GENERAL FOREMAN	LAGF	\$111.18	\$152.47	\$193.75
FOREMAN	LAFM	\$108.31	\$148.16	\$188.00
GROUP 5 - BLASTER / DRIFTER	LAG5	\$105.43	\$143.85	\$182.26
GROUP 4 - PIPE LAYER, C&S	LAG4	\$104.93	\$143.09	\$181.25
GROUP 3 - PIPELINE BACKUP MAN	LAG3	\$102.70	\$139.75	\$176.80
GROUP 2 - CHUTE MAN	LAG2	\$101.91	\$138.57	\$175.22
GROUP 1 - GENERAL	LAG1	\$101.12	\$137.38	\$173.64

OPERATING ENGINEERS —	CLASS CODE	STRAIGHT-TIME	OVER-TIME	DOUBLE-TIME
FOREMAN, APPDX. A	OEFM	\$143.50	\$197.58	\$251.66
GROUP 8, APPDX. A - UNIVERSAL	OEG8	\$137.76	\$188.96	\$240.17

TEAMSTERS —	CLASS CODE	STRAIGHT-TIME	OVER-TIME	DOUBLE-TIME
GROUP 10 - WORKING TRUCK DRIVER	TDG10	\$105.97	\$140.49	\$175.00

NOTE(S) / TERMS — THE FOLLOWING TERMS APPLY, UNLESS STATED OTHERWISE IN THE RFQ.

- THE RATES PROPOSED HEREIN CONSIST OF GILES ENGINEERING IN-HOUSE EMPLOYEE'S RATES ONLY. ALL LABOR, EQUIPMENT, MATERIAL, SUBCONTRACTORS, OR OTHER THIRD-PARTY SERVICES OR PRODUCTS SHALL BE COMPENSATED FOR PER THE FOLLOWING: MATERIAL, SUBCONTRACTORS, SUBSISTENCE, OUTSIDE EQUIPMENT RENTALS, MACHINERY RENTALS, TOOLS RENTALS, COSTS IN FUEL FOR SUCH RENTALS, PERMITS, INSPECTIONS, AND OTHER RELATED COSTS OR FEES WILL BE BILLED AT COSTS PLUS (+) SALES TAX (AS APPLICABLE) PLUS (+) MARKUPS OF 5% FOR OVERHEAD, PLUS (+) MARKUPS OF 15% FOR PROFITS.
- OVERTIME RATES: SHIFT(S) SHALL BE COMPENSATED FOR PER UNION AGREEMENT(S). IF UNSCHEDULED ON-CALL EMERGENCY DISPATCHES OCCUR AFTER CREW WORKED THEIR STANDARD 8-HOUR WORK SHIFT, OVERTIME/DOUBLE-TIME RATES MAY APPLY AT THE BEGINNING OF THE WORK SHIFT, DEPENDENT ON CREWS TOTAL HOUR WORKED, AND PER UNION AGREEMENT(S).
- FOREMAN'S & TRUCK DRIVERS SHALL BE COMPENSATED FOR ONE ADDITIONAL (+1) WORKHOUR (ST, OT, OR DT) PER WORK-SHIFT, IN ADDITION TO THE WORK HOURS REPORTED FOR THE CREW'S WORK SHIFT(S).
- TRAVEL TIME: BILLING TIME WILL BEGIN ONCE EMPLOYEES ARE DISPATCHED, AND END UPON THEIR RETURN TO THE COMPANY FACILITY.
- SUBSISTENCE: LODGING & MEALS FOR MANAGEMENT, SUPERINTENDENTS & GENERAL FOREMAN WILL BE BILLED, WHEN DEEMED ADEQUATE, AT ACTUAL COSTS, PLUS MARK-UP AT 15%.
- GILES ENGINEERING WILL PROVIDE/MAINTAIN UNDERGROUND SERVICE ALERT (USA) NOTIFICATIONS FOR ALL WORK CONDUCTED WITHIN OUR WORK LIMITS, FOR THE DURATION OF OUR WORK, WHILE PERFORMING OUR SERVICES. ON ALL EMERGENCY WORK DISPATCHED DURING DIG ALERT'S NON-OPERATING/BUSINESS HOURS, GILES ENGINEERING WILL CONDUCT WORK TO COMPLY WITH CALIFORNIA STATE LAW REQUIREMENTS/REGULATIONS TO PROPERLY ACCOMMODATE THE CIRCUMSTANCE ON-HAND.
- ALL WAGE SCALES PRESENTED HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE.
- THIS DOCUMENT DOES NOT INCLUDE ALL LABOR CLASSIFICATIONS. ADDITIONAL LABOR CLASSIFICATIONS ARE AVAILABLE UPON REQUEST(S). SOME WORK AREAS MAY BE SUBJECT TO SPECIAL WAGE AGREEMENTS; IF APPLICABLE, FEES WILL BE BILLED ACCORDINGLY.
- THESE TERMS SHALL EXTEND AND APPLY TO THE ATTACHED EQUIPMENT RATES, AS APPLICABLE.
- INVOICES WILL BE ISSUED ON A WEEKLY BASIS (UNLESS OTHERWISE PROVIDED BY GILES ENGINEERING AT A LATER DATE), AND TO BE PAID UPON RECEIPT. DELINQUENT PAYMENTS 7-DAYS OVERDUE WILL INCUR IN A 1.50% INTEREST SURCHARGE AND WILL ACCRUE FOR EVERY TWO WEEKS PAYMENTS ARE DELINQUENT THEREAFTER).

Scope of Work

The Contractor shall provide all labor, equipment, materials, and supervision to perform maintenance and repair services associated with MSWD's on-call potable water and sanitary sewer repair services.

Although MSWD is attempting to identify the limits and services required, this should not unnecessarily limit the Contractor in the development of a scope it believes is necessary to meet MSWD's goals and objectives.

MSWD's water system consists of approximately 330-miles of water mains of various materials, age, and condition. Typical pipe materials include Asbestos Cement Pipe (ACP), Steel, Ductile Iron Pipe (DIP), and Polyvinyl chloride (PVC). Water mains range from 2-inch in size up to 24-inches. MSWD's main water system is broken down to eight primary elevations with 15 pressure zones within those elevations. MSWD also operates two smaller water systems within the Whitewater/North Palm Springs area. There are approximately 14,000 service connections within three water systems and are comprised of mainly copper service material with a small percentage of plastic service materials.

MSWD's wastewater collections system flows predominately by gravity to the Horton Wastewater Treatment Plant and consists of approximately 120-miles of Vitrified Clay Pipe (VCP) ranging in sizes from 8-inches to 36-inches. There are approximately 2,200 sewer manholes and 9,600 4 and 6-inch sewer connections in the wastewater system. MSWD also owns and operates two sewer lift stations.

MSWD desires to have contractors available on an on-call/emergency basis that can respond within a designated period to deal with water and sewer emergencies and any overflow repair work

The Contractor shall provide all labor, materials, equipment, and supervision to perform services which may include but not be limited to the excavation, procurement of materials, installation, backfill and paving and all other work necessary to complete the following types of work:

- The repair and construction of water steel pipe, DIP, ACP PVC, and other pipe materials ranging in size from 2-inch to 24-inch in diameter
- The repair and construction of water services, fire hydrant assemblies, and other appurtenant structures
- Dewatering of excavations
- The repair and construction of VCP material sewer mains and laterals ranging from 4-inch to 36-inch in diameter
- The repair and construction of sewer manhole and cleanouts
- The repair and construction of sewer laterals
- Bypass pumping
- Site remediation and cleaning
- Traffic Control

MSWD and Contractor agree that no specific quantity of work is guaranteed to be provided to the Contractor under the terms and conditions of this contract. MSWD does not guarantee that the Contractor will be assigned any specific project during the term of the contract. Services are to include provision of all labor, equipment, tools, supervision, and materials necessary to complete

the work. If necessary, MSWD may supply repair materials at its discretion. Unless indicated otherwise, all services provided shall be in accordance with the latest edition of the Greenbook: Standard Specifications for Public Works Construction. All work and general conditions shall be performed in accordance with the current Cal-OSHA requirements, , the State Water Resources Control Board Health Guidelines, and the American Water Works Association (AWWA) Standards. All costs for traffic control (including traffic control plan), street restoration (per applicable land use agency) and encroachment permits are the responsibility of the contractor.

Level of Maintenance

All work shall be performed in a manner commensurate with community professional standards and with an ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. Standards and frequencies may be modified as deemed necessary by MSWD for the proper maintenance and repair of the water and sewer infrastructure.

If, in the judgment of MSWD, the level of maintenance is less than that specified herein, MSWD shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Contractor and MSWD. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at MSWD's sole discretion, result in deduction of payment for that day, week, or month. Payment will be retained for work not performed until such time as the work is performed to MSWD standard.

The Contractor is required to correct deficiencies within the time specified by MSWD. If noted deficient work has not been completed, payment for subject deficiency shall be withheld and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

Workmanship and Supervision

Unless otherwise stated, Contractor shall be responsible to provide all labor and materials to allow for successful Project completion.

MSWD may choose to reimburse the Contractor for materials that need to be procured. These instances shall be analyzed on a case -by -case basis and reimbursement for materials will need to be agreed upon in the Contractor's letter proposal prior to the commencement of work.

Receipts shall be required for reimbursements for materials purchased for projects. MSWD reserves the right to specify what type of material and/or equipment will be purchased per project. All equipment and material purchases shall be preapproved by MSWD. The Contractor shall charge the actual cost of materials to MSWD plus a maximum of 15% for overhead costs associated with procurement of materials.

MSWD reserves the right to purchase materials directly and make them available to the Contractor. In the event MSWD exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all MSWD practices and procedures.
- All MSWD purchases will be for the sole expressed use of and for MSWD.
- The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives.

- All materials and inventories shall be made available to MSWD upon request. The Contractor will reduce the unit cost for each maintenance task by MSWD's actual cost for the materials provided and used.

The Contractor represents and warrants that, at all times during the contract term, Contractor shall obtain, maintain, and keep in full force and effect all licenses, permits, certifications, professional qualifications, and approval required by applicable law to perform the services under said contract.

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from the Contractor's activities. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's activities, shall be immediately reported to MSWD.

The Contractor shall, at its sole responsibility, remove and properly dispose of all debris arising from or related to the performance of the services described in this Scope of Work.

All work performed under this contract shall be performed in such a manner as to provide maximum safety for the public and, where applicable, comply with all safety standards required by CAL-OSHA. MSWD reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

The supervisor or person in charge and on site of any MSWD project shall have a smart phone capable of email.

The Contractor shall ensure that, at all times during work on any MSWD assigned project, an on-site supervisor who is fluent in English is present.

Working Hours

Normal working hours shall be between the hours of 7:00 AM and 3:30 PM, Monday through Friday, unless otherwise stated by MSWD for emergency or standby services. The Contractor is subject to being contacted 24 hours a day, 7 days a week, 365 days a year to perform emergency repairs. These representatives for the Contractor shall respond to said emergency within two (2) hours from receiving notification. The Contractor shall notify MSWD immediately of any changes to the Contractor's representation.

Contractor's Office

The Contractor shall designate a project supervisor or person in charge at all times and provide MSWD with written notice of such designation. The designated individual shall be available throughout the duration of the work.

The Contractor shall also provide the names and telephone numbers of at least two (2) qualified personnel available during emergency conditions and capable of mobilizing to the job site within two (2) hours of notification.

Unless otherwise stated by MSWD, there will be no on-site storage of equipment or materials on MSWD property or at District sites. Contractors will have full responsibility for maintaining an office and a storage facility. All vehicles and equipment used in conjunction with the work shall be

maintained in a neat, clean, orderly manner and shall be in good working order. MSWD may reject any vehicle or piece of equipment and order it removed if deemed unsafe.

Equipment

All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, and orderly manner and shall be in good working order. MSWD may reject vehicles or equipment and order it removed at their discretion.

Street Closures, Detours, Barricades

Contractor shall be responsible for all traffic control and barricades necessary to perform the scope of work. Warning signs, lights, and devices shall be installed and displayed in compliance with the current edition of the "California Manual on Uniform Traffic Control Devices" (CA MUTCD) and "Work Area Traffic Control Handbook" (WATCHBOOK) for use in performance of work upon highways issued by the State of California, Department of Transportation.

Permits

The Contractor shall be responsible for obtaining permits where required by federal, state, or local agencies as it pertains to the work being conducted.

Underground Excavations

The Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor should contact MSWD and Underground Service Alert (www.digalert.org) or call (811) at least forty-eight (48) hours before commencing any excavation, to locate underground service lines.

SECTION 2.1
of
GENERAL CONDITIONS

DEFINITIONS, TERMS, ABBREVIATIONS

2.1.01 Definitions - Wherever used in the Contract Documents, the following shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

Acceptance, Final Acceptance - The formal action by the Owner accepting the Work as being complete.

Accepted Bid - The bid (proposal) accepted by the Owner.

Addenda - Written or graphic instruments issued prior to the opening of sealed bids, which modify or interpret the Contract Documents and Drawings by additions, deletions, clarifications or corrections.

Agreement - The written agreement (contract) executed between the Owner and the Contractor covering the performance of the Work.

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

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

Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

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

Contract Documents - The Contract Documents, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Insurance Certificates, Notice of Award, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Detailed Technical Provisions, Drawings, and Addenda.

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

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

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

Detailed Technical Provisions - A part of the Contract Documents consisting of written descriptions of the technical nature of materials, equipment, construction system, standards and workmanship.

Drawings - The part of the Contract Documents, which show the characteristics, and scope of the Work to be performed and which have been prepared or approved by the Engineer.

Engineer - The person, firm or corporation named as such in the Contract Documents.

Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Laboratory - The laboratory authorized by the Owner or the Owner's representative to test materials and work involved in the Project.

Manufacturer - A person, firm or corporation that fabricates, processes, or creates from raw materials or component parts, materials or equipment to be incorporated into the Project.

Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Owner's Representative - The person, consultant, or engineering firm authorized by the Owner to represent him during the performance of the Work by the Contractor and until final acceptance. The Owner's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's Representative means the Owner's representative or his assistants.

Project - The undertaking to be performed as provided in the Contract Documents.

Resident Project Representative - The authorized representative of the Owner who is assigned to the Project site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

Special Conditions - Modifications to Detailed Technical Provisions.

Specifications - The General Conditions, Supplemental General Conditions, Special Conditions, and Detailed Technical Provisions of these Contract Documents.

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

Supplemental General Conditions - Modifications to General Conditions that are specifically applicable to this Project.

Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Utility - Public or private fixed works for the transportation of fluids, gases, power, signals or communications.

Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

2.1.02 Terms - Wherever used in the Contract Documents, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Owner's Representative is intended. Similarly, the terms "approved", "acceptable", "satisfactory", "or equal", or terms of like import shall mean approved by or acceptable to or satisfactory to the Owner's Representative, unless otherwise expressly stated.

The word "provide" shall be understood to mean furnish and install.

2.1.03 Abbreviations - Whenever used in the Contract Documents, the following abbreviations shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAU, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CPR	Certified Payroll Records
DIR	California Department of Industrial Relations
IEEE	Institute of Electrical and Electronics Engineers
LCP	Labor Compliance Program
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or USAS	United States of America Standards Institute (now ANSI)

SECTION 2.2
of
GENERAL CONDITIONS

ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS

2.2.01 SECTION NOT USED.

2.2.02 SECTION NOT USED.

SECTION 2.3
of
GENERAL CONDITIONS

SCHEDULES, REPORTS AND RECORDS

2.3.01 A preconstruction conference will be held prior to commencement of the Work. Attendees shall be the Contractor, his Subcontractors, if applicable, the Owner, the Engineer, representatives of Federal, State or local regulatory or enforcement agencies, and any other parties deemed appropriate by the Owner.

2.3.02 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

2.3.03 Prior to the start of construction, the Contractor shall submit a construction progress schedule to the Engineer for approval. Said schedule shall include, but is not limited to, the following information: Contractor's name, address and telephone number; project/contract number; date prepared; Engineer's name; Owner's name; date of Notice to Proceed; contract completion date; and, list of all important activities, including construction and material delivery, with starting and ending dates for each activity.

The schedule shall be prepared so that the Contractor can update it when significant changes in an activity time and/or completion time occur, as the Engineer may direct. After the Engineer approves the schedule, one (1) electronic copy shall be furnished to the Engineer for distribution. All costs for schedule preparation and printing are included in the Contractor's Bid.

The Engineer reserves the right to alter said schedule to prevent excessive public nuisance or to exclude areas where rights-of-way acquisition might still be in progress or provide timely facilities for testing and connection to other installations dependent upon this project.

2.3.04 Prior to starting construction, the Contractor shall submit to the Engineer for his approval a detailed breakdown of his cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Engineer to determine partial payments.

2.3.05 Prior to the start of construction, the Contractor shall submit the dates at which special drawings will be required and the respective dates when applicable for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

SECTION 2.4
of
GENERAL CONDITIONS

DRAWINGS AND SPECIFICATIONS

2.4.01 SECTION NOT USED.

2.4.02 SECTION NOT USED.

2.4.03 SECTION NOT USED.

2.4.04 SECTION NOT USED.

SECTION 2.5
of
GENERAL CONDITIONS

SHOP DRAWINGS/MATERIAL SUBMITTALS

2.5.01 SECTION NOT USED.

2.5.02 SECTION NOT USED.

2.5.03 SECTION NOT USED.

2.5.04 SECTION NOT USED.

SECTION 2.6
of
GENERAL CONDITIONS

MATERIALS, SERVICES AND FACILITIES

2.6.01 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

2.6.02 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. The Contractor shall be entirely responsible for damage or loss to material and equipment until the Work has been completed by the Contractor and accepted by the Owner.

2.6.03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.6.04 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

2.6.05 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.6.06 Whenever under this Agreement it is provided that the Contractor shall furnish materials or manufactured articles, or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the Work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the Work as a whole or in part.

2.6.07 All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified.

SECTION 2.7

of
GENERAL CONDITIONS

INSPECTION AND TESTING

2.7.01 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

2.7.02 The Owner shall provide all inspection and testing services not required by the Contract Documents. Performance of these tests and all costs will be borne by the Owner; except, the cost of any test which shows unsatisfactory results shall be borne by the Contractor.

2.7.03 The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

2.7.04 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall pay for all inspection fees imposed by public agencies other than the Owner.

2.7.05 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

2.7.06 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

2.7.07 If any Work is covered contrary to the written instructions of the Engineer or work done for which the Contractor has not requested and received inspection, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

2.7.08 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure,

observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

2.7.09 Upon request of the Engineer, the Contractor shall furnish certification of compliance that fabricated or manufactured products conform to the standards of the industry as specified in these Contract Documents and that said fabricated or manufactured products were fabricated or manufactured under the quality control standards of the stated specifications of these Contract Documents.

SECTION 2.8
of
GENERAL CONDITIONS

SUBSTITUTIONS

2.8.01 Whenever a material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

2.8.02 The Contractor's use of approved substitutions or equals shall not relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from providing or using approved substitutions or equals where they affect the adjoining or related work, including the expense of required engineering, redesigning, drafting and permits, where necessary, whether the Owner's approval is given before or after receipt of Bids.

The Contractor shall bear the cost of all engineering work associated with the review of submittals for substitutions and equals. The Contractor shall approve the engineering costs prior to the performance of the engineering work using the form entitled "Authorization of Engineering Costs for the Evaluation of Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the submittal review until authorization is given. If the Contractor does not provide this authorization, the submittal will be rejected.

Engineering costs associated with redesign of adjoining or related work due to Substitutions or Equals shall be approved in writing by the Contractor prior to the performance of the work. The Contractor shall approve the cost of the engineering work using the form entitled, "Authorization of Engineering Costs for Redesign due to Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the redesign until the authorization is given. If the Contractor does not provide this authorization, the submittal, which created the need for redesign, shall be rejected.

SECTION 2.9
of
GENERAL CONDITIONS

INTELLECTUAL PROPERTY, PATENTS, ROYALTIES AND INDEMNIFICATION

2.9.01 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, including attorney's fees, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

2.9.02 Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the District and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the District, or any of its officers, agents, members, employee authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.

This indemnity provision is in addition to all other defense, hold harmless and indemnity clauses in the Contract Documents and shall survive Final Completion and termination of the Contract. If the District is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the District, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the District, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual

property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.

SECTION 2.10
of
GENERAL CONDITIONS

SURVEYS, PERMITS, REGULATIONS

2.10.01 SECTION NOT USED.

2.10.02 SECTION NOT USED.

2.10.03 SECTION NOT USED.

SECTION 2.11
of
GENERAL CONDITIONS

PROTECTION OF WORK, PROPERTY
AND PERSONS

2.11.01 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.11.02 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction, including the applicable provisions of the California Occupational Safety and Health Act of 1973, Part 1, Division 5, of the Labor Code §6300 et. seq. and the Construction Safety Orders of the Division of Industrial Safety. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

2.11.03 The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.11.04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

2.11.05 Until the formal acceptance by the Owner of the performance of the Contractor hereunder, either by furnishing equipment and/or materials or by performance of Work, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of that which he is to provide or complete hereunder occasioned by any of the above causes before completion and acceptance and shall bear the expense thereof. In case

of suspension of Work from any cause whatsoever, the Contractor shall be responsible for all equipment and/or materials then upon Owner property and shall properly store them, if necessary, and shall erect temporary structures where necessary in so doing. Nothing in these Contract Documents shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon Owner's real property, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

2.11.06 Prior to the beginning of any work, the Contractor shall obtain, at its sole expense, all permits required by the California Division of Occupational Safety and Health (Cal/OSHA) for permit-required activities associated with the Project and shall provide copies of such permits to the Owner upon request.

2.11.07 In accordance with Government Code Section 4216 and following, Contractor shall notify Underground Service Alert at least two days prior to excavation with a description of the area to be excavated to determine if any participant has a subsurface installation in the area.

2.11.08 The Contractor shall not commence any excavation over five (5) feet in depth until he has submitted to the Owner 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 any such excavation and such plan has been accepted by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated. If such plan varies from the shoring system standards promulgated by the Department of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed and paid by the Contractor. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing contained in this article shall be construed as relieving the Contractor of full responsibility for providing shoring, bracing, sloping, or other provisions, which are adequate for worker protection.

2.11.09 A working platform for any scaffolding swung or suspended from an overhead support more than ten (10) feet above the ground, floor or area in which an employee on the scaffolding might fall, shall have a safety rail of wood or other equally rigid material of adequate strength; such rail shall be in compliance with the applicable orders of the Division of Industrial Safety.

The suspended scaffolding shall be fastened so as to prevent the same from swaying from the building, or structure, or other object being worked on from such scaffolding. All parts of such scaffolding shall be of sufficient strength to support, bear, withstand with safety, any weight of persons, tools, appliances or materials which might reasonably be placed on it or which are to be supported by it.

In addition to the duties imposed by any law regulating or relating to scaffolding, the Contractor who uses scaffolding in connection with the construction, alteration, repairing, painting, cleaning, or doing of any work upon any building or structure shall furnish safety lines to tie all hooks and hangers back on the roof of such building or structure and provide safety lines hanging from the roof, securely tied thereto, for all swinging scaffolds which rely upon stirrups of the single point of suspension type to support the working platform. One such line shall be provided for each workman with a minimum of one line between each pair of hangers or falls.

Platforms or floors of scaffolding shall be not less than fourteen (14) inches in width and shall be free from knots or fractures impairing their strength.

The use of lean-to scaffolds, sometimes known as jack scaffolds, as support for scaffolds is prohibited.

2.11.10 In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect, as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever notice is required to be given by the Owner or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

2.11.11 The Contractor shall not load nor permit any part of any structure to be loaded with any weights that will endanger the structure, nor shall subject any part of the Work to stresses or pressures that will endanger it.

2.11.12 The Contractor will be required to certify that he has an Injury, Illness Prevention Plan for his company as required by Labor Code Section 6401.7.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones and carried by the supervisor of the work being performed.

The Contractor shall provide assurance to the District that all equipment has proper permits issued by the South Coast Air Quality Management District, or the local air quality district.

In addition, the Contractor shall be required to post notices required by Proposition 65 for any hazardous chemicals listed by the State Health Department, which are brought onto the property as part of the construction program.

2.11.13 Any public works contract of a local public entity, which involves digging trenches or other excavations that extend deeper than four feet below the surface, shall contain a clause, which provides the following:

- a. That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
 - c. That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.
 - d. Differing Conditions shall not include:
 - 1. All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;
 - 2. All that could be seen on Site;
 - 3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.
 - 4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
 - e. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the District's investigation of potential Differing Conditions.
 - f. Failure by Contractor to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

SECTION 2.12
of
GENERAL CONDITIONS

SUPERVISION BY CONTRACTOR

2.12.01 The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

2.12.02 The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work, and whenever the Engineer shall notify the Contractor that any man on the Work is, in his opinion, incompetent, unfaithful, intemperate, or disorderly or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person on the Work representing the Owner, or is otherwise unsatisfactory, such man shall be discharged immediately from the Work and shall not be re-employed upon it except with the consent of the Engineer. Such discharge shall not be the basis of any claim for damages against the Owner or his agents.

2.12.03 In the event that the Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the District Representative, at least seven days prior to engaging the person, an Experience Statement form for the District's review and acceptance. Any proposed substitution is subject to the approval of the District Representative based upon qualifying experience on similar projects as set forth in the bid documents for the project. Failure to obtain the District's acceptance shall not constitute a cause for delay. In addition, the District may issue an order to stop the work under these General Conditions until such time as the Contractor engages persons possessing skills and qualifications acceptable to the District.

2.12.04. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or Contractors, then Contractor shall require the Subcontractor to:

1. coordinate its Work with the dependent work;
2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
3. supply and install items to be built into dependent work of others;
4. make provisions for dependent work of others;
5. examine dependent drawings and specifications and submittals;
6. examine previously placed dependent work;
7. check and verify dependent dimensions of previously placed work;
8. notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and

9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

2.12.05. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the District in accordance with the terms of the Contract, but nothing herein contained shall be taken to relieve Contractor of any of its obligations or liabilities under the Contract, or of performing its required detailed direction and supervision.

2.12.06. Contractor shall at all times permit the District, its agents and authorized representatives to: (i) visit and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject the Work if it does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the District.

2.12.07. Whenever Contractor desires to perform Work outside regular working hours, Contractor shall give notice to the District of such desire and request and obtain the District's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the District may make the necessary arrangement for testing and inspection.

2.12.08. If Contractor receives a written notice from the District that a Clarification is forthcoming from the District, all Work performed before the receipt of the Clarification shall be coordinated with the District to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the District's written notice but before receipt of the Clarification and not so coordinated shall be at Contractor's risk.

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

SECTION 2.13
of
GENERAL CONDITIONS

CHANGES IN THE WORK

2.13.01 This Agreement may not be altered in whole or in part except by modification in writing and properly executed by all parties hereto or by a change order.

2.13.02 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

2.13.03 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

SECTION 2.14
of
GENERAL CONDITIONS

CHANGES IN CONTRACT PRICE

2.14.01 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices. Original bid items. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant, the Owner shall review the unit price to determine if a new unit price should be negotiated.
- b. An agreed lump sum.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

When all or any part of the work covered by Change Order is performed by any of the Contractor's Subcontractors, the markups established in this section shall be applied to the Subcontractor's actual cost of such work, to which a markup of five (5) percent on the subcontracted portion of the work may be added by the prime Contractor.

SECTION 2.15
of
GENERAL CONDITIONS

TIME FOR COMPLETION AND
LIQUIDATED DAMAGES

2.15.01 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on or before a date specified in the Notice to Proceed. The Contractor should be aware that time is of the essence for this project.

2.15.02 The Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

2.15.03 If the Contractor shall fail to complete the Work within the Contract Time, or requests for extension of time approved by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

2.15.04 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- a. To any preference, priority or allocation order duly issued by the Owner.
- b. If delays are caused by unforeseen events beyond the control of both the Contractor and the Owner, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, labor, required "extra work," or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

- c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 2.15.04a and 2.15.04b of this article.

- d. If delays beyond the Contractor's control are caused by reasons other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interests of the Owner, an extension of time may be granted, but the Contractor shall not be entitled to damages or additional payment due to such delays.

If delays beyond the Contractor's control are caused solely by action or inaction by the Owner, such delays will entitle the Contractor to an extension of time.

- e. Extensions of time, when granted, will be based upon the effect of delays on the project as a whole and will not be granted for noncontrolling delays to minor included portions of work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole.
- f. If the Contractor desires payment for a delay or an extension of time, he shall, within thirty (30) days after the beginning of the delay, file with the Owner a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least fifteen (15) days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such request.

2.15.05 In case the Work called for under this Contract is not completed within the time limit stipulated herein, the Owner shall have the right, in lieu of assessing liquidated damages, to extend the time of completion thereof. If the time limit be so extended, the Owner shall have the right to charge to the Contractor and to deduct from the final payment for the Work, the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate and the cost accruing by reason of unavoidable delays shall not be included in such charges.

SECTION 2.16
of
GENERAL CONDITIONS

CORRECTION OF WORK

2.16.01 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

2.16.02 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

SECTION 2.17
of
GENERAL CONDITIONS

SUBSURFACE CONDITIONS AND
EXAMINATION OF CONTRACT DOCUMENTS

2.17.01 The Contractor represents that he has carefully examined the Contract Documents and the site where the Work is to be performed and that he has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may affect performance of the Work in any manner. The Contractor further represents that he has studied all surveys and investigation reports governing subsurface and latent physical conditions pertaining to the job site; that he has performed such additional surveys and investigations as he deems necessary to complete the Work at the Contract Price; and, that he has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a Bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered and as to the character, quality and scope of the Work.

2.17.02 The Drawings for the Work show conditions as they are supposed or believed by the Engineer to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions actually exist. The Owner and the Engineer shall not be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown in the Drawings and the actual conditions revealed during the progress of the Work or otherwise.

Where the Owner or the Engineer or their consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, the Contractor may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the Engineer.

The records of such investigations are not a part of the Agreement and are shown solely for the convenience of the Contractor. It is expressly understood and agreed that the Owner, the Engineer and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations; the records thereof; or of the interpretations set forth therein or made by the Owner's consultants, the Engineer or his consultants in the use thereof by the Engineer, and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked for developments may not occur, or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the Owner, the Engineer or their consultants is included with the Drawings, it is expressly understood and agreed that said log of test borings does not constitute a part of the

Agreement, represents only the opinion of the Owner or the Engineer or their consultants as to the character of the materials encountered by them in the test borings, is included in the Drawings only for the convenience of the Contractor, and its use is subject to all of the conditions and limitations set forth in this article.

2.17.03 The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of Section 2.17.01 and the Contractor is cautioned to make such independent investigations and examinations as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the Work.

2.17.04 No information derived from such inspection of records of investigations or compilation thereof made by the Owner, Engineer, or their consultants will in any way relieve the Contractor from any risk or from properly fulfilling the terms of the Agreement.

SECTION 2.18
of
GENERAL CONDITIONS

SUSPENSION OF WORK,
TERMINATION AND DELAY

2.18.01 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.18.02 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

2.18.03 Where the Contractor's services have been terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.

2.18.04 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit. The Owner's authority and responsibility with respect to termination for convenience of owner or upon breach of contract are set forth in more detail in Section 2.35 of these General Conditions.

2.18.05 If, through no act or fault of the Contractor, the entire Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or by request of litigation relating to the Project, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

2.18.06 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

SECTION 2.19
of
GENERAL CONDITIONS

PAYMENTS TO CONTRACTOR

2.19.01 SECTION NOT USED

2.19.02 SECTION NOT USED

2.19.03 SECTION NOT USED

2.19.04 SECTION NOT USED

2.19.05 SECTION NOT USED

2.19.06 SECTION NOT USED

2.19.07 SECTION NOT USED

2.19.08 SECTION NOT USED

SECTION 2.20
of
GENERAL CONDITIONS

ACCEPTANCE OF FINAL
PAYMENT AS RELEASE

2.20.01 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

SECTION 2.21
of
GENERAL CONDITIONS

INSURANCE

2.21.01 The Contractor shall not commence any work under the Contract Documents until he obtains at his own expense all required insurance. Such insurance must have the approval of the Owner as to Company, limits, form and amount. The Contractor shall not permit any Subcontractor to commence work on the Project until the Subcontractor has also complied with these insurance requirements. The types of insurance, which the Contractor shall secure and maintain for the full Contract time, are Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Builder's Risk "All Risk" Insurance, and Contractor's Pollution Liability Insurance as hereinafter specified. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Contract Documents.

All policies required by this Section shall be primary insurance as to the Owner so that coverage held by the Owner will not contribute to any loss under the Contractor's insurance using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

Premiums for said insurance shall be paid for by the Contractor.

2.21.02 Before commencing any work, the Contractor shall submit written evidence that he and all Subcontractors have obtained for the Contract time full Worker's Compensation Insurance coverage, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Owner, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the named insured for the Owner; this provision applies regardless of whether or not the Owner has received a waiver of subrogation from the insurer.

2.21.03 Before commencing any work, the Contractor shall procure for the entire Contract time full Commercial General Liability Insurance, Automobile Liability Insurance coverage, and Contractor's Pollution Liability as hereinafter specified. Such insurance shall insure the Contractor and all Subcontractors for all claims for personal injury, including sickness and death, and all claims for destruction of or damage to property, including loss of use, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under the Contractor, or by anyone directly or indirectly employed by the Contractor or by any Subcontractor.

Such Commercial General Liability Insurance shall be written with a limit of liability of not less than five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the

policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit. Should the Contractor maintain insurance coverage exceeding the specified amount, any such additional coverage shall still benefit the Owner.

Such Commercial General Liability Insurance shall also be written for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

Such Automobile Liability Insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, including sickness and death, at any time resulting therefrom, sustained by any one person in any one occurrence, and a limit of liability of not less than two million dollars (\$2,000,000) aggregate for any such damages sustained by two or more persons in any one occurrence. Such automobile liability insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District.

Coverage for Commercial General Liability Insurance, Contractor's Pollution Liability Insurance and Automobile Liability Insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 00 01).
- b. Insurance Services Office (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c. Excess Liability Insurance (if necessary) - The limits of insurance required in this agreement may be satisfied by a combination of primary, umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured.

Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officers, employees, agents and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, administration and defense expenses.

The Commercial General Liability Insurance policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

The policy for such insurance shall include contractual coverage sufficiently broad to cover the Contractor's indemnification agreement contained in Section 2.24 excepting 2.24.04 of these General Conditions. The District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 11 85; or both CG 20 10 10 01 and CG 20 37 10 01 (or the CG 20 10 07 04 and CG 20 37 07 04 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the District for all work performed by the Contractor, its employees, agents and subcontractors. this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

2.21.04 Until the completion and final acceptance by the Owner of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

If applicable, the Contractor shall provide and maintain **Builder's Risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Owner. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The policy shall be endorsed with Owner, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Owner

or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Owner. The policy must specify that coverage is to include all materials and equipment to be incorporated in the Project while at the construction site and while in transit.

Such policy shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District. A maximum deductible amount of five thousand dollars (\$5,000.00) on all perils will be allowed. Also, the insurer shall waive all rights of subrogation.

If the Owner determines not to require the Contractor to procure such insurance, the Contract price shall be reduced by the amounts set forth in the bid items for the premium for such insurance.

If the Owner determines to require the Contractor to procure such insurance, such insurance shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The policy or policies for such insurance may provide for a deductible amount not to exceed five (5) percent of the Contract price. As provided in Section 7104 of the Public Contracts Code, the Contractor is responsible for the cost of repairing or restoring work up to five (5) percent of the contract amount.

2.21.05 Contractor shall furnish the Owner with copies of certificates and amendatory endorsements affecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages, required by these specifications, at any time. Failure to continually satisfy the insurance requirements is a material breach of contract.

Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's Contracts Analyst. Carrier(s) shall have an A.M. Best rating of no less than an A: VII or better.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the Commercial General Liability declarations or

endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include required provisions. The District reserves the right to obtain complete, certified copies of all required insurance policies at any time and the Contractor shall provide the same within five (5) days of such request. Failure to continually satisfy the insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least ten (10) years after completion of the project. The Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expires during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

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

The District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

SECTION 2.22
of
GENERAL CONDITIONS

CONTRACT SECURITY

2.22.01 The Contractor shall within thirty (30) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond in penal sum equal to the amount of the Contract Price and a Payment Bond in penal sum equal to one-hundred (100) percent of the amount of the Contract Price, requiring the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the payment by the Contractor to all subcontractors, persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

2.22.02 Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and by California law. The expense of these Bonds shall be borne by the Contractor. Bonds to be placed with insurers with a current A.M. Best's rating of no less than A: VII or better.

2.22.03 If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall they be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

2.22.04 The Performance Bond and the Payment Bond must remain in effect throughout the period for performance of the Work and through the time of final payment by the Owner, and the Performance Bond must remain in effect for a period of one (1) year from the date of approval of the work by the Board of Directors of Owner, which is the period of the Contractor's warranty, or as modified under the Supplemental General Conditions. If a change order results in an increased contract amount, an updated bond must be submitted to reflect the revised total contract value.

SECTION 2.23
of
GENERAL CONDITIONS

ASSIGNMENTS AND BANKRUPTCY

2.23.01 The Contractor shall not sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

2.23.02 In the event of bankruptcy of the Contractor, whether voluntary or involuntary, this Agreement is automatically terminated, and the Contractor is entitled to no further payments over and above the reasonable value of the actual work completed at that time.

SECTION 2.24
of
GENERAL CONDITIONS

INDEMNIFICATION

2.24.01 The Contractor and any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable during the term of this agreement and associated with the work performed thereunder, will indemnify, defend and hold harmless the Owner and any of their directors, independent contractors, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, but not including the sole or active negligence or willful misconduct of the Owner.

Each of the indemnified parties named in this Section shall be entitled to designate the attorney of their choice and indemnitor agrees to keep Owner's attorney advised as to the status of all claims, damages, losses, expenses and litigation which may arise hereunder.

2.24.02 In any and all claims against the Owner or any of their directors, independent contractors, agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

2.24.03 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

2.24.04 The Contractor shall indemnify, defend and save the Owner, the Owner's Representative, the Engineer, their consultants, and each of their directors, independent contractors, officers, employees and agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Agreement, including but not limited to, Contractor's failure to complete any portion of the Work by the time specified in the Contract Documents. Such costs, expenses, and damages shall include all costs incurred by the Owner, the Owner's Representative, the Engineer, and their consultants to defend against any claims, stop notices, or lawsuits based thereon in which any of them is made a party.

Each of the indemnified parties named in this section shall be entitled to designate the attorney of their choice and the indemnitor agrees to pay the fee of each such attorney so designated.

SECTION 2.25
of
GENERAL CONDITIONS

SEPARATE CONTRACTS

2.25.01 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

2.25.02 The Owner may perform additional Work related to the Project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.25.03 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 2.14, 2.15, and 2.18.

SECTION 2.26
of
GENERAL CONDITIONS

SUBCONTRACTING

2.26.01 SECTION NOT USED.

2.26.02 SECTION NOT USED.

2.26.03 SECTION NOT USED.

2.26.04 SECTION NOT USED.

2.26.05 SECTION NOT USED.

2.26.06 SECTION NOT USED.

SECTION 2.27
of
GENERAL CONDITIONS

ENGINEER'S AUTHORITY

2.27.01 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

2.27.02 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

2.27.03 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

2.27.04 The Engineer shall promptly make decisions relating to interpretation of the Contract Documents.

2.27.05 Any plan or method of Work suggested by the Engineer but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner shall assume no responsibility therefor.

2.27.06 Engineer's authority and responsibility with respect to Resident Project Representation are as set forth in Section 2.33 of these General Conditions.

SECTION 2.28
of
GENERAL CONDITIONS

LAND AND RIGHTS-OF-WAY

2.28.01 Prior to issuance of Notice to Proceed, the Owner shall obtain land and all work shall be performed within existing public rights-of-way for carrying out the Work to be performed pursuant to the Contract Documents. Right-of-way limits are shown on the Drawings.

2.28.02 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

2.28.03 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

2.28.04. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the District to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the District.

2.28.05. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.

2.28.06. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part of the Work or adjacent property to stresses or pressures that will endanger it.

2.28.07. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

SECTION 2.29
of
GENERAL CONDITIONS

GUARANTEE

2.29.01 The Contractor shall guarantee that all materials and equipment furnished will be new unless otherwise specified.

2.29.02 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance by the Board of Directors of Owner. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance by the Board of Directors of Owner that the completed work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guarantee period.

SECTION 2.31
of
GENERAL CONDITIONS

TAXES

2.31.01 The Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening including, but not limited to, all sales, consumer, use and other similar taxes assessed by Federal, State or local authorities where the Work is performed.

2.31.02 The terms of these Contract Documents may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to these Contract Documents, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 2.32
of
GENERAL CONDITIONS

CONFLICT

2.32.01 SECTION NOT USED.

2.32.02 SECTION NOT USED.

SECTION 2.33
of
GENERAL CONDITIONS

RESIDENT PROJECT REPRESENTATIVE

2.33.01 The Engineer will furnish a Resident Project Representative and Assistants to assist the Engineer in carrying out his responsibilities at the Project sites. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and Assistants are herein set forth.

2.33.02 The Resident Project Representative is the Engineer's agent and will act as directed by and under the supervision of the Engineer. He will confer with the Engineer regarding his actions. His dealings in matters pertaining to the on-site Work shall, in general, be only with the Engineer and the Contractor. His dealings with Subcontractors shall only be through or with the full knowledge of the Contractor or his superintendent. He will generally communicate with the Owner only through or as directed by the Engineer.

2.33.03 The duties and responsibilities of the Resident Project Representative will be as follows:

- a. Schedules - Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with the Engineer concerning their acceptability.
- b. Conferences - Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- c. Liaison -
 - (1) Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the Engineer in serving as Owner's liaison with the Contractor when Contractor's operations affect Owner's on-site operations.
 - (2) As requested by the Engineer, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the Work.
 - (3) Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from the Owner or others, except instructions transmitted through the Engineer or himself.

- d. SECTION NOT USED
- e. SECTION NOT USED
- f. Interpretation of Contract Documents - Transmit to the Contractor the Engineer's clarifications and interpretations of the Contract Documents.
- g. Modifications - Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.
- h. Records -
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - (2) Keep a diary or logbook, recording hours on the job site, weather conditions, data related to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
 - (3) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials.
- i. Reports -
 - (1) Furnish Engineer periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- j. Payment Requisitions - Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site.
- k. Guarantees, Certificates, Maintenance and Operation Manuals - During the course of the Work, verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Engineer for his review and forwarding to the Owner prior to final acceptance of the Project.

1. Completion -

- (1) Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- (2) Conduct final inspection in the company of the Engineer, Owner and Contractor and prepare a final list of items to be corrected.
- (3) Verify that all items on the final list have been corrected and make recommendations to the Engineer concerning acceptance.

2.33.04 Except upon written instructions of the Engineer, the Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- c. Expedite Work for the Contractor.
- d. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- f. Authorize the Owner to occupy the Project in whole or in part.
- g. Participate in specialized field or laboratory tests.

SECTION 2.34
of
GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

2.34.01 The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or Agreement for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, defend and indemnify the Owner, the Engineer, and all of its and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the Owner, the Contractor shall bear all costs arising therefrom.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. Wages to be paid for a day's work to all classes of laborers, workers, or mechanics on the work contemplated by the contract, shall be not less than the prevailing rate for a day's work in the same trade or occupation on the locality within the State where the work hereby contemplated is to be performed as determined by the State of California Director of Industrial Relations pursuant to his authority under Labor Code section 1720 et. seq. Each laborer, worker, or mechanic employed by a Contractor or by any Subcontractor shall receive the wages herein provided for. The Contractor shall pay up to two hundred (\$200.00) per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to the worker. NOTE: an error on the part of the awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code section 1720 – 1781 and 1813 – 1815.
- b. In accordance with Sections 1773.1 and 1773.8 of the Labor Code the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et. seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the Owner, forfeit up to twenty-five (25) Dollars for each workman employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours per day at not less than 1.5 times the base rate of pay (or 2 times base rate on Sunday/Holidays), in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is responsible for compliance with Labor Code Section 1777.5 and the California Code of Regulations 230 – 230.2 for all apprenticeable occupations, whether employed by the Contractor or by the Subcontractors. Included in these requirements is the Contractor's requirement to provide notification to the appropriate apprenticeship committees, pay training fund contributions, utilize apprentices in a minimum ratio of not less than once apprentice for each five journeyman hours (unless an exception is granted in accordance with Labor Code 1777.5) and/or request for the dispatch 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.

Willful violations of Section 1777.5 will result in a forfeiture of \$100.00 for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

- f. Attention is directed to the provisions of Labor Code 1725.5 requiring all contractors and subcontractors who bid or work on a public works project to be registered with the Department of Industrial Relations (DIR) via its online portal: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

2.34.02 In the event of any legal or equitable proceeding to enforce the terms or conditions of this Agreement, the parties agree that venue shall be in the judicial district in which the office of the Owner is located.

2.34.03 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

All clauses contained in the Contract Documents shall be interpreted in a manner, which renders them valid under applicable provisions of State, and Federal law where a consistent interpretation is possible.

2.34.04 In the event any arbitration proceeding, administrative proceeding or litigation in law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions or performance of this Agreement, the prevailing party shall be entitled to the award of a reasonable attorney's fee and the costs of the proceeding, which shall be determined by the Court or the presiding officer at the proceeding, authorized to make a determination of the issues at the hearing level, or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

If any party to this Agreement becomes a party to any litigation, administrative proceeding or arbitration concerning the enforcement or interpretation of the provisions of this Agreement or the performance of this Agreement by reason of any act or omission of another party or authorized representatives of another party to this Agreement and not by any act or omission of the party that becomes a party to that proceeding or any act or omission of its authorized representatives, the party that causes another party to become involved in the proceeding shall be liable to that party for reasonable attorney fees and costs of the proceeding incurred by that party in the proceeding. The award of reasonable attorney fees and costs shall be determined as provided above.

In the event opposing parties have each prevailed on one or more causes of action actually contested or admitted by pleadings or prehearing documents on file, the presiding officer may offset such fees and costs between prevailing parties after considering the necessity of the proceeding and the importance of the issue or issues upon which a party has prevailed.

2.34.05 It shall be the responsibility of the contractor to maintain an accurate payroll record showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code 1776, and to insure that each subcontractor on the project also complies with all provisions of Labor Code 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall submit to the Agency's designated Labor Compliance Officer a copy of Certified Payroll Records as enumerated by Labor Code 1776 for the Contractor's, as well as Subcontractor's, employees working on the project work. The Agency shall make no payment to the Contractor until the certified records are received by the Agency's designated Labor Compliance Administrator/Department/Division. Each contractor performing work under contract shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776. Contractor and Subcontractor shall keep accurate project records such as Daily Logs and Reports and may be asked to provide copies of such records per the State of California Public Records Act, Government Code section 6250 – 6276.48. Pursuant to SB854, all public works contractors and subcontractors shall also furnish electronic certified payroll records directly to the Labor Commissioner. For all projects awarded on or after April 1, 2015, the contractors and

subcontractors must furnish electronic certified payroll records to the Labor Commissioner using the online portal: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the contractor and/or subcontractor and the name, address and telephone number of all employees do not appear on the modified records.

Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten (10) days of the date a written request for payroll records has been received.

Failure of contractor to comply with any provision of this Section or Labor Code 1776 within ten (10) days of the date a written request for compliance is received shall result in a forfeiture of up to one hundred dollars (\$100.00) per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Owner shall withhold penalties under this Section or Labor Code 1776 from the contractor's progress payments then due.

2.34.06 By entering into this contract or any subcontract pursuant to this contract, the Contractor and each Subcontractor who performs work or supplies goods, services or materials hereby offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Federal or State Anti-Trust Law, including, but not limited to, any Anti-Trust action any of them may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to this contract or any related subcontract. This assignment is made and becomes effective at the time the awarding body tenders final payment to the Contractor shall insure that a comparable provision is included in all subcontracts at all tier levels which are executed pursuant to this prime contract. Contractor shall have the rights set forth in Section 4553 and 4554 of the Public Contract Code.

SECTION 2.35
of
GENERAL CONDITIONS

REMOVAL, RELOCATION OR PROTECTION
OF EXISTING UTILITIES

2.35.01 SECTION NOT USED

2.35.02 SECTION NOT USED

2.35.03 SECTION NOT USED

2.35.04 SECTION NOT USED

2.35.05 SECTION NOT USED

SECTION 2.36
of
GENERAL CONDITIONS

ANTI-TRUST CLAIMS

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

SECTION 2.37
of
GENERAL CONDITIONS

TERMINATION FOR CONVENIENCE
OF OWNER OR UPON BREACH OF CONTRACT

2.37.01 The performance of work under this contract may be terminated by Owner in accordance with this clause in whole or from time to time in part whenever Owner or Owner's Representative determines that such termination is in the best interest of Owner. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, the date upon which the termination becomes effective, and the reason for the termination.

2.37.02 After receipt of a Notice of Termination, except as otherwise directed by Owner or Owner's Representative, Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- b. Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for the completion of such portion of work under the contract as is not terminated,
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- d. Assign to Owner in the manner, at the times, and to the extent directed by Owner or Owner's Representative all of the right, title, and interest of Contractor under the orders and subcontracts terminated, in which case Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent Owner may require,
- f. Transfer title and deliver to Owner, in the manner, at the times, and to the extent, if any, directed by Owner (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination and (2) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to Owner,
- g. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by Owner or Owner's Representative any property of the types referred to in f. above, provided Contractor (1) shall not be required to extend credit to any purchasers, and (2) may acquire any such property under the conditions prescribed by and at the prices approved by Owner or Owner's Representative. The proceeds of any such

transfer or disposition shall be applied in reduction of any payments to be made by Owner to Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as Owner or Owner's Representative may direct,

- h. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination to the satisfaction of Owner,
- i. Take such action as Owner or Owner's Representative may direct for the protection and preservation of the property related to this contract which is in the possession of Contractor and which the Owner has or may acquire an interest.

After receipt of a Notice of Termination, Contractor shall submit to Owner his termination claim, in the form and with certification prescribed by Owner or Owner's Representative. This claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner or Owner's Representative upon Contractor's written request within such three (3) month period or any authorized extension of the three (3) month period. Owner may deny or grant the request for an extension of time as Owner may determine in its sole discretion. Owner's decision to grant or deny the extension shall be final and binding on all parties to this contract. Upon failure of Contractor to submit his termination claim within the time allowed, Owner or Owner's Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to Contractor the amount so determined.

2.37.03 Contractor and Owner may agree upon the whole or any part of the amount paid to Contractor by reason of the total or partial termination of work pursuant to this clause provided an agreement, in writing, has been reached within three months following the date the termination notice has become effective.

In the event Contractor and Owner are unable to agree on the termination price, Owner shall pay to Contractor the amount determined by Owner or Owner's Representative, in its sole discretion, to be fair and equitable under the circumstances excluding amounts Owner and Contractor have agreed to in accordance with the terms of this section.

In no event shall Contractor be entitled to receive any amount upon termination of this contract which exceeds the total contract price reduced by the amount of payments otherwise made and further reduced by the contract price of work not terminated, by the fair value, as determined by Owner or Owner's Representative, in its sole discretion, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner, by all unliquidated advances or other payments on account made to Contractor applicable to the terminated portion of the contract, by any claim which Owner may have against Contractor in connection with this contract, by the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of this clause and not otherwise recovered or credited to Owner, and by estimated or actual costs to correct Contractor's work which Owner or Owner's Representative, in its sole discretion, determines to be defective. The decision of Owner or Owner's

Representative to determine the proper termination amounts shall be final and binding on all parties to this contract.

2.37.04 Unless otherwise provided for in this contract, Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to Owner at all reasonable times at the office of Contractor, and without charge of any kind to Owner, all Contractor's books, records, documents, and other evidence bearing on the costs and expenses of Contractor under this contract. For this purpose, Contractor specifically consents to allow Owner to receive such copies of Contractor's tax returns as Owner may deem necessary to verify Contractor's costs.

2.37.05 In the event Owner terminates the contract in whole or in part due to the failure of Contractor, its agents, servants, employees or subcontractors to perform any work in the time or manner designated in the contract documents, Owner shall immediately serve written notice of the Termination upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within ten (10) days after the serving upon it of a notice of termination does not give the Owner written notice of his intention to take over and perform the contract or does not commence performance thereof within thirty (30) days from the date of serving said notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method he may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Owner for any excess costs or other damages occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the Owner elects to complete by furnishing his own employees, materials, tools and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for force account work in the article on payment for changes in the work.

2.37.06 In the event Owner terminates the contract as a result of a breach of any contract terms by Contractor, its agents, servants, employees or subcontractors, if the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Excessive costs not paid by Contractor or its Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of fifteen percent (15%) per annum or the maximum rate authorized by California law, whichever is lower.

SECTION 2.38
of
GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

2.38.01 Responsibility of Job Site Conditions

Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall defend, indemnify and hold the Owner and the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the Owner or the Engineer.

2.38.02 Mediation and Arbitration of Claims

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20103.5) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are attached to these General Conditions.

SECTION 2.39
of
GENERAL CONDITIONS

PUBLIC CONTRACT CODE SECTIONS
20103.5 – 20207.7

The following Public Contract Code Sections are included for information.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount of payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the local agency shall, within thirty (30) days, schedule a meet-and-confer conference for the purpose of resolving the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision

(a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article.

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as, otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgement. The interest shall begin to accrue on the date the suit is filed in a court of law.

As stated in subdivision (c) of Section 20104, any contract entered into on or after January 1, 1991, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

20207.7. Unless the amount involved in the purchase at any one time of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board may purchase the articles without the necessity of advertising or lettering contracts. Where the cost of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board shall advertise for sealed bids for furnishing the district the articles. In the matter of advertising, opening and accepting bids, and the letting of contracts, the board shall proceed in all respects in the manner and form provided in the case of contracts for annual supplies.

**AGREEMENT FOR ON-CALL POTABLE WATER AND SANITARY SEWER REPAIR
SERVICES BY INDEPENDENT CONTRACTOR
PROJECT DIR # _____**

THIS AGREEMENT FOR ON-CALL POTABLE WATER AND SANITARY SEWER REPAIR SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **October 1, 2026**, by and between the MISSION SPRINGS WATER DISTRICT, a County Water District ("DISTRICT") whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **Kirtley Construction Inc., a California corporation** whose address is **P.O. Box 9608, San Bernardino, CA 92427** ("CONTRACTOR").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. DISTRICT desires to engage CONTRACTOR to provide the following services: on-call potable water and sanitary sewer repair services and related facility maintenance, repair, and emergency services on an as-needed basis; and
- B. CONTRACTOR has made a proposal ("Proposal") to the DISTRICT to provide such services, which Proposal is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and
- C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof; and
- D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services; and
- E. The parties acknowledge that some or all of the Services may constitute "public works" or "maintenance" under California Labor Code section 1720 et seq.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue for a term of one (1) year, with the option to extend for additional terms which shall not exceed three (3) consecutive years, as approved by the DISTRICT Board of Directors.

2. Services to be Performed. CONTRACTOR agrees to provide on-call maintenance, repair, and emergency services (“Services”) as requested by DISTRICT and contained within the Proposal. All Services shall be authorized through written task orders (“Task Orders”) issued by the DISTRICT. Each Task Order shall describe the scope of work, schedule, and compensation. CONTRACTOR shall not perform any Services without prior written authorization from DISTRICT. CONTRACTOR designates David King as CONTRACTOR’S representative(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

2.01. Task Orders. DISTRICT shall issue Task Orders on an as-needed basis. For each Task Order, CONTRACTOR shall submit a written cost proposal, which shall include, at a minimum, labor, materials, subcontractors, and a proposed schedule for completion. No Task Order shall be binding, and CONTRACTOR shall not commence any work thereunder, unless and until the Task Order has been approved in writing by the DISTRICT. DISTRICT makes no representation or guarantee that CONTRACTOR will receive any minimum amount of work under this Agreement.

2.02. In addition to the requirements set forth in this Agreement, all Services performed pursuant to any Task Order shall be subject to, and CONTRACTOR shall comply with, the General Conditions, Special Conditions, and bond requirements applicable to the Work. The General Conditions and Special Conditions are attached hereto as Exhibit “C” and incorporated herein by this reference.

Each Task Order issued under this Agreement shall expressly incorporate the terms of this Agreement, and Exhibit “C” . Additionally, CONTRACTOR agrees that all work performed under any Task Order shall be governed by, and performed in accordance with, such provisions, whether or not expressly restated in the Task Order.

Without limiting the foregoing, CONTRACTOR shall comply with all requirements relating to performance bonds, payment bonds, maintenance bonds, and any other security required by the DISTRICT pursuant to Section 12 of this Agreement. . In the event of any conflict between the terms of a Task Order and the General Conditions, Special Conditions, or bond requirements, the more stringent provision, as determined by DISTRICT, shall control.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT. CONTRACTOR shall require all subcontractors to comply with all applicable provisions of this Agreement, including prevailing wage, insurance, and indemnity obligations.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall

not increase any rate without the prior written consent of the DISTRICT. This Agreement is a time-and-materials, on-call contract. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of \$100,000.00. Each Task Order issued pursuant to this Agreement may include its own not-to-exceed amount, which shall not be exceeded without prior written approval of the DISTRICT.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing. CONTRACTOR shall not exceed any not-to-exceed amount established in an approved Task Order without the prior written approval of the DISTRICT.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. Invoices shall reference the applicable Task Order. DISTRICT may withhold payment for: (i) defective work, (ii) non-compliance with prevailing wage laws, or (iii) incomplete or unauthorized work. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

4.05 DISTRICT may withhold retention from progress payments on a Task Order basis where appropriate. Retention shall not exceed five percent (5%) of the amount payable under the applicable Task Order, unless a higher percentage is permitted by applicable law. Retention shall be released upon satisfactory completion and acceptance of the applicable Task Order, and if a Notice of Completion is recorded for such Task Order, in accordance with applicable law governing the release of retention. Retention, if any,

shall be administered separately for each Task Order.

4.06 Stop Notices. CONTRACTOR acknowledges that DISTRICT may withhold funds otherwise due or to become due to CONTRACTOR in response to any stop notice, bonded stop notice, or other lawful claim made in accordance with California Civil Code. DISTRICT shall be entitled to withhold such amounts as required by law or as reasonably necessary to satisfy such claim. CONTRACTOR shall be solely responsible for resolving any such claim, and DISTRICT shall have no obligation to make payment to CONTRACTOR for amounts subject to such withholding until the claim is released, discharged, or otherwise resolved to the satisfaction of DISTRICT in accordance with applicable law.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. All Services shall be performed in accordance with applicable industry standards and in a good and workmanlike manner. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than for the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR shall perform the Services subject to the direction, control, and approval of DISTRICT as set forth in this Agreement and applicable Task Orders.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.06 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.07 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.08 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.09 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.10 In the performance of this Agreement the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. DISTRICT shall have the right to suspend all or any portion of the Services upon written or verbal notice if DISTRICT reasonably determines that unsafe conditions or non-compliance with applicable laws or regulations exists. CONTRACTOR shall promptly correct any such conditions at its sole cost and expense. Any delay or cost resulting from such suspension attributable to CONTRACTOR'S failure to comply with this Section shall be borne solely by CONTRACTOR.

5.11 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards, and shall be free from defective or faulty workmanship and materials. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.12 Time is of the essence with respect to each Task Order issued under this Agreement.

5.13 CONTRACTOR shall be available on a 24-hour basis and shall respond to emergency service requests within two (2) hours unless otherwise approved by DISTRICT.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

c. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

e. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

f. Required Provisions –

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to

commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time

- **Waiver of Subrogation:** The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- **Primary Coverage:** For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRATOR's insurance and shall not contribute with it.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses

within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as

reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services as an independent contractor, subject to the direction and requirements of this Agreement and applicable Task Orders. CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications, experience, personnel, and resources necessary to perform the Services under this Agreement in a competent and workmanlike manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the standards set forth in this Agreement, including Section 5.01, and that all materials and workmanship shall be of good quality and fit for their intended purpose. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

10.04 Prevailing Wages.

A. To the extent applicable, each Task Order is subject to the State of California "Prevailing Wage Rates". Each applicable Task Order is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the Proposal. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

B. Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations (DIR) as a Public Works Contractor for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are properly registered with DIR and maintain active registration throughout the duration of the Project. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

C. As a condition of payment, CONTRACTOR shall timely submit all required certified payroll records and related documentation. DISTRICT may withhold any portion of a payment, including the full amount, if CONTRACTOR fails to comply with prevailing wage or DIR requirements.

D. CONTRACTOR shall comply with all applicable apprenticeship requirements set forth in California Labor Code sections 1777.5 and 1777.6, including the employment of properly registered apprentices and payment of required apprenticeship contributions. CONTRACTOR shall ensure that all subcontractors also comply with such requirements. CONTRACTOR shall maintain and submit all required apprenticeship documentation upon request. DISTRICT may withhold payments or take other appropriate action for failure to comply with this Section.

10.05 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.06 CONTRACTOR shall have no authority to bind DISTRICT in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR

shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Bond Requirements.

12.01 Purpose. This Section sets forth bonding and related security requirements applicable to the on-call potable water and sanitary sewer repair services to be performed by CONTRACTOR on an as-needed, time-and-materials basis under this Agreement. For purposes of this section, "Surety" means an admitted surety insurer authorized to transact surety business in the State of California. Each bond shall be issued by a Surety admitted in California and acceptable to DISTRICT and shall be on DISTRICT'S then-current bond forms and shall not be subject to any condition, limitation, or modification not expressly approved in writing by DISTRICT. CONTRACTOR shall pay all premiums and costs for required bonds. Bonds are in addition to, and not in limitation of, any other security, insurance, indemnity, or remedy available to DISTRICT under this Agreement or applicable law.

12.02 Condition Precedent to Work; Delivery of Bonds. As a condition precedent

to CONTRACTOR'S commencement of any Services, CONTRACTOR shall deliver to DISTRICT, in form and substance acceptable to DISTRICT, the bonds described in this Section, duly executed by CONTRACTOR as principal and by a Surety. DISTRICT may withhold issuance of any Task Order until all required bonds are received and approved. In the event of emergency Services requiring immediate response to protect public health, safety, or continuity of water operations, DISTRICT may authorize CONTRACTOR to proceed prior to delivery of bonds; provided, however, that CONTRACTOR shall deliver all required bonds within five (5) business days of such authorization, or as otherwise directed by DISTRICT. Failure to timely provide such bonds shall constitute a material breach.

12.03 Performance Bond. CONTRACTOR shall furnish a performance bond guaranteeing faithful performance of all obligations under this Agreement, including completion of all Services authorized by Task Orders issued during the term, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount established under this Agreement (the "Performance Bond"). The Performance Bond shall also apply to and secure the performance of all authorized change orders, amendments, and modifications to any Task Order, including increases in scope, time, or compensation. In the event of emergency Services performed prior to issuance of a Task Order or formal amendment, the Performance Bond shall be deemed to apply to such Services once the associated Task Order or written authorization is issued, including any retroactive approvals. The Performance Bond shall remain in full force and effect through final completion and acceptance of all Services authorized under the applicable Task Order and satisfaction of all CONTRACTOR obligations that survive completion (including warranty and indemnity obligations to the extent applicable).

12.04 Payment Bond. CONTRACTOR shall furnish a payment bond guaranteeing payment in full for all labor, services, equipment, and materials furnished for the Services, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount (the "Payment Bond"). The Payment Bond shall extend to all labor, materials, and services furnished pursuant to authorized change orders, amendments, and modifications to any Task Order. The Payment Bond shall further apply to emergency Services authorized by DISTRICT, including work performed prior to formal Task Order issuance, provided such work is subsequently documented and approved in writing. The Payment Bond shall be conditioned as required by applicable California law for public works and shall inure to the benefit of claimants as defined by law.

12.05 Maintenance Bond. CONTRACTOR shall furnish a maintenance bond guaranteeing the correction of defective work and warranty obligations arising under this Agreement in a penal sum equal to one hundred percent (100%) of the total not-to-exceed contract amount established under this Agreement (the "Maintenance Bond"). The Maintenance Bond shall remain in effect for the duration of the warranty period set forth in the Maintenance Bond, or such longer period as may be required by applicable law or manufacturer warranty requirements.

12.06 Maintenance of Bonds. CONTRACTOR shall maintain all required bonds

continuously in effect. If any bond is canceled, expires, is materially modified, or becomes insufficient due to an increase in the Task Order's not-to-exceed amount, CONTRACTOR shall immediately notify DISTRICT and, within five (5) business days (or sooner if required to avoid any lapse), deliver replacement or supplemental bonds meeting this Section. Failure to provide or maintain required bonds constitutes a material breach. In addition to any other remedies, DISTRICT may (a) suspend Services, (b) withhold payments otherwise due, and/or (c) terminate this Agreement for default, without waiving any rights against CONTRACTOR or the Surety.

12.07 Notice of Completion. If DISTRICT elects to record a Notice of Completion for any Task Order, final payment, including any retained funds applicable to such Task Order, shall be made in accordance with Section 4.05 of this Agreement, and if a Notice of Completion is recorded, not earlier than thirty-five (35) days after such recordation, as required by applicable law. DISTRICT shall have discretion to determine whether a Notice of Completion is appropriate for a given Task Order, consistent with applicable law and DISTRICT's administrative practices. CONTRACTOR shall cooperate with DISTRICT and promptly provide such information and documentation as may be reasonably required for the preparation and recordation of any Notice of Completion.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or

delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

13.12 Confidentiality. All information gained or work product produced by CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

13.13 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default.

concerning the same or any other provision of this Agreement.

13.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

MISSION SPRINGS WATER DISTRICT

By: _____

Print
Name _____

Title: _____

Date: _____

CONTRACTOR:

KIRTLEY CONSTRUCTION INC.

By: _____

Print
Name _____

Title: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK, PROPOSAL, AND FEE SCHEDULE

(insert behind this page)

TK Construction

A. Cover Letter

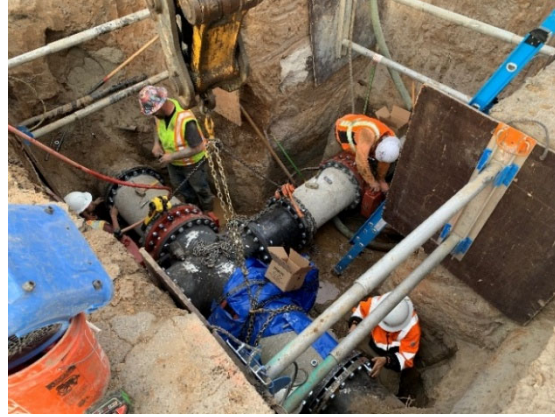
Kirtley Construction Inc. (dba TK Construction) is an underground general engineering contractor with a Class "A" (General Engineering) license. One of our areas of specialty is providing as needed emergency response for pipeline repairs. This is a service that we have provided to our customers for over two decades.

We have responded to emergency repairs of underground structures of all sizes. Our team possesses comprehensive expertise and experience in dealing with a wide range of underground pipeline materials, encompassing all sizes and types. We have experience with the following materials:

- Riveted steel pipe
- CML&C (Steel Pipe)
- ACP (Asbestos cement)
- C900 (Plastic variation)
- DIP (Ductile iron)
- HDPE (Plastic variation)
- RCP (Reinforced concrete)
- Cast iron.
- Stainless steel
- SDR

We possess sufficient labor and equipment to respond to service calls. We recognize the critical nature of Mission Springs operations. We maintain an exhaustive inventory of labor and equipment ready for immediate deployment twenty-four (24) hours a day, seven (7) days a week, including nights, weekends and holidays. To ensure minimal service disruption, our protocols guarantee that a qualified supervisor will be on-site within two (2) hours of initial notification to perform a comprehensive site evaluation and authorize mobilization. A highly competent repair crew will be on-site and operational within four (4) hours of the initial call to commence repair operations.

Our teams are skilled in trench shoring and confined space safety, enabling us to deal with installations up to 25 feet deep. Each team has a competent person to ensure OSHA and Cal OSHA safety regulations are adhered to.



Left: Repair work to protect Western Municipal Water 60 inch steel watermain from erosion damage in 2020. Work was performed on an emergency basis Right: 12-inch CMLC steel cross installation for the City of Norco potable water system. Work was performed in 2021 and was part of a formal bid process.

TK Construction has delivered on-call response services to Southern California districts for more than 20 years.

On Call Experience

- Western Municipal Water, on call sewer and water repair services.
- Eastern Municipal Water, repair contract and approved bid contractor.
- City of Norco, on call repair services contract.
- City of San Bernardino, preferred bidding and on call services contract.
- City of Redlands, sewer collections on call contract and preferred bidding.
- Crestline Lake Arrowhead Water Agency, maintenance and repair.
- San Bernardino County Special Districts, on call sewer, water and pavement on call.
- City of Adelanto, maintenance and service repair agreement.
- Jurupa Community Services District, on call and maintenance agreement.

David King, our General Manager and Vice President will be the single point of contact during the review process. He may be reached at:

Cell. 909-499-9576 or email: davidk@tkconstco.com.

B. Understanding the Project

Our understanding of this project is rooted in the reality that public utility failures are unpredictable and require immediate, definitive stabilization to protect public health, prevent property damage, and maintain system integrity. TK Construction treats on-call emergency response as a distinct operation separate from standard scheduled civil engineering projects.

Our general approach relies on constant readiness and strict logistical control. We maintain dedicated, fully equipped service rigs that are stocked with essential repair clamps, replacement pipe segments, tapping sleeves, and specialized tooling required for both small and large diameter mainlines, individual service connections, fire hydrants, blow-offs, and sewer collection infrastructure.

Our procedure for responding to an emergency call is as follows:

1. Receive call. Two project managers are always on call. Primary & backup.
2. Arrive on site within 2 hours.
3. Gather all applicable information about the emergency & coordinate resources.
4. Establish chain of communication, roles and responsibilities.
5. Verify underground service alert responsibility.
6. Gather material and pertinent specialized tools. Develop of plan of attack.
7. Mobilize equipment and crew within 4 hours of call.

Execute repair by Mission Springs' standards.

Water procedure:

- Establish work zone and set up temporary traffic control measures.
- Check for USA marks, low hanging power lines, utility boxes/vaults nearby.
- Determine probable location of leak. Water existing on the ground is approximate only.
- Configure trench cut to allow for steel plate usage for end of work.
- Install dewatering measures and implement BMPs.
- Begin excavation after approval from district.
- Locate break using excavation equipment including vacuum units.
- Once found, determine material needed for fix. Gather repair parts.
- Keep positive pressure, make repair and disinfect opening.
- Backfill with class 2 base, compact excavated area and prep for surface repair.
- Make surface repairs, remove traffic control and demobilize.
- Provide pictures and data to district for future reference.

Sewer procedure:

- Sewer repairs are similar to water repairs detailed above but involve bypass operations and address cross contamination. Our crew understands the importance of ensuring that the sewage stays in the holes. Our whole focus during a sewer break is safety. The objective is to make sure that the sewage remains contained and flows properly.

Upon reaching the site, if bypass pumping is necessary, we seek information to address four key questions. 1) What are the flow requirements of the specific pipeline? 2) Where can we bypass to and can the discharge point manage the increased flow? 3) What is our secondary

option if primary bypass is insufficient? 4) What is our containment plan if any failures occur while bypassing? After addressing these questions, we will be able to conduct the bypass line installation successfully.

Our crews have basic capabilities to manage normal flows with sewer dedicated hose and equipment. Any flow beyond normal would be handled via one of our bypass subcontractors that can provide services and equipment. In the past we have used Xylem and Charles King as subcontractors.

As a side note, we follow an intensive disinfection plan and follow cross contamination procedures to ensure that equipment used on sewage infrastructure is not inadvertently used on potable water.

Asphalt: Asphalt is removed using either a saw or grinding equipment. The spoils are stockpiled and taken to a dumping facility approved to take asphalt and concrete products. The edges of the trench are cleaned and tack oil (asphalt emulsion) is applied to those edges. This helps bond new asphalt to old. Compact the subgrade to the required relative compaction and take a test, if required. Once the edges and subgrade are ready the asphalt is laid in lifts as required by agency standards, usually 3-4 inches. The lifts are screed to uniform thickness and then compacted using a vibratory plate for small applications and roller for larger. After compaction of the asphalt is achieved, the edges of the pavement patch are "fog sealed" and then silica sand is applied to the surface of the fog seal to prevent tracking.

Concrete: Concrete is usually removed with the help of saws or breakers. Disposal is same as asphalt. The concrete spoils are transported to a certified facility. Replacement is variable but basic aspects are to backfill and compact the subgrade, establish the proper mix strength (3250 psi is standard), install form boards, install reinforcement structure (rebar, wire mesh, etc.) pour the concrete, screed the "mud" and vibrate the concrete to remove voids. Finishing is highly dependent on the ambient temperatures. The weather and those temperatures dictate how fast we finish. Final task is to seal surface to aid in curing and then strip forms after concrete has achieved desired strength.

A certified competent person manages all deep excavations. We utilize hydraulic shoring, trench shields, or slide rail systems depending on soil conditions and depth requirements, ensuring full compliance with CA/OSHA title 8 safety regulations.

Crew size, equipment, and materials will likely be similar to the following.

- Crew 4-5 crew: Size and configuration dependent upon; traffic control, depth, main size, welding requirements and surface conditions.
- Equipment: Standard configuration is excavation equipment (backhoe, excavator, vac trailer, etc.) 2 service trucks with tools, dump truck for hauling, traffic control, arrow board.
- Materials: If the district knows the size, we will typically bring a 20-foot stick of pipe that closely matches the OD (outside diameter) and two repair couplings capable of managing the pressure class and pipe in the ground.

Safety

Safety is an ongoing standard at TK Construction. We conduct a mix of meetings, classes, and documentation to ensure that all employees comply with relevant OSHA, Cal/OSHA, and Labor Industries work safety regulations. Our current safety record indicates that those applications are working to ensure those standards. Our current Experience Modification Rate (EMR) is .80, which is significantly better than the industry average. We have also had zero "serious," "willful," or "repeat" Cal/OSHA violations in the past five years.

Only certified personnel are allowed to enter confined spaces, and they must adhere to strict safety procedures. This includes pre-entry atmospheric testing, using a calibrated four-gas monitor, continuous ventilation and always having a trained "Attendant" and rescue retrieval system (tripod/harness) on-site for a permit confined space.

David King and our superintendents are trained in traffic control design. We implement site-specific traffic control plans using MUTCD-compliant signage, cones, delineators, and, if necessary, automated flagging or nighttime lighting to ensure public and crew safety. If flagmen are required, we provide flagger certified laborers to conduct those operations.

One service that we provide that was not expanded on is welding. We specialize in welding operations and have performed many repairs on CMLC lines for various districts. Our welders are certified and trained in pipe specific welding. Usually, our Foremen also serve as welders which provides a costs savings of having to subcontract the welding operations or to even have another crewman to perform welding operations.

C. Company Information

TK Construction is a California Corporation with its' main office in San Bernardino, California. We have been licensed as a Class A General Engineering (C-34) contractor since 2002 and in that time, we have never been in litigation, mediation or arbitration regarding the performance of any services we offer. We have pride in our company name and strive for customer satisfaction.

Please see below for our company contact information.

Kirtley Construction, Inc. dba TK Construction
 Mailing Address: P.O. Box 9608, San Bernardino, CA 92427
 Physical Address: 740 W. 40th Street, San Bernardino, CA 92407
 Phone: 909-473-8739
 Fax: 909-473-3067
 CSLB License Number: 811801
 DIR Registration Number: 1000002924

D. Skills and Licenses

We have designated David King as the Project Manager along with our Field Superintendent, Trevor Doyle. Both project managers have over 20 years experience in the underground industry. They have successfully managed TK Construction's on-call response program for over 15 years.

David King possesses the following training which we believe is relevant to completing the scope of work.

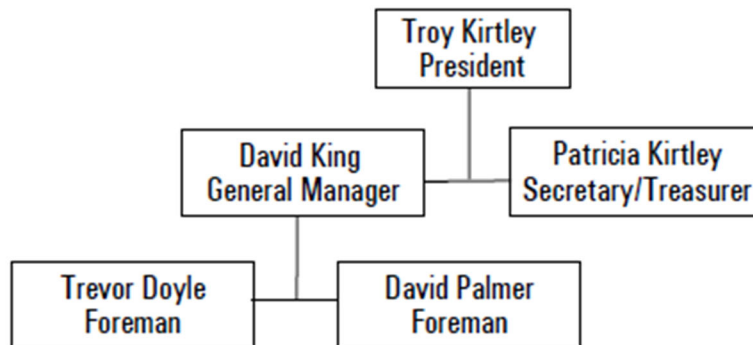
- Water treatment operator Grade T1 #35829 Issued Jan 2014

- Water distribution operator Grade D2 #35599 Issued Sept 2025
- Qualified SWPPP Practitioner (QSP) Cert # 23780
- OSHA 30-hour safety training plus confined space and trench shoring.

Trevor Doyle possesses the following certifications:

- Class A driver's license
- Certified Welder
- Confined space and trench shoring

Key Personnel & Staffing Plan



Personnel Contact Information

- Troy Kirtley: President: Phone: 909-473-8739
email: troyk@tkconstco.com
- Patricia Kirtley: Secretary/Treasurer: Phone: 909-473-8739
Email: patriciak@tkconstco.com
- David King: Vice President: Phone: 909-499-9576
email: davidk@tkconstco.com
- Trevor Doyle: Supervisor/Foreman: Phone: 909-362-7778
email: trevord@tkconstco.com
- David Palmer: Foreman: Phone: 909-473-8739
email: davidp@tkconstco.com

Key Staff Roles

Troy Kirtley: Owner, President, Field Supervisor, Project Manager

- 35+ years of experience specializing in underground utilities, paving, water distribution structures.
- Competent person training: Trench shoring and Confined Spaces.

- Certified pipeline welder.
- Class A Driver.
- Contractor's License

David King: Vice President, General Manager, Field Supervisor, Project Manager

- 22 years of experience specializing in underground utilities, earth moving, erosion control, SWPPP, risk management, project management, sediment control, water tanks, pumps, distribution facilities, and best management practices, emergency response and communication.
- Competent person training: Trench shoring and confined space.
- Class A driver.
- Bachelors degree in economics, Cal State San Bernardino
- Cal Trans 24 hour SWPPP Certification.
- Department of Transportation, Certified Supervisor in drug and alcohol testing program.
- Water distribution operator D1 certification: # 35599.
- CESSWI, Certified Erosion, Sediment, and Storm Water Inspector, # 3150.
- California Certified QSP (qualified storm water practitioner), # 23780.
- FEMA training in emergency response and communication IS 700+

Trevor Doyle: Foreman, Supervisor, Welder, Operator.

- 20 years of experience specializing in underground utilities, paving, water distribution structures.
- Competent person training: Trench shoring and Confined Spaces.
- Certified pipeline welder. Position 6G
- Class A Driver.
- Certified OSHA 30 safety.
- Certified scaffold and crane operation training.
- Certified flagger training.
-

David Palmer: Foreman, Operator, Welder

- 15 years of experience specializing in building construction, welding, underground utilities, plumbing, electrical, and mechanical repair.
- Certified pipeline welder, Position 6G
- Class A driver

Classification	Prevailing Wage (PW) Hourly Rate	PW - Overtime Rate (OT)	PW Double Time (DT) Rate	Contractor's Mark Up in Percentage	Fully Burdened Rate	Fully Burdened OT Rate	Fully Burdened DT Rate
Journey person							
Group 1	\$ 85.00	\$ 98.33	\$ 78.09	30%	\$ 101.00	\$ 119.25	\$ 149.46
Group 2	\$ 85.00	\$ 98.33	\$ 78.09	30%	\$ 101.00	\$ 119.25	\$ 149.46
Group 3	\$ 88.00	\$ 102.31	\$ 126.87	30%	\$ 106.00	\$ 124.41	\$ 156.35
Group 4	\$ 88.00	\$ 102.31	\$ 126.87	30%	\$ 106.00	\$ 124.41	\$ 156.35
Group 5	\$ 115.00	\$ 102.83	\$ 127.57	30%	\$ 139.00	\$ 125.10	\$ 157.26
Laborers							
General Foreman	\$ 115.00	\$ 134.79	\$ 167.93	30%	\$ 139.00	\$ 164.62	\$ 207.70
Foreman	\$ 115.00	\$ 134.79	\$ 167.93	30%	\$ 139.00	\$ 164.62	\$ 207.70
Group 1 - General	\$ 85.00	\$ 98.33	\$ 78.09	30%	\$ 101.00	\$ 119.25	\$ 149.46
Group 2 - Chute Man	\$ 85.00	\$ 98.33	\$ 78.09	30%	\$ 101.00	\$ 119.25	\$ 149.46
Group 3 - Pipeline	\$ 88.00	\$ 102.31	\$ 126.87	30%	\$ 106.00	\$ 124.41	\$ 156.35
Group 4 - Pipe Layer	\$ 88.00	\$ 102.31	\$ 126.87	30%	\$ 106.00	\$ 124.41	\$ 156.35
Group 5 - Blaster	\$ 115.00	\$ 102.83	\$ 127.57	30%	\$ 139.00	\$ 125.10	\$ 157.26
Apprentice (85%)	\$ 72.25	\$ 83.58	\$ 66.38	30%	\$ 85.85	\$ 101.36	\$ 127.04
Operating Engineers							
General Foreman	\$ 115.00	\$ 134.79	\$ 167.93	30%	\$ 139.00	\$ 164.62	\$ 207.70
Foreman	\$ 115.00	\$ 134.79	\$ 167.93	30%	\$ 139.00	\$ 164.62	\$ 207.70
Group 1 - Oiler	\$ 115.00	\$ 134.79	\$ 167.93	30%	\$ 139.00	\$ 164.62	\$ 207.70
Group 8 - Universal	\$ 115.00	\$ 134.79	\$ 167.93	30%	\$ 139.00	\$ 164.62	\$ 207.70
Group 10 - Mechanic/Certified Welder	\$ 115.00	\$ 134.79	\$ 167.93	30%	\$ 139.00	\$ 164.62	\$ 207.70
Carpenter	\$ 85.00	\$ 98.33	\$ 78.09	30%	\$ 101.00	\$ 119.25	\$ 149.46
General Foreman	\$ 115.00	\$ 134.79	\$ 167.93	30%	\$ 139.00	\$ 164.62	\$ 207.70
Journeyman	\$ 85.00	\$ 98.33	\$ 78.09	30%	\$ 101.00	\$ 119.25	\$ 149.46
Project Manager	\$ 115.00	\$ 134.79	\$ 167.93	30%	\$ 139.00	\$ 164.62	\$ 207.70
Pipe Layer	\$ 88.00	\$ 102.31	\$ 126.87	30%	\$ 106.00	\$ 124.41	\$ 156.35
Equipment Operator	\$ 115.00	\$ 134.79	\$ 167.93	30%	\$ 139.00	\$ 164.62	\$ 207.70

Item 15.

Scope of Work

The Contractor shall provide all labor, equipment, materials, and supervision to perform maintenance and repair services associated with MSWD's on-call potable water and sanitary sewer repair services.

Although MSWD is attempting to identify the limits and services required, this should not unnecessarily limit the Contractor in the development of a scope it believes is necessary to meet MSWD's goals and objectives.

MSWD's water system consists of approximately 330-miles of water mains of various materials, age, and condition. Typical pipe materials include Asbestos Cement Pipe (ACP), Steel, Ductile Iron Pipe (DIP), and Polyvinyl chloride (PVC). Water mains range from 2-inch in size up to 24-inches. MSWD's main water system is broken down to eight primary elevations with 15 pressure zones within those elevations. MSWD also operates two smaller water systems within the Whitewater/North Palm Springs area. There are approximately 14,000 service connections within three water systems and are comprised of mainly copper service material with a small percentage of plastic service materials.

MSWD's wastewater collections system flows predominately by gravity to the Horton Wastewater Treatment Plant and consists of approximately 120-miles of Vitrified Clay Pipe (VCP) ranging in sizes from 8-inches to 36-inches. There are approximately 2,200 sewer manholes and 9,600 4 and 6-inch sewer connections in the wastewater system. MSWD also owns and operates two sewer lift stations.

MSWD desires to have contractors available on an on-call/emergency basis that can respond within a designated period to deal with water and sewer emergencies and any overflow repair work

The Contractor shall provide all labor, materials, equipment, and supervision to perform services which may include but not be limited to the excavation, procurement of materials, installation, backfill and paving and all other work necessary to complete the following types of work:

- The repair and construction of water steel pipe, DIP, ACP PVC, and other pipe materials ranging in size from 2-inch to 24-inch in diameter
- The repair and construction of water services, fire hydrant assemblies, and other appurtenant structures
- Dewatering of excavations
- The repair and construction of VCP material sewer mains and laterals ranging from 4-inch to 36-inch in diameter
- The repair and construction of sewer manhole and cleanouts
- The repair and construction of sewer laterals
- Bypass pumping
- Site remediation and cleaning
- Traffic Control

MSWD and Contractor agree that no specific quantity of work is guaranteed to be provided to the Contractor under the terms and conditions of this contract. MSWD does not guarantee that the Contractor will be assigned any specific project during the term of the contract. Services are to include provision of all labor, equipment, tools, supervision, and materials necessary to complete

the work. If necessary, MSWD may supply repair materials at its discretion. Unless indicated otherwise, all services provided shall be in accordance with the latest edition of the Greenbook: Standard Specifications for Public Works Construction. All work and general conditions shall be performed in accordance with the current Cal-OSHA requirements, , the State Water Resources Control Board Health Guidelines, and the American Water Works Association (AWWA) Standards. All costs for traffic control (including traffic control plan), street restoration (per applicable land use agency) and encroachment permits are the responsibility of the contractor.

Level of Maintenance

All work shall be performed in a manner commensurate with community professional standards and with an ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. Standards and frequencies may be modified as deemed necessary by MSWD for the proper maintenance and repair of the water and sewer infrastructure.

If, in the judgment of MSWD, the level of maintenance is less than that specified herein, MSWD shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Contractor and MSWD. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at MSWD's sole discretion, result in deduction of payment for that day, week, or month. Payment will be retained for work not performed until such time as the work is performed to MSWD standard.

The Contractor is required to correct deficiencies within the time specified by MSWD. If noted deficient work has not been completed, payment for subject deficiency shall be withheld and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

Workmanship and Supervision

Unless otherwise stated, Contractor shall be responsible to provide all labor and materials to allow for successful Project completion.

MSWD may choose to reimburse the Contractor for materials that need to be procured. These instances shall be analyzed on a case -by -case basis and reimbursement for materials will need to be agreed upon in the Contractor's letter proposal prior to the commencement of work.

Receipts shall be required for reimbursements for materials purchased for projects. MSWD reserves the right to specify what type of material and/or equipment will be purchased per project. All equipment and material purchases shall be preapproved by MSWD. The Contractor shall charge the actual cost of materials to MSWD plus a maximum of 15% for overhead costs associated with procurement of materials.

MSWD reserves the right to purchase materials directly and make them available to the Contractor. In the event MSWD exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all MSWD practices and procedures.
- All MSWD purchases will be for the sole expressed use of and for MSWD.
- The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives.

- All materials and inventories shall be made available to MSWD upon request. The Contractor will reduce the unit cost for each maintenance task by MSWD's actual cost for the materials provided and used.

The Contractor represents and warrants that, at all times during the contract term, Contractor shall obtain, maintain, and keep in full force and effect all licenses, permits, certifications, professional qualifications, and approval required by applicable law to perform the services under said contract.

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from the Contractor's activities. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's activities, shall be immediately reported to MSWD.

The Contractor shall, at its sole responsibility, remove and properly dispose of all debris arising from or related to the performance of the services described in this Scope of Work.

All work performed under this contract shall be performed in such a manner as to provide maximum safety for the public and, where applicable, comply with all safety standards required by CAL-OSHA. MSWD reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

The supervisor or person in charge and on site of any MSWD project shall have a smart phone capable of email.

The Contractor shall ensure that, at all times during work on any MSWD assigned project, an on-site supervisor who is fluent in English is present.

Working Hours

Normal working hours shall be between the hours of 7:00 AM and 3:30 PM, Monday through Friday, unless otherwise stated by MSWD for emergency or standby services. The Contractor is subject to being contacted 24 hours a day, 7 days a week, 365 days a year to perform emergency repairs. These representatives for the Contractor shall respond to said emergency within two (2) hours from receiving notification. The Contractor shall notify MSWD immediately of any changes to the Contractor's representation.

Contractor's Office

The Contractor shall designate a project supervisor or person in charge at all times and provide MSWD with written notice of such designation. The designated individual shall be available throughout the duration of the work.

The Contractor shall also provide the names and telephone numbers of at least two (2) qualified personnel available during emergency conditions and capable of mobilizing to the job site within two (2) hours of notification.

Unless otherwise stated by MSWD, there will be no on-site storage of equipment or materials on MSWD property or at District sites. Contractors will have full responsibility for maintaining an office and a storage facility. All vehicles and equipment used in conjunction with the work shall be

maintained in a neat, clean, orderly manner and shall be in good working order. MSWD may reject any vehicle or piece of equipment and order it removed if deemed unsafe.

Equipment

All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, and orderly manner and shall be in good working order. MSWD may reject vehicles or equipment and order it removed at their discretion.

Street Closures, Detours, Barricades

Contractor shall be responsible for all traffic control and barricades necessary to perform the scope of work. Warning signs, lights, and devices shall be installed and displayed in compliance with the current edition of the "California Manual on Uniform Traffic Control Devices" (CA MUTCD) and "Work Area Traffic Control Handbook" (WATCHBOOK) for use in performance of work upon highways issued by the State of California, Department of Transportation.

Permits

The Contractor shall be responsible for obtaining permits where required by federal, state, or local agencies as it pertains to the work being conducted.

Underground Excavations

The Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor should contact MSWD and Underground Service Alert (www.digalert.org) or call (811) at least forty-eight (48) hours before commencing any excavation, to locate underground service lines.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

EXHIBIT “C”
GENERAL CONDITIONS
(insert behind this page)

SECTION 2.1
of
GENERAL CONDITIONS

DEFINITIONS, TERMS, ABBREVIATIONS

2.1.01 Definitions - Wherever used in the Contract Documents, the following shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

Acceptance, Final Acceptance - The formal action by the Owner accepting the Work as being complete.

Accepted Bid - The bid (proposal) accepted by the Owner.

Addenda - Written or graphic instruments issued prior to the opening of sealed bids, which modify or interpret the Contract Documents and Drawings by additions, deletions, clarifications or corrections.

Agreement - The written agreement (contract) executed between the Owner and the Contractor covering the performance of the Work.

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

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

Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

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

Contract Documents - The Contract Documents, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Insurance Certificates, Notice of Award, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Detailed Technical Provisions, Drawings, and Addenda.

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

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

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

Detailed Technical Provisions - A part of the Contract Documents consisting of written descriptions of the technical nature of materials, equipment, construction system, standards and workmanship.

Drawings - The part of the Contract Documents, which show the characteristics, and scope of the Work to be performed and which have been prepared or approved by the Engineer.

Engineer - The person, firm or corporation named as such in the Contract Documents.

Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Laboratory - The laboratory authorized by the Owner or the Owner's representative to test materials and work involved in the Project.

Manufacturer - A person, firm or corporation that fabricates, processes, or creates from raw materials or component parts, materials or equipment to be incorporated into the Project.

Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Owner's Representative - The person, consultant, or engineering firm authorized by the Owner to represent him during the performance of the Work by the Contractor and until final acceptance. The Owner's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's Representative means the Owner's representative or his assistants.

Project - The undertaking to be performed as provided in the Contract Documents.

Resident Project Representative - The authorized representative of the Owner who is assigned to the Project site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

Special Conditions - Modifications to Detailed Technical Provisions.

Specifications - The General Conditions, Supplemental General Conditions, Special Conditions, and Detailed Technical Provisions of these Contract Documents.

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

Supplemental General Conditions - Modifications to General Conditions that are specifically applicable to this Project.

Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Utility - Public or private fixed works for the transportation of fluids, gases, power, signals or communications.

Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

2.1.02 Terms - Wherever used in the Contract Documents, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Owner's Representative is intended. Similarly, the terms "approved", "acceptable", "satisfactory", "or equal", or terms of like import shall mean approved by or acceptable to or satisfactory to the Owner's Representative, unless otherwise expressly stated.

The word "provide" shall be understood to mean furnish and install.

2.1.03 Abbreviations - Whenever used in the Contract Documents, the following abbreviations shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAU, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CPR	Certified Payroll Records
DIR	California Department of Industrial Relations
IEEE	Institute of Electrical and Electronics Engineers
LCP	Labor Compliance Program
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or USAS	United States of America Standards Institute (now ANSI)

SECTION 2.2
of
GENERAL CONDITIONS

ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS

2.2.01 SECTION NOT USED.

2.2.02 SECTION NOT USED.

SECTION 2.3
of
GENERAL CONDITIONS

SCHEDULES, REPORTS AND RECORDS

2.3.01 A preconstruction conference will be held prior to commencement of the Work. Attendees shall be the Contractor, his Subcontractors, if applicable, the Owner, the Engineer, representatives of Federal, State or local regulatory or enforcement agencies, and any other parties deemed appropriate by the Owner.

2.3.02 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

2.3.03 Prior to the start of construction, the Contractor shall submit a construction progress schedule to the Engineer for approval. Said schedule shall include, but is not limited to, the following information: Contractor's name, address and telephone number; project/contract number; date prepared; Engineer's name; Owner's name; date of Notice to Proceed; contract completion date; and, list of all important activities, including construction and material delivery, with starting and ending dates for each activity.

The schedule shall be prepared so that the Contractor can update it when significant changes in an activity time and/or completion time occur, as the Engineer may direct. After the Engineer approves the schedule, one (1) electronic copy shall be furnished to the Engineer for distribution. All costs for schedule preparation and printing are included in the Contractor's Bid.

The Engineer reserves the right to alter said schedule to prevent excessive public nuisance or to exclude areas where rights-of-way acquisition might still be in progress or provide timely facilities for testing and connection to other installations dependent upon this project.

2.3.04 Prior to starting construction, the Contractor shall submit to the Engineer for his approval a detailed breakdown of his cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Engineer to determine partial payments.

2.3.05 Prior to the start of construction, the Contractor shall submit the dates at which special drawings will be required and the respective dates when applicable for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

SECTION 2.4
of
GENERAL CONDITIONS

DRAWINGS AND SPECIFICATIONS

2.4.01 SECTION NOT USED.

2.4.02 SECTION NOT USED.

2.4.03 SECTION NOT USED.

2.4.04 SECTION NOT USED.

SECTION 2.5
of
GENERAL CONDITIONS

SHOP DRAWINGS/MATERIAL SUBMITTALS

2.5.01 SECTION NOT USED.

2.5.02 SECTION NOT USED.

2.5.03 SECTION NOT USED.

2.5.04 SECTION NOT USED.

SECTION 2.6
of
GENERAL CONDITIONS

MATERIALS, SERVICES AND FACILITIES

2.6.01 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

2.6.02 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. The Contractor shall be entirely responsible for damage or loss to material and equipment until the Work has been completed by the Contractor and accepted by the Owner.

2.6.03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.6.04 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

2.6.05 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.6.06 Whenever under this Agreement it is provided that the Contractor shall furnish materials or manufactured articles, or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the Work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the Work as a whole or in part.

2.6.07 All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified.

SECTION 2.7

of
GENERAL CONDITIONS

INSPECTION AND TESTING

2.7.01 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

2.7.02 The Owner shall provide all inspection and testing services not required by the Contract Documents. Performance of these tests and all costs will be borne by the Owner; except, the cost of any test which shows unsatisfactory results shall be borne by the Contractor.

2.7.03 The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

2.7.04 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall pay for all inspection fees imposed by public agencies other than the Owner.

2.7.05 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

2.7.06 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

2.7.07 If any Work is covered contrary to the written instructions of the Engineer or work done for which the Contractor has not requested and received inspection, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

2.7.08 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure,

observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

2.7.09 Upon request of the Engineer, the Contractor shall furnish certification of compliance that fabricated or manufactured products conform to the standards of the industry as specified in these Contract Documents and that said fabricated or manufactured products were fabricated or manufactured under the quality control standards of the stated specifications of these Contract Documents.

SECTION 2.8
of
GENERAL CONDITIONS

SUBSTITUTIONS

2.8.01 Whenever a material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

2.8.02 The Contractor's use of approved substitutions or equals shall not relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from providing or using approved substitutions or equals where they affect the adjoining or related work, including the expense of required engineering, redesigning, drafting and permits, where necessary, whether the Owner's approval is given before or after receipt of Bids.

The Contractor shall bear the cost of all engineering work associated with the review of submittals for substitutions and equals. The Contractor shall approve the engineering costs prior to the performance of the engineering work using the form entitled "Authorization of Engineering Costs for the Evaluation of Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the submittal review until authorization is given. If the Contractor does not provide this authorization, the submittal will be rejected.

Engineering costs associated with redesign of adjoining or related work due to Substitutions or Equals shall be approved in writing by the Contractor prior to the performance of the work. The Contractor shall approve the cost of the engineering work using the form entitled, "Authorization of Engineering Costs for Redesign due to Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the redesign until the authorization is given. If the Contractor does not provide this authorization, the submittal, which created the need for redesign, shall be rejected.

SECTION 2.9
of
GENERAL CONDITIONS

INTELLECTUAL PROPERTY, PATENTS, ROYALTIES AND INDEMNIFICATION

2.9.01 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, including attorney's fees, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

2.9.02 Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the District and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the District, or any of its officers, agents, members, employee authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.

This indemnity provision is in addition to all other defense, hold harmless and indemnity clauses in the Contract Documents and shall survive Final Completion and termination of the Contract. If the District is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the District, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the District, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual

property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.

SECTION 2.10
of
GENERAL CONDITIONS

SURVEYS, PERMITS, REGULATIONS

2.10.01 SECTION NOT USED.

2.10.02 SECTION NOT USED.

2.10.03 SECTION NOT USED.

SECTION 2.11
of
GENERAL CONDITIONS

PROTECTION OF WORK, PROPERTY
AND PERSONS

2.11.01 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.11.02 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction, including the applicable provisions of the California Occupational Safety and Health Act of 1973, Part 1, Division 5, of the Labor Code §6300 et. seq. and the Construction Safety Orders of the Division of Industrial Safety. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

2.11.03 The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.11.04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

2.11.05 Until the formal acceptance by the Owner of the performance of the Contractor hereunder, either by furnishing equipment and/or materials or by performance of Work, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of that which he is to provide or complete hereunder occasioned by any of the above causes before completion and acceptance and shall bear the expense thereof. In case

of suspension of Work from any cause whatsoever, the Contractor shall be responsible for all equipment and/or materials then upon Owner property and shall properly store them, if necessary, and shall erect temporary structures where necessary in so doing. Nothing in these Contract Documents shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon Owner's real property, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

2.11.06 Prior to the beginning of any work, the Contractor shall obtain, at its sole expense, all permits required by the California Division of Occupational Safety and Health (Cal/OSHA) for permit-required activities associated with the Project and shall provide copies of such permits to the Owner upon request.

2.11.07 In accordance with Government Code Section 4216 and following, Contractor shall notify Underground Service Alert at least two days prior to excavation with a description of the area to be excavated to determine if any participant has a subsurface installation in the area.

2.11.08 The Contractor shall not commence any excavation over five (5) feet in depth until he has submitted to the Owner 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 any such excavation and such plan has been accepted by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated. If such plan varies from the shoring system standards promulgated by the Department of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed and paid by the Contractor. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing contained in this article shall be construed as relieving the Contractor of full responsibility for providing shoring, bracing, sloping, or other provisions, which are adequate for worker protection.

2.11.09 A working platform for any scaffolding swung or suspended from an overhead support more than ten (10) feet above the ground, floor or area in which an employee on the scaffolding might fall, shall have a safety rail of wood or other equally rigid material of adequate strength; such rail shall be in compliance with the applicable orders of the Division of Industrial Safety.

The suspended scaffolding shall be fastened so as to prevent the same from swaying from the building, or structure, or other object being worked on from such scaffolding. All parts of such scaffolding shall be of sufficient strength to support, bear, withstand with safety, any weight of persons, tools, appliances or materials which might reasonably be placed on it or which are to be supported by it.

In addition to the duties imposed by any law regulating or relating to scaffolding, the Contractor who uses scaffolding in connection with the construction, alteration, repairing, painting, cleaning, or doing of any work upon any building or structure shall furnish safety lines to tie all hooks and hangers back on the roof of such building or structure and provide safety lines hanging from the roof, securely tied thereto, for all swinging scaffolds which rely upon stirrups of the single point of suspension type to support the working platform. One such line shall be provided for each workman with a minimum of one line between each pair of hangers or falls.

Platforms or floors of scaffolding shall be not less than fourteen (14) inches in width and shall be free from knots or fractures impairing their strength.

The use of lean-to scaffolds, sometimes known as jack scaffolds, as support for scaffolds is prohibited.

2.11.10 In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect, as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever notice is required to be given by the Owner or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

2.11.11 The Contractor shall not load nor permit any part of any structure to be loaded with any weights that will endanger the structure, nor shall subject any part of the Work to stresses or pressures that will endanger it.

2.11.12 The Contractor will be required to certify that he has an Injury, Illness Prevention Plan for his company as required by Labor Code Section 6401.7.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones and carried by the supervisor of the work being performed.

The Contractor shall provide assurance to the District that all equipment has proper permits issued by the South Coast Air Quality Management District, or the local air quality district.

In addition, the Contractor shall be required to post notices required by Proposition 65 for any hazardous chemicals listed by the State Health Department, which are brought onto the property as part of the construction program.

2.11.13 Any public works contract of a local public entity, which involves digging trenches or other excavations that extend deeper than four feet below the surface, shall contain a clause, which provides the following:

- a. That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
 - c. That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.
 - d. Differing Conditions shall not include:
 - 1. All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;
 - 2. All that could be seen on Site;
 - 3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.
 - 4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
 - e. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the District's investigation of potential Differing Conditions.
 - f. Failure by Contractor to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

SECTION 2.12
of
GENERAL CONDITIONS

SUPERVISION BY CONTRACTOR

2.12.01 The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

2.12.02 The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work, and whenever the Engineer shall notify the Contractor that any man on the Work is, in his opinion, incompetent, unfaithful, intemperate, or disorderly or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person on the Work representing the Owner, or is otherwise unsatisfactory, such man shall be discharged immediately from the Work and shall not be re-employed upon it except with the consent of the Engineer. Such discharge shall not be the basis of any claim for damages against the Owner or his agents.

2.12.03 In the event that the Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the District Representative, at least seven days prior to engaging the person, an Experience Statement form for the District's review and acceptance. Any proposed substitution is subject to the approval of the District Representative based upon qualifying experience on similar projects as set forth in the bid documents for the project. Failure to obtain the District's acceptance shall not constitute a cause for delay. In addition, the District may issue an order to stop the work under these General Conditions until such time as the Contractor engages persons possessing skills and qualifications acceptable to the District.

2.12.04. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or Contractors, then Contractor shall require the Subcontractor to:

1. coordinate its Work with the dependent work;
2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
3. supply and install items to be built into dependent work of others;
4. make provisions for dependent work of others;
5. examine dependent drawings and specifications and submittals;
6. examine previously placed dependent work;
7. check and verify dependent dimensions of previously placed work;
8. notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and

9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

2.12.05. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the District in accordance with the terms of the Contract, but nothing herein contained shall be taken to relieve Contractor of any of its obligations or liabilities under the Contract, or of performing its required detailed direction and supervision.

2.12.06. Contractor shall at all times permit the District, its agents and authorized representatives to: (i) visit and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject the Work if it does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the District.

2.12.07. Whenever Contractor desires to perform Work outside regular working hours, Contractor shall give notice to the District of such desire and request and obtain the District's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the District may make the necessary arrangement for testing and inspection.

2.12.08. If Contractor receives a written notice from the District that a Clarification is forthcoming from the District, all Work performed before the receipt of the Clarification shall be coordinated with the District to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the District's written notice but before receipt of the Clarification and not so coordinated shall be at Contractor's risk.

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

SECTION 2.13
of
GENERAL CONDITIONS

CHANGES IN THE WORK

2.13.01 This Agreement may not be altered in whole or in part except by modification in writing and properly executed by all parties hereto or by a change order.

2.13.02 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

2.13.03 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

SECTION 2.14
of
GENERAL CONDITIONS

CHANGES IN CONTRACT PRICE

2.14.01 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices. Original bid items. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant, the Owner shall review the unit price to determine if a new unit price should be negotiated.
- b. An agreed lump sum.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

When all or any part of the work covered by Change Order is performed by any of the Contractor's Subcontractors, the markups established in this section shall be applied to the Subcontractor's actual cost of such work, to which a markup of five (5) percent on the subcontracted portion of the work may be added by the prime Contractor.

SECTION 2.15
of
GENERAL CONDITIONS

TIME FOR COMPLETION AND
LIQUIDATED DAMAGES

2.15.01 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on or before a date specified in the Notice to Proceed. The Contractor should be aware that time is of the essence for this project.

2.15.02 The Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

2.15.03 If the Contractor shall fail to complete the Work within the Contract Time, or requests for extension of time approved by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

2.15.04 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- a. To any preference, priority or allocation order duly issued by the Owner.
- b. If delays are caused by unforeseen events beyond the control of both the Contractor and the Owner, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, labor, required "extra work," or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

- c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 2.15.04a and 2.15.04b of this article.

- d. If delays beyond the Contractor's control are caused by reasons other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interests of the Owner, an extension of time may be granted, but the Contractor shall not be entitled to damages or additional payment due to such delays.

If delays beyond the Contractor's control are caused solely by action or inaction by the Owner, such delays will entitle the Contractor to an extension of time.

- e. Extensions of time, when granted, will be based upon the effect of delays on the project as a whole and will not be granted for noncontrolling delays to minor included portions of work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole.
- f. If the Contractor desires payment for a delay or an extension of time, he shall, within thirty (30) days after the beginning of the delay, file with the Owner a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least fifteen (15) days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such request.

2.15.05 In case the Work called for under this Contract is not completed within the time limit stipulated herein, the Owner shall have the right, in lieu of assessing liquidated damages, to extend the time of completion thereof. If the time limit be so extended, the Owner shall have the right to charge to the Contractor and to deduct from the final payment for the Work, the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate and the cost accruing by reason of unavoidable delays shall not be included in such charges.

SECTION 2.16
of
GENERAL CONDITIONS

CORRECTION OF WORK

2.16.01 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

2.16.02 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

SECTION 2.17
of
GENERAL CONDITIONS

SUBSURFACE CONDITIONS AND
EXAMINATION OF CONTRACT DOCUMENTS

2.17.01 The Contractor represents that he has carefully examined the Contract Documents and the site where the Work is to be performed and that he has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may affect performance of the Work in any manner. The Contractor further represents that he has studied all surveys and investigation reports governing subsurface and latent physical conditions pertaining to the job site; that he has performed such additional surveys and investigations as he deems necessary to complete the Work at the Contract Price; and, that he has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a Bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered and as to the character, quality and scope of the Work.

2.17.02 The Drawings for the Work show conditions as they are supposed or believed by the Engineer to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions actually exist. The Owner and the Engineer shall not be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown in the Drawings and the actual conditions revealed during the progress of the Work or otherwise.

Where the Owner or the Engineer or their consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, the Contractor may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the Engineer.

The records of such investigations are not a part of the Agreement and are shown solely for the convenience of the Contractor. It is expressly understood and agreed that the Owner, the Engineer and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations; the records thereof; or of the interpretations set forth therein or made by the Owner's consultants, the Engineer or his consultants in the use thereof by the Engineer, and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked for developments may not occur, or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the Owner, the Engineer or their consultants is included with the Drawings, it is expressly understood and agreed that said log of test borings does not constitute a part of the

Agreement, represents only the opinion of the Owner or the Engineer or their consultants as to the character of the materials encountered by them in the test borings, is included in the Drawings only for the convenience of the Contractor, and its use is subject to all of the conditions and limitations set forth in this article.

2.17.03 The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of Section 2.17.01 and the Contractor is cautioned to make such independent investigations and examinations as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the Work.

2.17.04 No information derived from such inspection of records of investigations or compilation thereof made by the Owner, Engineer, or their consultants will in any way relieve the Contractor from any risk or from properly fulfilling the terms of the Agreement.

SECTION 2.18
of
GENERAL CONDITIONS

SUSPENSION OF WORK,
TERMINATION AND DELAY

2.18.01 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.18.02 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

2.18.03 Where the Contractor's services have been terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.

2.18.04 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit. The Owner's authority and responsibility with respect to termination for convenience of owner or upon breach of contract are set forth in more detail in Section 2.35 of these General Conditions.

2.18.05 If, through no act or fault of the Contractor, the entire Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or by request of litigation relating to the Project, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

2.18.06 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

SECTION 2.19
of
GENERAL CONDITIONS

PAYMENTS TO CONTRACTOR

2.19.01 SECTION NOT USED

2.19.02 SECTION NOT USED

2.19.03 SECTION NOT USED

2.19.04 SECTION NOT USED

2.19.05 SECTION NOT USED

2.19.06 SECTION NOT USED

2.19.07 SECTION NOT USED

2.19.08 SECTION NOT USED

SECTION 2.20
of
GENERAL CONDITIONS

ACCEPTANCE OF FINAL
PAYMENT AS RELEASE

2.20.01 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

SECTION 2.21
of
GENERAL CONDITIONS

INSURANCE

2.21.01 The Contractor shall not commence any work under the Contract Documents until he obtains at his own expense all required insurance. Such insurance must have the approval of the Owner as to Company, limits, form and amount. The Contractor shall not permit any Subcontractor to commence work on the Project until the Subcontractor has also complied with these insurance requirements. The types of insurance, which the Contractor shall secure and maintain for the full Contract time, are Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Builder's Risk "All Risk" Insurance, and Contractor's Pollution Liability Insurance as hereinafter specified. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Contract Documents.

All policies required by this Section shall be primary insurance as to the Owner so that coverage held by the Owner will not contribute to any loss under the Contractor's insurance using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

Premiums for said insurance shall be paid for by the Contractor.

2.21.02 Before commencing any work, the Contractor shall submit written evidence that he and all Subcontractors have obtained for the Contract time full Worker's Compensation Insurance coverage, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Owner, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the named insured for the Owner; this provision applies regardless of whether or not the Owner has received a waiver of subrogation from the insurer.

2.21.03 Before commencing any work, the Contractor shall procure for the entire Contract time full Commercial General Liability Insurance, Automobile Liability Insurance coverage, and Contractor's Pollution Liability as hereinafter specified. Such insurance shall insure the Contractor and all Subcontractors for all claims for personal injury, including sickness and death, and all claims for destruction of or damage to property, including loss of use, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under the Contractor, or by anyone directly or indirectly employed by the Contractor or by any Subcontractor.

Such Commercial General Liability Insurance shall be written with a limit of liability of not less than five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the

policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit. Should the Contractor maintain insurance coverage exceeding the specified amount, any such additional coverage shall still benefit the Owner.

Such Commercial General Liability Insurance shall also be written for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

Such Automobile Liability Insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, including sickness and death, at any time resulting therefrom, sustained by any one person in any one occurrence, and a limit of liability of not less than two million dollars (\$2,000,000) aggregate for any such damages sustained by two or more persons in any one occurrence. Such automobile liability insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District.

Coverage for Commercial General Liability Insurance, Contractor's Pollution Liability Insurance and Automobile Liability Insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 00 01).
- b. Insurance Services Office (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c. Excess Liability Insurance (if necessary) - The limits of insurance required in this agreement may be satisfied by a combination of primary, umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured.

Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officers, employees, agents and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, administration and defense expenses.

The Commercial General Liability Insurance policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

The policy for such insurance shall include contractual coverage sufficiently broad to cover the Contractor's indemnification agreement contained in Section 2.24 excepting 2.24.04 of these General Conditions. The District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 11 85; or both CG 20 10 10 01 and CG 20 37 10 01 (or the CG 20 10 07 04 and CG 20 37 07 04 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the District for all work performed by the Contractor, its employees, agents and subcontractors. this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

2.21.04 Until the completion and final acceptance by the Owner of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

If applicable, the Contractor shall provide and maintain **Builder's Risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Owner. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The policy shall be endorsed with Owner, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Owner

or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Owner. The policy must specify that coverage is to include all materials and equipment to be incorporated in the Project while at the construction site and while in transit.

Such policy shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District. A maximum deductible amount of five thousand dollars (\$5,000.00) on all perils will be allowed. Also, the insurer shall waive all rights of subrogation.

If the Owner determines not to require the Contractor to procure such insurance, the Contract price shall be reduced by the amounts set forth in the bid items for the premium for such insurance.

If the Owner determines to require the Contractor to procure such insurance, such insurance shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The policy or policies for such insurance may provide for a deductible amount not to exceed five (5) percent of the Contract price. As provided in Section 7104 of the Public Contracts Code, the Contractor is responsible for the cost of repairing or restoring work up to five (5) percent of the contract amount.

2.21.05 Contractor shall furnish the Owner with copies of certificates and amendatory endorsements affecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages, required by these specifications, at any time. Failure to continually satisfy the insurance requirements is a material breach of contract.

Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's Contracts Analyst. Carrier(s) shall have an A.M. Best rating of no less than an A: VII or better.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the Commercial General Liability declarations or

endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include required provisions. The District reserves the right to obtain complete, certified copies of all required insurance policies at any time and the Contractor shall provide the same within five (5) days of such request. Failure to continually satisfy the insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least ten (10) years after completion of the project. The Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expires during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

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

The District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

SECTION 2.22
of
GENERAL CONDITIONS

CONTRACT SECURITY

2.22.01 The Contractor shall within thirty (30) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond in penal sum equal to the amount of the Contract Price and a Payment Bond in penal sum equal to one-hundred (100) percent of the amount of the Contract Price, requiring the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the payment by the Contractor to all subcontractors, persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

2.22.02 Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and by California law. The expense of these Bonds shall be borne by the Contractor. Bonds to be placed with insurers with a current A.M. Best's rating of no less than A: VII or better.

2.22.03 If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall they be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

2.22.04 The Performance Bond and the Payment Bond must remain in effect throughout the period for performance of the Work and through the time of final payment by the Owner, and the Performance Bond must remain in effect for a period of one (1) year from the date of approval of the work by the Board of Directors of Owner, which is the period of the Contractor's warranty, or as modified under the Supplemental General Conditions. If a change order results in an increased contract amount, an updated bond must be submitted to reflect the revised total contract value.

SECTION 2.23
of
GENERAL CONDITIONS

ASSIGNMENTS AND BANKRUPTCY

2.23.01 The Contractor shall not sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

2.23.02 In the event of bankruptcy of the Contractor, whether voluntary or involuntary, this Agreement is automatically terminated, and the Contractor is entitled to no further payments over and above the reasonable value of the actual work completed at that time.

SECTION 2.24
of
GENERAL CONDITIONS

INDEMNIFICATION

2.24.01 The Contractor and any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable during the term of this agreement and associated with the work performed thereunder, will indemnify, defend and hold harmless the Owner and any of their directors, independent contractors, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, but not including the sole or active negligence or willful misconduct of the Owner.

Each of the indemnified parties named in this Section shall be entitled to designate the attorney of their choice and indemnitor agrees to keep Owner's attorney advised as to the status of all claims, damages, losses, expenses and litigation which may arise hereunder.

2.24.02 In any and all claims against the Owner or any of their directors, independent contractors, agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

2.24.03 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

2.24.04 The Contractor shall indemnify, defend and save the Owner, the Owner's Representative, the Engineer, their consultants, and each of their directors, independent contractors, officers, employees and agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Agreement, including but not limited to, Contractor's failure to complete any portion of the Work by the time specified in the Contract Documents. Such costs, expenses, and damages shall include all costs incurred by the Owner, the Owner's Representative, the Engineer, and their consultants to defend against any claims, stop notices, or lawsuits based thereon in which any of them is made a party.

Each of the indemnified parties named in this section shall be entitled to designate the attorney of their choice and the indemnitor agrees to pay the fee of each such attorney so designated.

SECTION 2.25
of
GENERAL CONDITIONS

SEPARATE CONTRACTS

2.25.01 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

2.25.02 The Owner may perform additional Work related to the Project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.25.03 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 2.14, 2.15, and 2.18.

SECTION 2.26
of
GENERAL CONDITIONS

SUBCONTRACTING

2.26.01 SECTION NOT USED.

2.26.02 SECTION NOT USED.

2.26.03 SECTION NOT USED.

2.26.04 SECTION NOT USED.

2.26.05 SECTION NOT USED.

2.26.06 SECTION NOT USED.

SECTION 2.27
of
GENERAL CONDITIONS

ENGINEER'S AUTHORITY

2.27.01 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

2.27.02 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

2.27.03 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

2.27.04 The Engineer shall promptly make decisions relating to interpretation of the Contract Documents.

2.27.05 Any plan or method of Work suggested by the Engineer but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner shall assume no responsibility therefor.

2.27.06 Engineer's authority and responsibility with respect to Resident Project Representation are as set forth in Section 2.33 of these General Conditions.

SECTION 2.28
of
GENERAL CONDITIONS

LAND AND RIGHTS-OF-WAY

2.28.01 Prior to issuance of Notice to Proceed, the Owner shall obtain land and all work shall be performed within existing public rights-of-way for carrying out the Work to be performed pursuant to the Contract Documents. Right-of-way limits are shown on the Drawings.

2.28.02 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

2.28.03 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

2.28.04. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the District to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the District.

2.28.05. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.

2.28.06. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part of the Work or adjacent property to stresses or pressures that will endanger it.

2.28.07. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

SECTION 2.29
of
GENERAL CONDITIONS

GUARANTEE

2.29.01 The Contractor shall guarantee that all materials and equipment furnished will be new unless otherwise specified.

2.29.02 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance by the Board of Directors of Owner. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance by the Board of Directors of Owner that the completed work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guarantee period.

SECTION 2.31
of
GENERAL CONDITIONS

TAXES

2.31.01 The Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening including, but not limited to, all sales, consumer, use and other similar taxes assessed by Federal, State or local authorities where the Work is performed.

2.31.02 The terms of these Contract Documents may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to these Contract Documents, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 2.32
of
GENERAL CONDITIONS

CONFLICT

2.32.01 SECTION NOT USED.

2.32.02 SECTION NOT USED.

SECTION 2.33
of
GENERAL CONDITIONS

RESIDENT PROJECT REPRESENTATIVE

2.33.01 The Engineer will furnish a Resident Project Representative and Assistants to assist the Engineer in carrying out his responsibilities at the Project sites. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and Assistants are herein set forth.

2.33.02 The Resident Project Representative is the Engineer's agent and will act as directed by and under the supervision of the Engineer. He will confer with the Engineer regarding his actions. His dealings in matters pertaining to the on-site Work shall, in general, be only with the Engineer and the Contractor. His dealings with Subcontractors shall only be through or with the full knowledge of the Contractor or his superintendent. He will generally communicate with the Owner only through or as directed by the Engineer.

2.33.03 The duties and responsibilities of the Resident Project Representative will be as follows:

- a. Schedules - Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with the Engineer concerning their acceptability.
- b. Conferences - Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- c. Liaison -
 - (1) Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the Engineer in serving as Owner's liaison with the Contractor when Contractor's operations affect Owner's on-site operations.
 - (2) As requested by the Engineer, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the Work.
 - (3) Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from the Owner or others, except instructions transmitted through the Engineer or himself.

- d. SECTION NOT USED
- e. SECTION NOT USED
- f. Interpretation of Contract Documents - Transmit to the Contractor the Engineer's clarifications and interpretations of the Contract Documents.
- g. Modifications - Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.
- h. Records -
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - (2) Keep a diary or logbook, recording hours on the job site, weather conditions, data related to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
 - (3) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials.
- i. Reports -
 - (1) Furnish Engineer periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- j. Payment Requisitions - Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site.
- k. Guarantees, Certificates, Maintenance and Operation Manuals - During the course of the Work, verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Engineer for his review and forwarding to the Owner prior to final acceptance of the Project.

1. Completion -

- (1) Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- (2) Conduct final inspection in the company of the Engineer, Owner and Contractor and prepare a final list of items to be corrected.
- (3) Verify that all items on the final list have been corrected and make recommendations to the Engineer concerning acceptance.

2.33.04 Except upon written instructions of the Engineer, the Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- c. Expedite Work for the Contractor.
- d. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- f. Authorize the Owner to occupy the Project in whole or in part.
- g. Participate in specialized field or laboratory tests.

SECTION 2.34
of
GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

2.34.01 The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or Agreement for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, defend and indemnify the Owner, the Engineer, and all of its and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the Owner, the Contractor shall bear all costs arising therefrom.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. Wages to be paid for a day's work to all classes of laborers, workers, or mechanics on the work contemplated by the contract, shall be not less than the prevailing rate for a day's work in the same trade or occupation on the locality within the State where the work hereby contemplated is to be performed as determined by the State of California Director of Industrial Relations pursuant to his authority under Labor Code section 1720 et. seq. Each laborer, worker, or mechanic employed by a Contractor or by any Subcontractor shall receive the wages herein provided for. The Contractor shall pay up to two hundred (\$200.00) per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to the worker. NOTE: an error on the part of the awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code section 1720 – 1781 and 1813 – 1815.
- b. In accordance with Sections 1773.1 and 1773.8 of the Labor Code the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et. seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the Owner, forfeit up to twenty-five (25) Dollars for each workman employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours per day at not less than 1.5 times the base rate of pay (or 2 times base rate on Sunday/Holidays), in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is responsible for compliance with Labor Code Section 1777.5 and the California Code of Regulations 230 – 230.2 for all apprenticeable occupations, whether employed by the Contractor or by the Subcontractors. Included in these requirements is the Contractor's requirement to provide notification to the appropriate apprenticeship committees, pay training fund contributions, utilize apprentices in a minimum ratio of not less than once apprentice for each five journeyman hours (unless an exception is granted in accordance with Labor Code 1777.5) and/or request for the dispatch 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.

Willful violations of Section 1777.5 will result in a forfeiture of \$100.00 for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

- f. Attention is directed to the provisions of Labor Code 1725.5 requiring all contractors and subcontractors who bid or work on a public works project to be registered with the Department of Industrial Relations (DIR) via its online portal: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

2.34.02 In the event of any legal or equitable proceeding to enforce the terms or conditions of this Agreement, the parties agree that venue shall be in the judicial district in which the office of the Owner is located.

2.34.03 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

All clauses contained in the Contract Documents shall be interpreted in a manner, which renders them valid under applicable provisions of State, and Federal law where a consistent interpretation is possible.

2.34.04 In the event any arbitration proceeding, administrative proceeding or litigation in law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions or performance of this Agreement, the prevailing party shall be entitled to the award of a reasonable attorney's fee and the costs of the proceeding, which shall be determined by the Court or the presiding officer at the proceeding, authorized to make a determination of the issues at the hearing level, or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

If any party to this Agreement becomes a party to any litigation, administrative proceeding or arbitration concerning the enforcement or interpretation of the provisions of this Agreement or the performance of this Agreement by reason of any act or omission of another party or authorized representatives of another party to this Agreement and not by any act or omission of the party that becomes a party to that proceeding or any act or omission of its authorized representatives, the party that causes another party to become involved in the proceeding shall be liable to that party for reasonable attorney fees and costs of the proceeding incurred by that party in the proceeding. The award of reasonable attorney fees and costs shall be determined as provided above.

In the event opposing parties have each prevailed on one or more causes of action actually contested or admitted by pleadings or prehearing documents on file, the presiding officer may offset such fees and costs between prevailing parties after considering the necessity of the proceeding and the importance of the issue or issues upon which a party has prevailed.

2.34.05 It shall be the responsibility of the contractor to maintain an accurate payroll record showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code 1776, and to insure that each subcontractor on the project also complies with all provisions of Labor Code 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall submit to the Agency's designated Labor Compliance Officer a copy of Certified Payroll Records as enumerated by Labor Code 1776 for the Contractor's, as well as Subcontractor's, employees working on the project work. The Agency shall make no payment to the Contractor until the certified records are received by the Agency's designated Labor Compliance Administrator/Department/Division. Each contractor performing work under contract shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776. Contractor and Subcontractor shall keep accurate project records such as Daily Logs and Reports and may be asked to provide copies of such records per the State of California Public Records Act, Government Code section 6250 – 6276.48. Pursuant to SB854, all public works contractors and subcontractors shall also furnish electronic certified payroll records directly to the Labor Commissioner. For all projects awarded on or after April 1, 2015, the contractors and

subcontractors must furnish electronic certified payroll records to the Labor Commissioner using the online portal: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the contractor and/or subcontractor and the name, address and telephone number of all employees do not appear on the modified records.

Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten (10) days of the date a written request for payroll records has been received.

Failure of contractor to comply with any provision of this Section or Labor Code 1776 within ten (10) days of the date a written request for compliance is received shall result in a forfeiture of up to one hundred dollars (\$100.00) per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Owner shall withhold penalties under this Section or Labor Code 1776 from the contractor's progress payments then due.

2.34.06 By entering into this contract or any subcontract pursuant to this contract, the Contractor and each Subcontractor who performs work or supplies goods, services or materials hereby offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Federal or State Anti-Trust Law, including, but not limited to, any Anti-Trust action any of them may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to this contract or any related subcontract. This assignment is made and becomes effective at the time the awarding body tenders final payment to the Contractor shall insure that a comparable provision is included in all subcontracts at all tier levels which are executed pursuant to this prime contract. Contractor shall have the rights set forth in Section 4553 and 4554 of the Public Contract Code.

SECTION 2.35
of
GENERAL CONDITIONS

REMOVAL, RELOCATION OR PROTECTION
OF EXISTING UTILITIES

2.35.01 SECTION NOT USED

2.35.02 SECTION NOT USED

2.35.03 SECTION NOT USED

2.35.04 SECTION NOT USED

2.35.05 SECTION NOT USED

SECTION 2.36
of
GENERAL CONDITIONS

ANTI-TRUST CLAIMS

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

SECTION 2.37
of
GENERAL CONDITIONS

TERMINATION FOR CONVENIENCE
OF OWNER OR UPON BREACH OF CONTRACT

2.37.01 The performance of work under this contract may be terminated by Owner in accordance with this clause in whole or from time to time in part whenever Owner or Owner's Representative determines that such termination is in the best interest of Owner. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, the date upon which the termination becomes effective, and the reason for the termination.

2.37.02 After receipt of a Notice of Termination, except as otherwise directed by Owner or Owner's Representative, Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- b. Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for the completion of such portion of work under the contract as is not terminated,
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- d. Assign to Owner in the manner, at the times, and to the extent directed by Owner or Owner's Representative all of the right, title, and interest of Contractor under the orders and subcontracts terminated, in which case Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent Owner may require,
- f. Transfer title and deliver to Owner, in the manner, at the times, and to the extent, if any, directed by Owner (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination and (2) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to Owner,
- g. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by Owner or Owner's Representative any property of the types referred to in f. above, provided Contractor (1) shall not be required to extend credit to any purchasers, and (2) may acquire any such property under the conditions prescribed by and at the prices approved by Owner or Owner's Representative. The proceeds of any such

transfer or disposition shall be applied in reduction of any payments to be made by Owner to Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as Owner or Owner's Representative may direct,

- h. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination to the satisfaction of Owner,
- i. Take such action as Owner or Owner's Representative may direct for the protection and preservation of the property related to this contract which is in the possession of Contractor and which the Owner has or may acquire an interest.

After receipt of a Notice of Termination, Contractor shall submit to Owner his termination claim, in the form and with certification prescribed by Owner or Owner's Representative. This claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner or Owner's Representative upon Contractor's written request within such three (3) month period or any authorized extension of the three (3) month period. Owner may deny or grant the request for an extension of time as Owner may determine in its sole discretion. Owner's decision to grant or deny the extension shall be final and binding on all parties to this contract. Upon failure of Contractor to submit his termination claim within the time allowed, Owner or Owner's Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to Contractor the amount so determined.

2.37.03 Contractor and Owner may agree upon the whole or any part of the amount paid to Contractor by reason of the total or partial termination of work pursuant to this clause provided an agreement, in writing, has been reached within three months following the date the termination notice has become effective.

In the event Contractor and Owner are unable to agree on the termination price, Owner shall pay to Contractor the amount determined by Owner or Owner's Representative, in its sole discretion, to be fair and equitable under the circumstances excluding amounts Owner and Contractor have agreed to in accordance with the terms of this section.

In no event shall Contractor be entitled to receive any amount upon termination of this contract which exceeds the total contract price reduced by the amount of payments otherwise made and further reduced by the contract price of work not terminated, by the fair value, as determined by Owner or Owner's Representative, in its sole discretion, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner, by all unliquidated advances or other payments on account made to Contractor applicable to the terminated portion of the contract, by any claim which Owner may have against Contractor in connection with this contract, by the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of this clause and not otherwise recovered or credited to Owner, and by estimated or actual costs to correct Contractor's work which Owner or Owner's Representative, in its sole discretion, determines to be defective. The decision of Owner or Owner's

Representative to determine the proper termination amounts shall be final and binding on all parties to this contract.

2.37.04 Unless otherwise provided for in this contract, Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to Owner at all reasonable times at the office of Contractor, and without charge of any kind to Owner, all Contractor's books, records, documents, and other evidence bearing on the costs and expenses of Contractor under this contract. For this purpose, Contractor specifically consents to allow Owner to receive such copies of Contractor's tax returns as Owner may deem necessary to verify Contractor's costs.

2.37.05 In the event Owner terminates the contract in whole or in part due to the failure of Contractor, its agents, servants, employees or subcontractors to perform any work in the time or manner designated in the contract documents, Owner shall immediately serve written notice of the Termination upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within ten (10) days after the serving upon it of a notice of termination does not give the Owner written notice of his intention to take over and perform the contract or does not commence performance thereof within thirty (30) days from the date of serving said notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method he may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Owner for any excess costs or other damages occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the Owner elects to complete by furnishing his own employees, materials, tools and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for force account work in the article on payment for changes in the work.

2.37.06 In the event Owner terminates the contract as a result of a breach of any contract terms by Contractor, its agents, servants, employees or subcontractors, if the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Excessive costs not paid by Contractor or its Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of fifteen percent (15%) per annum or the maximum rate authorized by California law, whichever is lower.

SECTION 2.38
of
GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

2.38.01 Responsibility of Job Site Conditions

Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall defend, indemnify and hold the Owner and the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the Owner or the Engineer.

2.38.02 Mediation and Arbitration of Claims

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20103.5) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are attached to these General Conditions.

SECTION 2.39
of
GENERAL CONDITIONS

PUBLIC CONTRACT CODE SECTIONS
20103.5 – 20207.7

The following Public Contract Code Sections are included for information.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount of payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the local agency shall, within thirty (30) days, schedule a meet-and-confer conference for the purpose of resolving the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision

(a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article.

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as, otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgement. The interest shall begin to accrue on the date the suit is filed in a court of law.

As stated in subdivision (c) of Section 20104, any contract entered into on or after January 1, 1991, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

20207.7. Unless the amount involved in the purchase at any one time of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board may purchase the articles without the necessity of advertising or lettering contracts. Where the cost of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board shall advertise for sealed bids for furnishing the district the articles. In the matter of advertising, opening and accepting bids, and the letting of contracts, the board shall proceed in all respects in the manner and form provided in the case of contracts for annual supplies.

**AGREEMENT FOR ON-CALL POTABLE WATER AND SANITARY SEWER REPAIR
SERVICES BY INDEPENDENT CONTRACTOR
PROJECT DIR # _____**

THIS AGREEMENT FOR ON-CALL POTABLE WATER AND SANITARY SEWER REPAIR SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **October 1, 2026** by and between the MISSION SPRINGS WATER DISTRICT, a County Water District ("DISTRICT") whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **Tri-Star Contracting II, Inc., a California corporation** whose address is **15501 Little Morongo Road, Desert Hot Springs, CA 92240** ("CONTRACTOR").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. DISTRICT desires to engage CONTRACTOR to provide the following services: on-call potable water and sanitary sewer repair services and related facility maintenance, repair, and emergency services on an as-needed basis; and
- B. CONTRACTOR has made a proposal ("Proposal") to the DISTRICT to provide such services, which Proposal is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and
- C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof; and
- D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services; and
- E. The parties acknowledge that some or all of the Services may constitute "public works" or "maintenance" under California Labor Code section 1720 et seq.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue for a term of one (1) year, with the option to extend for additional terms which shall not exceed three (3) consecutive years, as approved by the DISTRICT Board of Directors.

2. Services to be Performed. CONTRACTOR agrees to provide on-call maintenance, repair, and emergency services (“Services”) as requested by DISTRICT and contained within the Proposal. All Services shall be authorized through written task orders (“Task Orders”) issued by the DISTRICT. Each Task Order shall describe the scope of work, schedule, and compensation. CONTRACTOR shall not perform any Services without prior written authorization from DISTRICT. CONTRACTOR designates Jordan Willis as CONTRACTOR’S representative(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

2.01. Task Orders. DISTRICT shall issue Task Orders on an as-needed basis. For each Task Order, CONTRACTOR shall submit a written cost proposal, which shall include, at a minimum, labor, materials, subcontractors, and a proposed schedule for completion. No Task Order shall be binding, and CONTRACTOR shall not commence any work thereunder, unless and until the Task Order has been approved in writing by the DISTRICT. DISTRICT makes no representation or guarantee that CONTRACTOR will receive any minimum amount of work under this Agreement.

2.02. In addition to the requirements set forth in this Agreement, all Services performed pursuant to any Task Order shall be subject to, and CONTRACTOR shall comply with, the General Conditions, Special Conditions, and bond requirements applicable to the Work. The General Conditions and Special Conditions are attached hereto as Exhibit “C” and incorporated herein by this reference.

Each Task Order issued under this Agreement shall expressly incorporate the terms of this Agreement, and Exhibit “C” . Additionally, CONTRACTOR agrees that all work performed under any Task Order shall be governed by, and performed in accordance with, such provisions, whether or not expressly restated in the Task Order.

Without limiting the foregoing, CONTRACTOR shall comply with all requirements relating to performance bonds, payment bonds, maintenance bonds, and any other security required by the DISTRICT pursuant to Section 12 of this Agreement. . In the event of any conflict between the terms of a Task Order and the General Conditions, Special Conditions, or bond requirements, the more stringent provision, as determined by DISTRICT, shall control.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT. CONTRACTOR shall require all subcontractors to comply with all applicable provisions of this Agreement, including prevailing wage, insurance, and indemnity obligations.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall

not increase any rate without the prior written consent of the DISTRICT. This Agreement is a time-and-materials, on-call contract. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of \$100,000.00. Each Task Order issued pursuant to this Agreement may include its own not-to-exceed amount, which shall not be exceeded without prior written approval of the DISTRICT.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing. CONTRACTOR shall not exceed any not-to-exceed amount established in an approved Task Order without the prior written approval of the DISTRICT.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. Invoices shall reference the applicable Task Order. DISTRICT may withhold payment for: (i) defective work, (ii) non-compliance with prevailing wage laws, or (iii) incomplete or unauthorized work. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

4.05 DISTRICT may withhold retention from progress payments on a Task Order basis where appropriate. Retention shall not exceed five percent (5%) of the amount payable under the applicable Task Order, unless a higher percentage is permitted by applicable law. Retention shall be released upon satisfactory completion and acceptance of the applicable Task Order, and if a Notice of Completion is recorded for such Task Order, in accordance with applicable law governing the release of retention. Retention, if any,

shall be administered separately for each Task Order.

4.06 Stop Notices. CONTRACTOR acknowledges that DISTRICT may withhold funds otherwise due or to become due to CONTRACTOR in response to any stop notice, bonded stop notice, or other lawful claim made in accordance with California Civil Code. DISTRICT shall be entitled to withhold such amounts as required by law or as reasonably necessary to satisfy such claim. CONTRACTOR shall be solely responsible for resolving any such claim, and DISTRICT shall have no obligation to make payment to CONTRACTOR for amounts subject to such withholding until the claim is released, discharged, or otherwise resolved to the satisfaction of DISTRICT in accordance with applicable law.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. All Services shall be performed in accordance with applicable industry standards and in a good and workmanlike manner. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than for the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR shall perform the Services subject to the direction, control, and approval of DISTRICT as set forth in this Agreement and applicable Task Orders.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.06 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.07 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.08 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.09 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.10 In the performance of this Agreement the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. DISTRICT shall have the right to suspend all or any portion of the Services upon written or verbal notice if DISTRICT reasonably determines that unsafe conditions or non-compliance with applicable laws or regulations exists. CONTRACTOR shall promptly correct any such conditions at its sole cost and expense. Any delay or cost resulting from such suspension attributable to CONTRACTOR'S failure to comply with this Section shall be borne solely by CONTRACTOR.

5.11 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards, and shall be free from defective or faulty workmanship and materials. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.12 Time is of the essence with respect to each Task Order issued under this Agreement.

5.13 CONTRACTOR shall be available on a 24-hour basis and shall respond to emergency service requests within two (2) hours unless otherwise approved by DISTRICT.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

c. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

e. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

f. Required Provisions –

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to

commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time

- **Waiver of Subrogation:** The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- **Primary Coverage:** For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRATOR's insurance and shall not contribute with it.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses

within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as

reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services as an independent contractor, subject to the direction and requirements of this Agreement and applicable Task Orders. CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications, experience, personnel, and resources necessary to perform the Services under this Agreement in a competent and workmanlike manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the standards set forth in this Agreement, including Section 5.01, and that all materials and workmanship shall be of good quality and fit for their intended purpose. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

10.04 Prevailing Wages.

A. To the extent applicable, each Task Order is subject to the State of California "Prevailing Wage Rates". Each applicable Task Order is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the Proposal. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

B. Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations (DIR) as a Public Works Contractor for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are properly registered with DIR and maintain active registration throughout the duration of the Project. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

C. As a condition of payment, CONTRACTOR shall timely submit all required certified payroll records and related documentation. DISTRICT may withhold any portion of a payment, including the full amount, if CONTRACTOR fails to comply with prevailing wage or DIR requirements.

D. CONTRACTOR shall comply with all applicable apprenticeship requirements set forth in California Labor Code sections 1777.5 and 1777.6, including the employment of properly registered apprentices and payment of required apprenticeship contributions. CONTRACTOR shall ensure that all subcontractors also comply with such requirements. CONTRACTOR shall maintain and submit all required apprenticeship documentation upon request. DISTRICT may withhold payments or take other appropriate action for failure to comply with this Section.

10.05 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.06 CONTRACTOR shall have no authority to bind DISTRICT in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR

shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Bond Requirements.

12.01 Purpose. This Section sets forth bonding and related security requirements applicable to the on-call potable water and sanitary sewer repair services to be performed by CONTRACTOR on an as-needed, time-and-materials basis under this Agreement. For purposes of this section, "Surety" means an admitted surety insurer authorized to transact surety business in the State of California. Each bond shall be issued by a Surety admitted in California and acceptable to DISTRICT and shall be on DISTRICT'S then-current bond forms and shall not be subject to any condition, limitation, or modification not expressly approved in writing by DISTRICT. CONTRACTOR shall pay all premiums and costs for required bonds. Bonds are in addition to, and not in limitation of, any other security, insurance, indemnity, or remedy available to DISTRICT under this Agreement or applicable law.

12.02 Condition Precedent to Work; Delivery of Bonds. As a condition precedent

to CONTRACTOR'S commencement of any Services, CONTRACTOR shall deliver to DISTRICT, in form and substance acceptable to DISTRICT, the bonds described in this Section, duly executed by CONTRACTOR as principal and by a Surety. DISTRICT may withhold issuance of any Task Order until all required bonds are received and approved. In the event of emergency Services requiring immediate response to protect public health, safety, or continuity of water operations, DISTRICT may authorize CONTRACTOR to proceed prior to delivery of bonds; provided, however, that CONTRACTOR shall deliver all required bonds within five (5) business days of such authorization, or as otherwise directed by DISTRICT. Failure to timely provide such bonds shall constitute a material breach.

12.03 Performance Bond. CONTRACTOR shall furnish a performance bond guaranteeing faithful performance of all obligations under this Agreement, including completion of all Services authorized by Task Orders issued during the term, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount established under this Agreement (the "Performance Bond"). The Performance Bond shall also apply to and secure the performance of all authorized change orders, amendments, and modifications to any Task Order, including increases in scope, time, or compensation. In the event of emergency Services performed prior to issuance of a Task Order or formal amendment, the Performance Bond shall be deemed to apply to such Services once the associated Task Order or written authorization is issued, including any retroactive approvals. The Performance Bond shall remain in full force and effect through final completion and acceptance of all Services authorized under the applicable Task Order and satisfaction of all CONTRACTOR obligations that survive completion (including warranty and indemnity obligations to the extent applicable).

12.04 Payment Bond. CONTRACTOR shall furnish a payment bond guaranteeing payment in full for all labor, services, equipment, and materials furnished for the Services, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount (the "Payment Bond"). The Payment Bond shall extend to all labor, materials, and services furnished pursuant to authorized change orders, amendments, and modifications to any Task Order. The Payment Bond shall further apply to emergency Services authorized by DISTRICT, including work performed prior to formal Task Order issuance, provided such work is subsequently documented and approved in writing. The Payment Bond shall be conditioned as required by applicable California law for public works and shall inure to the benefit of claimants as defined by law.

12.05 Maintenance Bond. CONTRACTOR shall furnish a maintenance bond guaranteeing the correction of defective work and warranty obligations arising under this Agreement in a penal sum equal to one hundred percent (100%) of the total not-to-exceed contract amount established under this Agreement (the "Maintenance Bond"). The Maintenance Bond shall remain in effect for the duration of the warranty period set forth in the Maintenance Bond, or such longer period as may be required by applicable law or manufacturer warranty requirements.

12.06 Maintenance of Bonds. CONTRACTOR shall maintain all required bonds

continuously in effect. If any bond is canceled, expires, is materially modified, or becomes insufficient due to an increase in the Task Order's not-to-exceed amount, CONTRACTOR shall immediately notify DISTRICT and, within five (5) business days (or sooner if required to avoid any lapse), deliver replacement or supplemental bonds meeting this Section. Failure to provide or maintain required bonds constitutes a material breach. In addition to any other remedies, DISTRICT may (a) suspend Services, (b) withhold payments otherwise due, and/or (c) terminate this Agreement for default, without waiving any rights against CONTRACTOR or the Surety.

12.07 Notice of Completion. If DISTRICT elects to record a Notice of Completion for any Task Order, final payment, including any retained funds applicable to such Task Order, shall be made in accordance with Section 4.05 of this Agreement, and if a Notice of Completion is recorded, not earlier than thirty-five (35) days after such recordation, as required by applicable law. DISTRICT shall have discretion to determine whether a Notice of Completion is appropriate for a given Task Order, consistent with applicable law and DISTRICT's administrative practices. CONTRACTOR shall cooperate with DISTRICT and promptly provide such information and documentation as may be reasonably required for the preparation and recordation of any Notice of Completion.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or

delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

13.12 Confidentiality. All information gained or work product produced by CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

13.13 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default.

concerning the same or any other provision of this Agreement.

13.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

MISSION SPRINGS WATER DISTRICT

By: _____

Print
Name _____

Title: _____

Date: _____

CONTRACTOR:

TRI-STAR CONTRACTING II, INC.

By: _____

Print
Name _____

Title: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK, PROPOSAL, AND FEE SCHEDULE

(insert behind this page)

Tri-Star Contracting II, Inc.



Item 15.

**15501 Little Morongo Rd., Desert Hot Springs,
Phone (760) 251-5454 Fax (760) 251-5458
License # 909195 A FED# 20-816-8300**

Friday, May 29, 2026

On-Call Potable Water and Sanitary Sewer Repair Services

a. Cover Letter:

Tri-Star Contracting II, Inc. is a local Desert Hot Springs class A contracting company.

Tri-Star has an extensive history of civil work in the area and an understanding of MSWD's requirements for both construction of new improvements and repair of existing improvements. We have the crews and equipment to assist MSWD in your needs for repair services and has had many instances over the years of performing these services in the past. We have reviewed the specifications, contract, and bid documents associated with this project and are ready to perform the work needed by the district.

If you have any questions, please contact Jordan Willis at 760-251-5454 or via email JWillis@tri-star.info

b. Understanding of the Project:

We have reviewed the project documents, and are confident that we will be able to perform the services requested by the district. We have the crews and equipment available for expedited response. Tri-Star has held this, and similar, contracts in the past for on-call repair services and we are familiar with the district's requirements, and expectations.

c. Company Information:

Tri-Star Contracting II, Inc. performs grading, excavation, water/sewer main, storm drain, concrete & paving.

Tri-Star Contracting II, Inc.
15501 Little Morongo Road
Desert Hot Springs , CA 92240
760-251-5454
760-251-5458 Fax
jwillis@tri-star.info

d. Skills & Licenses

Daniel Willis (Superintendent) 16 years of experience in the construction industry with a vast knowledge of all aspects of grading, excavation, sewer and water main repair and installation. Mr. Willis is confined space and trench safety and AQMD certified.

Victor Contreras (Foreman) 30+ years' experience as a heavy equipment operator and has been a lead foreman for Tri-Star Contracting II, Inc. since 2007. Mr. Contreras is 30hr OSHA certified along with confined space and trench safety and AQMD certified and oversees a crew of 4-7 operator/laborers.

Michael Carr (Foreman) 45+ years' experience as a heavy equipment operator and a lead grading foreman for Tri-Star Contracting II, Inc. since 2007 while overseeing a crew of 4-7 operators/laborers.

e. Experience and References

1. City of Desert Hot Springs - Indian Ave Road Repairs – 2023/2024

Design and reconstruct Indian Ave after Tropical Storm Hilary, including locating and re-installation of watermain, fire hydrants. Build concrete storm channel under roadway, import fill and rebuild two lane road. Concrete and pave roadway, stripping and install cable railing.

Danny Porras - Assistant City Manager/City Engineer
dporras@cityofdhs.org (760) 329-6411 ext 109

2. Mission Springs Water District – 22/23, 23/24, 24/25, 25/26 On Call Potable Water and Sanitary Sewer Repair Services

- Emergency Sewer Repairs 1st St. 4th St. 6th St 7th St Between Palm Dr & Cactus Dr - 2022-2023

Remove and replace 342' 8" Sewer Main

- Well #22 Repair – 2024

Construct 12" pipe connection to include: Cut and remove existing steel pipe, remove existing thrust block, Weld on adapter, Provide and install 15' of 12" DIP, Provide and install (1) 12" 45 bend, connect 12" 45 to existing flange, Pour new thrust block.

Eric Weck - Engineering Manager
eweck@mswd.org (760) 329-6448

3. City of Palm Desert - 2025-2026 On-Call Maint. & Repairs

- Fred Waring Storm Drain Repair 2025

Remove and replace Pipe Full Street Crossing, remove existing pipe & replace (2) 75' runs of 19' x 30"

Elliptical Class III 1350-D Rubber Gasket RCP, Sawcut & Remove asphalt full depth 4" AC over 6" Base: 8' x 80', Grind for cap and pave 2" thick: 12' x 80', Includes R&R of cobble median

- One Quail Place – Partial Pond Demo - 2025

Demo & remove ponds on site

- Mid Valley Channel Clean-up 2025

Clear all brush and debris from 5 retention basins on the North side of Gerald Ford.

Randy Chavez - Director of Public Works
rchavez@palmdesert.gov (760) 776-6462

SCHEDULE OF VALUES

Contractor must submit the following information below as part of their proposals.

EQUIPMENT DESCRIPTION	Make	Model	HOURLY RATE	OVERTIME RATE
Large Excavator	Hitachi	470	\$287.50	
Small Excavator	John Deere	85G	\$128.00	
Backhoe	John Deere	710G	\$115.00	
Service Truck	Ford	F550	\$50.00	
Dump Truck	Volvo	VLN300	\$65.00	
Air Compressor	Atlascopo		\$35.00	
Dewatering Equipment				
By-pass Pump and Hoses				
List all other equipment below				
Excavator	John Deere	245G	\$205.00	
Blade	John Deere	722G	\$185.00	
Backhoe	Caterpillar	430F	\$105.00	
Skiploader	John Deere	210	\$105.00	
Kubota	Kubota	BX23700	\$89.50	
Loader	John Deere	544L	\$120.00	
Loader	Caterpillar	966K	\$175.00	
Skid Steer	Caterpillar	289D	\$110.00	
Asphalt Roller	Caterpillar	CB214D	\$95.00	
Asphalt Zipper	Asphalt Zipper	AZ400	\$30.00	
Vacuum Trailer	Vermeer		\$139.50	
4000 Gallon Water Truck	Kenworth	T800	\$65.00	
Lowbed/Transport	Kenworth	T800	\$150.00	
Crew Trucks w/ Tools	Ford	F550/350/250/150	\$30.00	
Arc Welding Machine			\$25.00	
Arrowboard			\$25.00	
Whacker	Multiquip	MTX70HD	\$75.00	
Sweeper/Broom	Broce Broom	BB250B	125.00	

Classifications	Prevailing Wage (PW) Hourly Rate	PW - Overtime Rate (OT)	PW Double Time (DT) Rate	Contractor's Mark-Up in Percentage	Fully Burdened Rate	Fully Burdened OT Rate	Fully Burdened DT Rate
Journey person							
Group 1	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Group 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Group 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Group 4	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Group 5	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Laborers							
General Foreman	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Foreman	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Group 1 – General	\$75.09	\$98.33	\$121.57	60%	\$120.14	\$157.33	\$194.51
Group 2 – Chute Man	\$75.64	\$99.16	\$122.67	60%	\$121.02	\$158.66	\$196.27
Group 3 – Pipeline	\$76.19	\$99.98	\$123.77	60%	\$121.90	\$159.97	\$198.03
Group 4 – Pipe Layer	\$77.74	\$102.31	\$126.87	60%	\$124.38	\$163.70	\$202.99
Group 5 – Blaster	\$78.09	\$102.83	\$127.57	60%	\$124.94	\$164.53	\$204.12
Apprentice (85%)	\$59.04	\$80.07	\$101.10	60%	\$94.46	\$128.11	\$161.76
Operating Engineers	See Attached	See Attached	See Attached	See Attached	See Attached	See Attached	See Attached
General Foreman	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Foreman	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Group 1 – Oiler	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Group 8 – Universal	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Group 10 – Mechanic/Certified	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Carpenter	N/A	N/A	N/A	N/A	N/A	N/A	N/A
General Foreman	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Journeyman	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Project Manager	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Pipe Layer	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Equipment Operator	N/A	N/A	N/A	N/A	N/A	N/A	N/A

On-Call Potable Water and Sanitary Sewer Repair Services

Classifications	Prevailing Wage (PW) Hourly Rate	PW-Overtime Rate (OT)	PW Double Time (DT) Rate	Contractor's Mark-Up in Percentage	Fully Burdened Rate	Fully Burdened OT Rate	Fully Burdened DT Rate
Laborers							
Group 1	75.09	98.33	121.57	60%	120.144	157.328	194.512
Group 2	75.64	99.155	122.67	60%	121.024	158.648	196.272
Group 3	76.19	99.98	123.77	60%	121.904	159.968	198.032
Group 4	77.74	102.305	126.87	60%	124.384	163.688	202.992
Group 5	78.09	102.83	127.57	60%	124.944	164.528	204.112
Operator Engineers							
Group 3 - Bobcat/Skidsteer	104.82	137.055	169.29	60%	167.712	219.288	270.864
Group 4 - Mini Ex/ Roller	106.31	139.29	172.27	60%	170.096	222.864	275.632
Group 6 - Skiploader/Welding/Haul Truck	106.53	139.62	172.71	60%	170.448	223.392	276.336
Group 8 - Backhoe/Grade Checker/Loader	106.64	139.785	172.93	60%	170.624	223.656	276.688
Group 10 - Mechanic/Certified Welder	106.76	139.965	173.17	60%	170.816	223.944	277.072
Group 12 - Excavator/Blade	106.93	140.22	173.51	60%	171.088	224.352	277.616
Non Production Foeman (non Prevailing Wage)	84	126	168	60%	134.4	201.6	268.8
Cement Mason	80.69	104.54	128.39	60%	129.104	167.264	205.424
Teamster							
Group 3 - 2 Axel Water Truck/Dump Truck	82.03	102.965	123.90	60%	131.248	164.744	198.24
Group 5 - 4 Axel Water Truck	82.25	103.295	124.34	60%	131.60	165.272	198.944
Group 6 - 4 or more axles	82.28	103.34	124.40	60%	131.648	165.344	199.04
Apprentice (85%)	59.04	80.07	101.10	60%	94.46	128.11	161.76

Scope of Work

The Contractor shall provide all labor, equipment, materials, and supervision to perform maintenance and repair services associated with MSWD's on-call potable water and sanitary sewer repair services.

Although MSWD is attempting to identify the limits and services required, this should not unnecessarily limit the Contractor in the development of a scope it believes is necessary to meet MSWD's goals and objectives.

MSWD's water system consists of approximately 330-miles of water mains of various materials, age, and condition. Typical pipe materials include Asbestos Cement Pipe (ACP), Steel, Ductile Iron Pipe (DIP), and Polyvinyl chloride (PVC). Water mains range from 2-inch in size up to 24-inches. MSWD's main water system is broken down to eight primary elevations with 15 pressure zones within those elevations. MSWD also operates two smaller water systems within the Whitewater/North Palm Springs area. There are approximately 14,000 service connections within three water systems and are comprised of mainly copper service material with a small percentage of plastic service materials.

MSWD's wastewater collections system flows predominately by gravity to the Horton Wastewater Treatment Plant and consists of approximately 120-miles of Vitrified Clay Pipe (VCP) ranging in sizes from 8-inches to 36-inches. There are approximately 2,200 sewer manholes and 9,600 4 and 6-inch sewer connections in the wastewater system. MSWD also owns and operates two sewer lift stations.

MSWD desires to have contractors available on an on-call/emergency basis that can respond within a designated period to deal with water and sewer emergencies and any overflow repair work

The Contractor shall provide all labor, materials, equipment, and supervision to perform services which may include but not be limited to the excavation, procurement of materials, installation, backfill and paving and all other work necessary to complete the following types of work:

- The repair and construction of water steel pipe, DIP, ACP PVC, and other pipe materials ranging in size from 2-inch to 24-inch in diameter
- The repair and construction of water services, fire hydrant assemblies, and other appurtenant structures
- Dewatering of excavations
- The repair and construction of VCP material sewer mains and laterals ranging from 4-inch to 36-inch in diameter
- The repair and construction of sewer manhole and cleanouts
- The repair and construction of sewer laterals
- Bypass pumping
- Site remediation and cleaning
- Traffic Control

MSWD and Contractor agree that no specific quantity of work is guaranteed to be provided to the Contractor under the terms and conditions of this contract. MSWD does not guarantee that the Contractor will be assigned any specific project during the term of the contract. Services are to include provision of all labor, equipment, tools, supervision, and materials necessary to complete

the work. If necessary, MSWD may supply repair materials at its discretion. Unless indicated otherwise, all services provided shall be in accordance with the latest edition of the Greenbook: Standard Specifications for Public Works Construction. All work and general conditions shall be performed in accordance with the current Cal-OSHA requirements, , the State Water Resources Control Board Health Guidelines, and the American Water Works Association (AWWA) Standards. All costs for traffic control (including traffic control plan), street restoration (per applicable land use agency) and encroachment permits are the responsibility of the contractor.

Level of Maintenance

All work shall be performed in a manner commensurate with community professional standards and with an ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. Standards and frequencies may be modified as deemed necessary by MSWD for the proper maintenance and repair of the water and sewer infrastructure.

If, in the judgment of MSWD, the level of maintenance is less than that specified herein, MSWD shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Contractor and MSWD. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at MSWD's sole discretion, result in deduction of payment for that day, week, or month. Payment will be retained for work not performed until such time as the work is performed to MSWD standard.

The Contractor is required to correct deficiencies within the time specified by MSWD. If noted deficient work has not been completed, payment for subject deficiency shall be withheld and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

Workmanship and Supervision

Unless otherwise stated, Contractor shall be responsible to provide all labor and materials to allow for successful Project completion.

MSWD may choose to reimburse the Contractor for materials that need to be procured. These instances shall be analyzed on a case -by -case basis and reimbursement for materials will need to be agreed upon in the Contractor's letter proposal prior to the commencement of work.

Receipts shall be required for reimbursements for materials purchased for projects. MSWD reserves the right to specify what type of material and/or equipment will be purchased per project. All equipment and material purchases shall be preapproved by MSWD. The Contractor shall charge the actual cost of materials to MSWD plus a maximum of 15% for overhead costs associated with procurement of materials.

MSWD reserves the right to purchase materials directly and make them available to the Contractor. In the event MSWD exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all MSWD practices and procedures.
- All MSWD purchases will be for the sole expressed use of and for MSWD.
- The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives.

- All materials and inventories shall be made available to MSWD upon request. The Contractor will reduce the unit cost for each maintenance task by MSWD's actual cost for the materials provided and used.

The Contractor represents and warrants that, at all times during the contract term, Contractor shall obtain, maintain, and keep in full force and effect all licenses, permits, certifications, professional qualifications, and approval required by applicable law to perform the services under said contract.

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from the Contractor's activities. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's activities, shall be immediately reported to MSWD.

The Contractor shall, at its sole responsibility, remove and properly dispose of all debris arising from or related to the performance of the services described in this Scope of Work.

All work performed under this contract shall be performed in such a manner as to provide maximum safety for the public and, where applicable, comply with all safety standards required by CAL-OSHA. MSWD reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

The supervisor or person in charge and on site of any MSWD project shall have a smart phone capable of email.

The Contractor shall ensure that, at all times during work on any MSWD assigned project, an on-site supervisor who is fluent in English is present.

Working Hours

Normal working hours shall be between the hours of 7:00 AM and 3:30 PM, Monday through Friday, unless otherwise stated by MSWD for emergency or standby services. The Contractor is subject to being contacted 24 hours a day, 7 days a week, 365 days a year to perform emergency repairs. These representatives for the Contractor shall respond to said emergency within two (2) hours from receiving notification. The Contractor shall notify MSWD immediately of any changes to the Contractor's representation.

Contractor's Office

The Contractor shall designate a project supervisor or person in charge at all times and provide MSWD with written notice of such designation. The designated individual shall be available throughout the duration of the work.

The Contractor shall also provide the names and telephone numbers of at least two (2) qualified personnel available during emergency conditions and capable of mobilizing to the job site within two (2) hours of notification.

Unless otherwise stated by MSWD, there will be no on-site storage of equipment or materials on MSWD property or at District sites. Contractors will have full responsibility for maintaining an office and a storage facility. All vehicles and equipment used in conjunction with the work shall be

maintained in a neat, clean, orderly manner and shall be in good working order. MSWD may reject any vehicle or piece of equipment and order it removed if deemed unsafe.

Equipment

All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, and orderly manner and shall be in good working order. MSWD may reject vehicles or equipment and order it removed at their discretion.

Street Closures, Detours, Barricades

Contractor shall be responsible for all traffic control and barricades necessary to perform the scope of work. Warning signs, lights, and devices shall be installed and displayed in compliance with the current edition of the "California Manual on Uniform Traffic Control Devices" (CA MUTCD) and "Work Area Traffic Control Handbook" (WATCHBOOK) for use in performance of work upon highways issued by the State of California, Department of Transportation.

Permits

The Contractor shall be responsible for obtaining permits where required by federal, state, or local agencies as it pertains to the work being conducted.

Underground Excavations

The Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor should contact MSWD and Underground Service Alert (www.digalert.org) or call (811) at least forty-eight (48) hours before commencing any excavation, to locate underground service lines.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

EXHIBIT “C”
GENERAL CONDITIONS
(insert behind this page)

SECTION 2.1
of
GENERAL CONDITIONS

DEFINITIONS, TERMS, ABBREVIATIONS

2.1.01 Definitions - Wherever used in the Contract Documents, the following shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

Acceptance, Final Acceptance - The formal action by the Owner accepting the Work as being complete.

Accepted Bid - The bid (proposal) accepted by the Owner.

Addenda - Written or graphic instruments issued prior to the opening of sealed bids, which modify or interpret the Contract Documents and Drawings by additions, deletions, clarifications or corrections.

Agreement - The written agreement (contract) executed between the Owner and the Contractor covering the performance of the Work.

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

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

Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

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

Contract Documents - The Contract Documents, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Insurance Certificates, Notice of Award, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Detailed Technical Provisions, Drawings, and Addenda.

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

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

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

Detailed Technical Provisions - A part of the Contract Documents consisting of written descriptions of the technical nature of materials, equipment, construction system, standards and workmanship.

Drawings - The part of the Contract Documents, which show the characteristics, and scope of the Work to be performed and which have been prepared or approved by the Engineer.

Engineer - The person, firm or corporation named as such in the Contract Documents.

Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Laboratory - The laboratory authorized by the Owner or the Owner's representative to test materials and work involved in the Project.

Manufacturer - A person, firm or corporation that fabricates, processes, or creates from raw materials or component parts, materials or equipment to be incorporated into the Project.

Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Owner's Representative - The person, consultant, or engineering firm authorized by the Owner to represent him during the performance of the Work by the Contractor and until final acceptance. The Owner's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's Representative means the Owner's representative or his assistants.

Project - The undertaking to be performed as provided in the Contract Documents.

Resident Project Representative - The authorized representative of the Owner who is assigned to the Project site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

Special Conditions - Modifications to Detailed Technical Provisions.

Specifications - The General Conditions, Supplemental General Conditions, Special Conditions, and Detailed Technical Provisions of these Contract Documents.

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

Supplemental General Conditions - Modifications to General Conditions that are specifically applicable to this Project.

Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Utility - Public or private fixed works for the transportation of fluids, gases, power, signals or communications.

Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

2.1.02 Terms - Wherever used in the Contract Documents, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Owner's Representative is intended. Similarly, the terms "approved", "acceptable", "satisfactory", "or equal", or terms of like import shall mean approved by or acceptable to or satisfactory to the Owner's Representative, unless otherwise expressly stated.

The word "provide" shall be understood to mean furnish and install.

2.1.03 Abbreviations - Whenever used in the Contract Documents, the following abbreviations shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAU, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CPR	Certified Payroll Records
DIR	California Department of Industrial Relations
IEEE	Institute of Electrical and Electronics Engineers
LCP	Labor Compliance Program
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or USAS	United States of America Standards Institute (now ANSI)

SECTION 2.2
of
GENERAL CONDITIONS

ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS

2.2.01 SECTION NOT USED.

2.2.02 SECTION NOT USED.

SECTION 2.3
of
GENERAL CONDITIONS

SCHEDULES, REPORTS AND RECORDS

2.3.01 A preconstruction conference will be held prior to commencement of the Work. Attendees shall be the Contractor, his Subcontractors, if applicable, the Owner, the Engineer, representatives of Federal, State or local regulatory or enforcement agencies, and any other parties deemed appropriate by the Owner.

2.3.02 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

2.3.03 Prior to the start of construction, the Contractor shall submit a construction progress schedule to the Engineer for approval. Said schedule shall include, but is not limited to, the following information: Contractor's name, address and telephone number; project/contract number; date prepared; Engineer's name; Owner's name; date of Notice to Proceed; contract completion date; and, list of all important activities, including construction and material delivery, with starting and ending dates for each activity.

The schedule shall be prepared so that the Contractor can update it when significant changes in an activity time and/or completion time occur, as the Engineer may direct. After the Engineer approves the schedule, one (1) electronic copy shall be furnished to the Engineer for distribution. All costs for schedule preparation and printing are included in the Contractor's Bid.

The Engineer reserves the right to alter said schedule to prevent excessive public nuisance or to exclude areas where rights-of-way acquisition might still be in progress or provide timely facilities for testing and connection to other installations dependent upon this project.

2.3.04 Prior to starting construction, the Contractor shall submit to the Engineer for his approval a detailed breakdown of his cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Engineer to determine partial payments.

2.3.05 Prior to the start of construction, the Contractor shall submit the dates at which special drawings will be required and the respective dates when applicable for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

SECTION 2.4
of
GENERAL CONDITIONS

DRAWINGS AND SPECIFICATIONS

2.4.01 SECTION NOT USED.

2.4.02 SECTION NOT USED.

2.4.03 SECTION NOT USED.

2.4.04 SECTION NOT USED.

SECTION 2.5
of
GENERAL CONDITIONS

SHOP DRAWINGS/MATERIAL SUBMITTALS

2.5.01 SECTION NOT USED.

2.5.02 SECTION NOT USED.

2.5.03 SECTION NOT USED.

2.5.04 SECTION NOT USED.

SECTION 2.6
of
GENERAL CONDITIONS

MATERIALS, SERVICES AND FACILITIES

2.6.01 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

2.6.02 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. The Contractor shall be entirely responsible for damage or loss to material and equipment until the Work has been completed by the Contractor and accepted by the Owner.

2.6.03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.6.04 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

2.6.05 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.6.06 Whenever under this Agreement it is provided that the Contractor shall furnish materials or manufactured articles, or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the Work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the Work as a whole or in part.

2.6.07 All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified.

SECTION 2.7

of
GENERAL CONDITIONS

INSPECTION AND TESTING

2.7.01 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

2.7.02 The Owner shall provide all inspection and testing services not required by the Contract Documents. Performance of these tests and all costs will be borne by the Owner; except, the cost of any test which shows unsatisfactory results shall be borne by the Contractor.

2.7.03 The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

2.7.04 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall pay for all inspection fees imposed by public agencies other than the Owner.

2.7.05 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

2.7.06 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

2.7.07 If any Work is covered contrary to the written instructions of the Engineer or work done for which the Contractor has not requested and received inspection, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

2.7.08 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure,

observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

2.7.09 Upon request of the Engineer, the Contractor shall furnish certification of compliance that fabricated or manufactured products conform to the standards of the industry as specified in these Contract Documents and that said fabricated or manufactured products were fabricated or manufactured under the quality control standards of the stated specifications of these Contract Documents.

SECTION 2.8
of
GENERAL CONDITIONS

SUBSTITUTIONS

2.8.01 Whenever a material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

2.8.02 The Contractor's use of approved substitutions or equals shall not relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from providing or using approved substitutions or equals where they affect the adjoining or related work, including the expense of required engineering, redesigning, drafting and permits, where necessary, whether the Owner's approval is given before or after receipt of Bids.

The Contractor shall bear the cost of all engineering work associated with the review of submittals for substitutions and equals. The Contractor shall approve the engineering costs prior to the performance of the engineering work using the form entitled "Authorization of Engineering Costs for the Evaluation of Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the submittal review until authorization is given. If the Contractor does not provide this authorization, the submittal will be rejected.

Engineering costs associated with redesign of adjoining or related work due to Substitutions or Equals shall be approved in writing by the Contractor prior to the performance of the work. The Contractor shall approve the cost of the engineering work using the form entitled, "Authorization of Engineering Costs for Redesign due to Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the redesign until the authorization is given. If the Contractor does not provide this authorization, the submittal, which created the need for redesign, shall be rejected.

SECTION 2.9
of
GENERAL CONDITIONS

INTELLECTUAL PROPERTY, PATENTS, ROYALTIES AND INDEMNIFICATION

2.9.01 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, including attorney's fees, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

2.9.02 Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the District and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the District, or any of its officers, agents, members, employee authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.

This indemnity provision is in addition to all other defense, hold harmless and indemnity clauses in the Contract Documents and shall survive Final Completion and termination of the Contract. If the District is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the District, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the District, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual

property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.

SECTION 2.10
of
GENERAL CONDITIONS

SURVEYS, PERMITS, REGULATIONS

2.10.01 SECTION NOT USED.

2.10.02 SECTION NOT USED.

2.10.03 SECTION NOT USED.

SECTION 2.11
of
GENERAL CONDITIONS

PROTECTION OF WORK, PROPERTY
AND PERSONS

2.11.01 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.11.02 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction, including the applicable provisions of the California Occupational Safety and Health Act of 1973, Part 1, Division 5, of the Labor Code §6300 et. seq. and the Construction Safety Orders of the Division of Industrial Safety. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

2.11.03 The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.11.04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

2.11.05 Until the formal acceptance by the Owner of the performance of the Contractor hereunder, either by furnishing equipment and/or materials or by performance of Work, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of that which he is to provide or complete hereunder occasioned by any of the above causes before completion and acceptance and shall bear the expense thereof. In case

of suspension of Work from any cause whatsoever, the Contractor shall be responsible for all equipment and/or materials then upon Owner property and shall properly store them, if necessary, and shall erect temporary structures where necessary in so doing. Nothing in these Contract Documents shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon Owner's real property, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

2.11.06 Prior to the beginning of any work, the Contractor shall obtain, at its sole expense, all permits required by the California Division of Occupational Safety and Health (Cal/OSHA) for permit-required activities associated with the Project and shall provide copies of such permits to the Owner upon request.

2.11.07 In accordance with Government Code Section 4216 and following, Contractor shall notify Underground Service Alert at least two days prior to excavation with a description of the area to be excavated to determine if any participant has a subsurface installation in the area.

2.11.08 The Contractor shall not commence any excavation over five (5) feet in depth until he has submitted to the Owner 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 any such excavation and such plan has been accepted by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated. If such plan varies from the shoring system standards promulgated by the Department of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed and paid by the Contractor. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing contained in this article shall be construed as relieving the Contractor of full responsibility for providing shoring, bracing, sloping, or other provisions, which are adequate for worker protection.

2.11.09 A working platform for any scaffolding swung or suspended from an overhead support more than ten (10) feet above the ground, floor or area in which an employee on the scaffolding might fall, shall have a safety rail of wood or other equally rigid material of adequate strength; such rail shall be in compliance with the applicable orders of the Division of Industrial Safety.

The suspended scaffolding shall be fastened so as to prevent the same from swaying from the building, or structure, or other object being worked on from such scaffolding. All parts of such scaffolding shall be of sufficient strength to support, bear, withstand with safety, any weight of persons, tools, appliances or materials which might reasonably be placed on it or which are to be supported by it.

In addition to the duties imposed by any law regulating or relating to scaffolding, the Contractor who uses scaffolding in connection with the construction, alteration, repairing, painting, cleaning, or doing of any work upon any building or structure shall furnish safety lines to tie all hooks and hangers back on the roof of such building or structure and provide safety lines hanging from the roof, securely tied thereto, for all swinging scaffolds which rely upon stirrups of the single point of suspension type to support the working platform. One such line shall be provided for each workman with a minimum of one line between each pair of hangers or falls.

Platforms or floors of scaffolding shall be not less than fourteen (14) inches in width and shall be free from knots or fractures impairing their strength.

The use of lean-to scaffolds, sometimes known as jack scaffolds, as support for scaffolds is prohibited.

2.11.10 In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect, as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever notice is required to be given by the Owner or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

2.11.11 The Contractor shall not load nor permit any part of any structure to be loaded with any weights that will endanger the structure, nor shall subject any part of the Work to stresses or pressures that will endanger it.

2.11.12 The Contractor will be required to certify that he has an Injury, Illness Prevention Plan for his company as required by Labor Code Section 6401.7.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones and carried by the supervisor of the work being performed.

The Contractor shall provide assurance to the District that all equipment has proper permits issued by the South Coast Air Quality Management District, or the local air quality district.

In addition, the Contractor shall be required to post notices required by Proposition 65 for any hazardous chemicals listed by the State Health Department, which are brought onto the property as part of the construction program.

2.11.13 Any public works contract of a local public entity, which involves digging trenches or other excavations that extend deeper than four feet below the surface, shall contain a clause, which provides the following:

- a. That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
 - c. That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.
 - d. Differing Conditions shall not include:
 - 1. All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;
 - 2. All that could be seen on Site;
 - 3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.
 - 4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
 - e. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the District's investigation of potential Differing Conditions.
 - f. Failure by Contractor to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

SECTION 2.12
of
GENERAL CONDITIONS

SUPERVISION BY CONTRACTOR

2.12.01 The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

2.12.02 The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work, and whenever the Engineer shall notify the Contractor that any man on the Work is, in his opinion, incompetent, unfaithful, intemperate, or disorderly or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person on the Work representing the Owner, or is otherwise unsatisfactory, such man shall be discharged immediately from the Work and shall not be re-employed upon it except with the consent of the Engineer. Such discharge shall not be the basis of any claim for damages against the Owner or his agents.

2.12.03 In the event that the Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the District Representative, at least seven days prior to engaging the person, an Experience Statement form for the District's review and acceptance. Any proposed substitution is subject to the approval of the District Representative based upon qualifying experience on similar projects as set forth in the bid documents for the project. Failure to obtain the District's acceptance shall not constitute a cause for delay. In addition, the District may issue an order to stop the work under these General Conditions until such time as the Contractor engages persons possessing skills and qualifications acceptable to the District.

2.12.04. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or Contractors, then Contractor shall require the Subcontractor to:

1. coordinate its Work with the dependent work;
2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
3. supply and install items to be built into dependent work of others;
4. make provisions for dependent work of others;
5. examine dependent drawings and specifications and submittals;
6. examine previously placed dependent work;
7. check and verify dependent dimensions of previously placed work;
8. notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and

9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

2.12.05. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the District in accordance with the terms of the Contract, but nothing herein contained shall be taken to relieve Contractor of any of its obligations or liabilities under the Contract, or of performing its required detailed direction and supervision.

2.12.06. Contractor shall at all times permit the District, its agents and authorized representatives to: (i) visit and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject the Work if it does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the District.

2.12.07. Whenever Contractor desires to perform Work outside regular working hours, Contractor shall give notice to the District of such desire and request and obtain the District's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the District may make the necessary arrangement for testing and inspection.

2.12.08. If Contractor receives a written notice from the District that a Clarification is forthcoming from the District, all Work performed before the receipt of the Clarification shall be coordinated with the District to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the District's written notice but before receipt of the Clarification and not so coordinated shall be at Contractor's risk.

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

SECTION 2.13
of
GENERAL CONDITIONS

CHANGES IN THE WORK

2.13.01 This Agreement may not be altered in whole or in part except by modification in writing and properly executed by all parties hereto or by a change order.

2.13.02 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

2.13.03 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

SECTION 2.14
of
GENERAL CONDITIONS

CHANGES IN CONTRACT PRICE

2.14.01 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices. Original bid items. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant, the Owner shall review the unit price to determine if a new unit price should be negotiated.
- b. An agreed lump sum.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

When all or any part of the work covered by Change Order is performed by any of the Contractor's Subcontractors, the markups established in this section shall be applied to the Subcontractor's actual cost of such work, to which a markup of five (5) percent on the subcontracted portion of the work may be added by the prime Contractor.

SECTION 2.15
of
GENERAL CONDITIONS

TIME FOR COMPLETION AND
LIQUIDATED DAMAGES

2.15.01 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on or before a date specified in the Notice to Proceed. The Contractor should be aware that time is of the essence for this project.

2.15.02 The Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

2.15.03 If the Contractor shall fail to complete the Work within the Contract Time, or requests for extension of time approved by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

2.15.04 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- a. To any preference, priority or allocation order duly issued by the Owner.
- b. If delays are caused by unforeseen events beyond the control of both the Contractor and the Owner, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, labor, required "extra work," or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

- c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 2.15.04a and 2.15.04b of this article.

- d. If delays beyond the Contractor's control are caused by reasons other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interests of the Owner, an extension of time may be granted, but the Contractor shall not be entitled to damages or additional payment due to such delays.

If delays beyond the Contractor's control are caused solely by action or inaction by the Owner, such delays will entitle the Contractor to an extension of time.

- e. Extensions of time, when granted, will be based upon the effect of delays on the project as a whole and will not be granted for noncontrolling delays to minor included portions of work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole.
- f. If the Contractor desires payment for a delay or an extension of time, he shall, within thirty (30) days after the beginning of the delay, file with the Owner a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least fifteen (15) days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such request.

2.15.05 In case the Work called for under this Contract is not completed within the time limit stipulated herein, the Owner shall have the right, in lieu of assessing liquidated damages, to extend the time of completion thereof. If the time limit be so extended, the Owner shall have the right to charge to the Contractor and to deduct from the final payment for the Work, the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate and the cost accruing by reason of unavoidable delays shall not be included in such charges.

SECTION 2.16
of
GENERAL CONDITIONS

CORRECTION OF WORK

2.16.01 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

2.16.02 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

SECTION 2.17
of
GENERAL CONDITIONS

SUBSURFACE CONDITIONS AND
EXAMINATION OF CONTRACT DOCUMENTS

2.17.01 The Contractor represents that he has carefully examined the Contract Documents and the site where the Work is to be performed and that he has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may affect performance of the Work in any manner. The Contractor further represents that he has studied all surveys and investigation reports governing subsurface and latent physical conditions pertaining to the job site; that he has performed such additional surveys and investigations as he deems necessary to complete the Work at the Contract Price; and, that he has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a Bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered and as to the character, quality and scope of the Work.

2.17.02 The Drawings for the Work show conditions as they are supposed or believed by the Engineer to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions actually exist. The Owner and the Engineer shall not be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown in the Drawings and the actual conditions revealed during the progress of the Work or otherwise.

Where the Owner or the Engineer or their consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, the Contractor may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the Engineer.

The records of such investigations are not a part of the Agreement and are shown solely for the convenience of the Contractor. It is expressly understood and agreed that the Owner, the Engineer and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations; the records thereof; or of the interpretations set forth therein or made by the Owner's consultants, the Engineer or his consultants in the use thereof by the Engineer, and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked for developments may not occur, or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the Owner, the Engineer or their consultants is included with the Drawings, it is expressly understood and agreed that said log of test borings does not constitute a part of the

Agreement, represents only the opinion of the Owner or the Engineer or their consultants as to the character of the materials encountered by them in the test borings, is included in the Drawings only for the convenience of the Contractor, and its use is subject to all of the conditions and limitations set forth in this article.

2.17.03 The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of Section 2.17.01 and the Contractor is cautioned to make such independent investigations and examinations as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the Work.

2.17.04 No information derived from such inspection of records of investigations or compilation thereof made by the Owner, Engineer, or their consultants will in any way relieve the Contractor from any risk or from properly fulfilling the terms of the Agreement.

SECTION 2.18
of
GENERAL CONDITIONS

SUSPENSION OF WORK,
TERMINATION AND DELAY

2.18.01 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.18.02 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

2.18.03 Where the Contractor's services have been terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.

2.18.04 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit. The Owner's authority and responsibility with respect to termination for convenience of owner or upon breach of contract are set forth in more detail in Section 2.35 of these General Conditions.

2.18.05 If, through no act or fault of the Contractor, the entire Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or by request of litigation relating to the Project, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

2.18.06 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

SECTION 2.19
of
GENERAL CONDITIONS

PAYMENTS TO CONTRACTOR

2.19.01 SECTION NOT USED

2.19.02 SECTION NOT USED

2.19.03 SECTION NOT USED

2.19.04 SECTION NOT USED

2.19.05 SECTION NOT USED

2.19.06 SECTION NOT USED

2.19.07 SECTION NOT USED

2.19.08 SECTION NOT USED

SECTION 2.20
of
GENERAL CONDITIONS

ACCEPTANCE OF FINAL
PAYMENT AS RELEASE

2.20.01 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

SECTION 2.21
of
GENERAL CONDITIONS

INSURANCE

2.21.01 The Contractor shall not commence any work under the Contract Documents until he obtains at his own expense all required insurance. Such insurance must have the approval of the Owner as to Company, limits, form and amount. The Contractor shall not permit any Subcontractor to commence work on the Project until the Subcontractor has also complied with these insurance requirements. The types of insurance, which the Contractor shall secure and maintain for the full Contract time, are Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Builder's Risk "All Risk" Insurance, and Contractor's Pollution Liability Insurance as hereinafter specified. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Contract Documents.

All policies required by this Section shall be primary insurance as to the Owner so that coverage held by the Owner will not contribute to any loss under the Contractor's insurance using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

Premiums for said insurance shall be paid for by the Contractor.

2.21.02 Before commencing any work, the Contractor shall submit written evidence that he and all Subcontractors have obtained for the Contract time full Worker's Compensation Insurance coverage, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Owner, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the named insured for the Owner; this provision applies regardless of whether or not the Owner has received a waiver of subrogation from the insurer.

2.21.03 Before commencing any work, the Contractor shall procure for the entire Contract time full Commercial General Liability Insurance, Automobile Liability Insurance coverage, and Contractor's Pollution Liability as hereinafter specified. Such insurance shall insure the Contractor and all Subcontractors for all claims for personal injury, including sickness and death, and all claims for destruction of or damage to property, including loss of use, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under the Contractor, or by anyone directly or indirectly employed by the Contractor or by any Subcontractor.

Such Commercial General Liability Insurance shall be written with a limit of liability of not less than five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the

policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit. Should the Contractor maintain insurance coverage exceeding the specified amount, any such additional coverage shall still benefit the Owner.

Such Commercial General Liability Insurance shall also be written for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

Such Automobile Liability Insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, including sickness and death, at any time resulting therefrom, sustained by any one person in any one occurrence, and a limit of liability of not less than two million dollars (\$2,000,000) aggregate for any such damages sustained by two or more persons in any one occurrence. Such automobile liability insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District.

Coverage for Commercial General Liability Insurance, Contractor's Pollution Liability Insurance and Automobile Liability Insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 00 01).
- b. Insurance Services Office (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c. Excess Liability Insurance (if necessary) - The limits of insurance required in this agreement may be satisfied by a combination of primary, umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured.

Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officers, employees, agents and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, administration and defense expenses.

The Commercial General Liability Insurance policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

The policy for such insurance shall include contractual coverage sufficiently broad to cover the Contractor's indemnification agreement contained in Section 2.24 excepting 2.24.04 of these General Conditions. The District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 11 85; or both CG 20 10 10 01 and CG 20 37 10 01 (or the CG 20 10 07 04 and CG 20 37 07 04 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the District for all work performed by the Contractor, its employees, agents and subcontractors. this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

2.21.04 Until the completion and final acceptance by the Owner of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

If applicable, the Contractor shall provide and maintain **Builder's Risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Owner. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The policy shall be endorsed with Owner, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Owner

or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Owner. The policy must specify that coverage is to include all materials and equipment to be incorporated in the Project while at the construction site and while in transit.

Such policy shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District. A maximum deductible amount of five thousand dollars (\$5,000.00) on all perils will be allowed. Also, the insurer shall waive all rights of subrogation.

If the Owner determines not to require the Contractor to procure such insurance, the Contract price shall be reduced by the amounts set forth in the bid items for the premium for such insurance.

If the Owner determines to require the Contractor to procure such insurance, such insurance shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The policy or policies for such insurance may provide for a deductible amount not to exceed five (5) percent of the Contract price. As provided in Section 7104 of the Public Contracts Code, the Contractor is responsible for the cost of repairing or restoring work up to five (5) percent of the contract amount.

2.21.05 Contractor shall furnish the Owner with copies of certificates and amendatory endorsements affecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages, required by these specifications, at any time. Failure to continually satisfy the insurance requirements is a material breach of contract.

Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's Contracts Analyst. Carrier(s) shall have an A.M. Best rating of no less than an A: VII or better.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the Commercial General Liability declarations or

endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include required provisions. The District reserves the right to obtain complete, certified copies of all required insurance policies at any time and the Contractor shall provide the same within five (5) days of such request. Failure to continually satisfy the insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least ten (10) years after completion of the project. The Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expires during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

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

The District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

SECTION 2.22
of
GENERAL CONDITIONS

CONTRACT SECURITY

2.22.01 The Contractor shall within thirty (30) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond in penal sum equal to the amount of the Contract Price and a Payment Bond in penal sum equal to one-hundred (100) percent of the amount of the Contract Price, requiring the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the payment by the Contractor to all subcontractors, persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

2.22.02 Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and by California law. The expense of these Bonds shall be borne by the Contractor. Bonds to be placed with insurers with a current A.M. Best's rating of no less than A: VII or better.

2.22.03 If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall they be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

2.22.04 The Performance Bond and the Payment Bond must remain in effect throughout the period for performance of the Work and through the time of final payment by the Owner, and the Performance Bond must remain in effect for a period of one (1) year from the date of approval of the work by the Board of Directors of Owner, which is the period of the Contractor's warranty, or as modified under the Supplemental General Conditions. If a change order results in an increased contract amount, an updated bond must be submitted to reflect the revised total contract value.

SECTION 2.23
of
GENERAL CONDITIONS

ASSIGNMENTS AND BANKRUPTCY

2.23.01 The Contractor shall not sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

2.23.02 In the event of bankruptcy of the Contractor, whether voluntary or involuntary, this Agreement is automatically terminated, and the Contractor is entitled to no further payments over and above the reasonable value of the actual work completed at that time.

SECTION 2.24
of
GENERAL CONDITIONS

INDEMNIFICATION

2.24.01 The Contractor and any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable during the term of this agreement and associated with the work performed thereunder, will indemnify, defend and hold harmless the Owner and any of their directors, independent contractors, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, but not including the sole or active negligence or willful misconduct of the Owner.

Each of the indemnified parties named in this Section shall be entitled to designate the attorney of their choice and indemnitor agrees to keep Owner's attorney advised as to the status of all claims, damages, losses, expenses and litigation which may arise hereunder.

2.24.02 In any and all claims against the Owner or any of their directors, independent contractors, agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

2.24.03 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

2.24.04 The Contractor shall indemnify, defend and save the Owner, the Owner's Representative, the Engineer, their consultants, and each of their directors, independent contractors, officers, employees and agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Agreement, including but not limited to, Contractor's failure to complete any portion of the Work by the time specified in the Contract Documents. Such costs, expenses, and damages shall include all costs incurred by the Owner, the Owner's Representative, the Engineer, and their consultants to defend against any claims, stop notices, or lawsuits based thereon in which any of them is made a party.

Each of the indemnified parties named in this section shall be entitled to designate the attorney of their choice and the indemnitor agrees to pay the fee of each such attorney so designated.

SECTION 2.25
of
GENERAL CONDITIONS

SEPARATE CONTRACTS

2.25.01 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

2.25.02 The Owner may perform additional Work related to the Project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.25.03 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 2.14, 2.15, and 2.18.

SECTION 2.26
of
GENERAL CONDITIONS

SUBCONTRACTING

2.26.01 SECTION NOT USED.

2.26.02 SECTION NOT USED.

2.26.03 SECTION NOT USED.

2.26.04 SECTION NOT USED.

2.26.05 SECTION NOT USED.

2.26.06 SECTION NOT USED.

SECTION 2.27
of
GENERAL CONDITIONS

ENGINEER'S AUTHORITY

2.27.01 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

2.27.02 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

2.27.03 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

2.27.04 The Engineer shall promptly make decisions relating to interpretation of the Contract Documents.

2.27.05 Any plan or method of Work suggested by the Engineer but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner shall assume no responsibility therefor.

2.27.06 Engineer's authority and responsibility with respect to Resident Project Representation are as set forth in Section 2.33 of these General Conditions.

SECTION 2.28
of
GENERAL CONDITIONS

LAND AND RIGHTS-OF-WAY

2.28.01 Prior to issuance of Notice to Proceed, the Owner shall obtain land and all work shall be performed within existing public rights-of-way for carrying out the Work to be performed pursuant to the Contract Documents. Right-of-way limits are shown on the Drawings.

2.28.02 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

2.28.03 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

2.28.04. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the District to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the District.

2.28.05. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.

2.28.06. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part of the Work or adjacent property to stresses or pressures that will endanger it.

2.28.07. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

SECTION 2.29
of
GENERAL CONDITIONS

GUARANTEE

2.29.01 The Contractor shall guarantee that all materials and equipment furnished will be new unless otherwise specified.

2.29.02 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance by the Board of Directors of Owner. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance by the Board of Directors of Owner that the completed work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guarantee period.

SECTION 2.31
of
GENERAL CONDITIONS

TAXES

2.31.01 The Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening including, but not limited to, all sales, consumer, use and other similar taxes assessed by Federal, State or local authorities where the Work is performed.

2.31.02 The terms of these Contract Documents may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to these Contract Documents, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 2.32
of
GENERAL CONDITIONS

CONFLICT

2.32.01 SECTION NOT USED.

2.32.02 SECTION NOT USED.

SECTION 2.33
of
GENERAL CONDITIONS

RESIDENT PROJECT REPRESENTATIVE

2.33.01 The Engineer will furnish a Resident Project Representative and Assistants to assist the Engineer in carrying out his responsibilities at the Project sites. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and Assistants are herein set forth.

2.33.02 The Resident Project Representative is the Engineer's agent and will act as directed by and under the supervision of the Engineer. He will confer with the Engineer regarding his actions. His dealings in matters pertaining to the on-site Work shall, in general, be only with the Engineer and the Contractor. His dealings with Subcontractors shall only be through or with the full knowledge of the Contractor or his superintendent. He will generally communicate with the Owner only through or as directed by the Engineer.

2.33.03 The duties and responsibilities of the Resident Project Representative will be as follows:

- a. Schedules - Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with the Engineer concerning their acceptability.
- b. Conferences - Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- c. Liaison -
 - (1) Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the Engineer in serving as Owner's liaison with the Contractor when Contractor's operations affect Owner's on-site operations.
 - (2) As requested by the Engineer, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the Work.
 - (3) Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from the Owner or others, except instructions transmitted through the Engineer or himself.

- d. SECTION NOT USED
- e. SECTION NOT USED
- f. Interpretation of Contract Documents - Transmit to the Contractor the Engineer's clarifications and interpretations of the Contract Documents.
- g. Modifications - Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.
- h. Records -
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - (2) Keep a diary or logbook, recording hours on the job site, weather conditions, data related to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
 - (3) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials.
- i. Reports -
 - (1) Furnish Engineer periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- j. Payment Requisitions - Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site.
- k. Guarantees, Certificates, Maintenance and Operation Manuals - During the course of the Work, verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Engineer for his review and forwarding to the Owner prior to final acceptance of the Project.

1. Completion -

- (1) Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- (2) Conduct final inspection in the company of the Engineer, Owner and Contractor and prepare a final list of items to be corrected.
- (3) Verify that all items on the final list have been corrected and make recommendations to the Engineer concerning acceptance.

2.33.04 Except upon written instructions of the Engineer, the Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- c. Expedite Work for the Contractor.
- d. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- f. Authorize the Owner to occupy the Project in whole or in part.
- g. Participate in specialized field or laboratory tests.

SECTION 2.34
of
GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

2.34.01 The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or Agreement for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, defend and indemnify the Owner, the Engineer, and all of its and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the Owner, the Contractor shall bear all costs arising therefrom.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. Wages to be paid for a day's work to all classes of laborers, workers, or mechanics on the work contemplated by the contract, shall be not less than the prevailing rate for a day's work in the same trade or occupation on the locality within the State where the work hereby contemplated is to be performed as determined by the State of California Director of Industrial Relations pursuant to his authority under Labor Code section 1720 et. seq. Each laborer, worker, or mechanic employed by a Contractor or by any Subcontractor shall receive the wages herein provided for. The Contractor shall pay up to two hundred (\$200.00) per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to the worker. NOTE: an error on the part of the awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code section 1720 – 1781 and 1813 – 1815.
- b. In accordance with Sections 1773.1 and 1773.8 of the Labor Code the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et. seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the Owner, forfeit up to twenty-five (25) Dollars for each workman employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours per day at not less than 1.5 times the base rate of pay (or 2 times base rate on Sunday/Holidays), in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is responsible for compliance with Labor Code Section 1777.5 and the California Code of Regulations 230 – 230.2 for all apprenticeable occupations, whether employed by the Contractor or by the Subcontractors. Included in these requirements is the Contractor's requirement to provide notification to the appropriate apprenticeship committees, pay training fund contributions, utilize apprentices in a minimum ratio of not less than once apprentice for each five journeyman hours (unless an exception is granted in accordance with Labor Code 1777.5) and/or request for the dispatch 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.

Willful violations of Section 1777.5 will result in a forfeiture of \$100.00 for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

- f. Attention is directed to the provisions of Labor Code 1725.5 requiring all contractors and subcontractors who bid or work on a public works project to be registered with the Department of Industrial Relations (DIR) via its online portal: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

2.34.02 In the event of any legal or equitable proceeding to enforce the terms or conditions of this Agreement, the parties agree that venue shall be in the judicial district in which the office of the Owner is located.

2.34.03 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

All clauses contained in the Contract Documents shall be interpreted in a manner, which renders them valid under applicable provisions of State, and Federal law where a consistent interpretation is possible.

2.34.04 In the event any arbitration proceeding, administrative proceeding or litigation in law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions or performance of this Agreement, the prevailing party shall be entitled to the award of a reasonable attorney's fee and the costs of the proceeding, which shall be determined by the Court or the presiding officer at the proceeding, authorized to make a determination of the issues at the hearing level, or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

If any party to this Agreement becomes a party to any litigation, administrative proceeding or arbitration concerning the enforcement or interpretation of the provisions of this Agreement or the performance of this Agreement by reason of any act or omission of another party or authorized representatives of another party to this Agreement and not by any act or omission of the party that becomes a party to that proceeding or any act or omission of its authorized representatives, the party that causes another party to become involved in the proceeding shall be liable to that party for reasonable attorney fees and costs of the proceeding incurred by that party in the proceeding. The award of reasonable attorney fees and costs shall be determined as provided above.

In the event opposing parties have each prevailed on one or more causes of action actually contested or admitted by pleadings or prehearing documents on file, the presiding officer may offset such fees and costs between prevailing parties after considering the necessity of the proceeding and the importance of the issue or issues upon which a party has prevailed.

2.34.05 It shall be the responsibility of the contractor to maintain an accurate payroll record showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code 1776, and to insure that each subcontractor on the project also complies with all provisions of Labor Code 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall submit to the Agency's designated Labor Compliance Officer a copy of Certified Payroll Records as enumerated by Labor Code 1776 for the Contractor's, as well as Subcontractor's, employees working on the project work. The Agency shall make no payment to the Contractor until the certified records are received by the Agency's designated Labor Compliance Administrator/Department/Division. Each contractor performing work under contract shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776. Contractor and Subcontractor shall keep accurate project records such as Daily Logs and Reports and may be asked to provide copies of such records per the State of California Public Records Act, Government Code section 6250 – 6276.48. Pursuant to SB854, all public works contractors and subcontractors shall also furnish electronic certified payroll records directly to the Labor Commissioner. For all projects awarded on or after April 1, 2015, the contractors and

subcontractors must furnish electronic certified payroll records to the Labor Commissioner using the online portal: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the contractor and/or subcontractor and the name, address and telephone number of all employees do not appear on the modified records.

Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten (10) days of the date a written request for payroll records has been received.

Failure of contractor to comply with any provision of this Section or Labor Code 1776 within ten (10) days of the date a written request for compliance is received shall result in a forfeiture of up to one hundred dollars (\$100.00) per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Owner shall withhold penalties under this Section or Labor Code 1776 from the contractor's progress payments then due.

2.34.06 By entering into this contract or any subcontract pursuant to this contract, the Contractor and each Subcontractor who performs work or supplies goods, services or materials hereby offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Federal or State Anti-Trust Law, including, but not limited to, any Anti-Trust action any of them may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to this contract or any related subcontract. This assignment is made and becomes effective at the time the awarding body tenders final payment to the Contractor shall insure that a comparable provision is included in all subcontracts at all tier levels which are executed pursuant to this prime contract. Contractor shall have the rights set forth in Section 4553 and 4554 of the Public Contract Code.

SECTION 2.35
of
GENERAL CONDITIONS

REMOVAL, RELOCATION OR PROTECTION
OF EXISTING UTILITIES

2.35.01 SECTION NOT USED

2.35.02 SECTION NOT USED

2.35.03 SECTION NOT USED

2.35.04 SECTION NOT USED

2.35.05 SECTION NOT USED

SECTION 2.36
of
GENERAL CONDITIONS

ANTI-TRUST CLAIMS

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

SECTION 2.37
of
GENERAL CONDITIONS

TERMINATION FOR CONVENIENCE
OF OWNER OR UPON BREACH OF CONTRACT

2.37.01 The performance of work under this contract may be terminated by Owner in accordance with this clause in whole or from time to time in part whenever Owner or Owner's Representative determines that such termination is in the best interest of Owner. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, the date upon which the termination becomes effective, and the reason for the termination.

2.37.02 After receipt of a Notice of Termination, except as otherwise directed by Owner or Owner's Representative, Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- b. Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for the completion of such portion of work under the contract as is not terminated,
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- d. Assign to Owner in the manner, at the times, and to the extent directed by Owner or Owner's Representative all of the right, title, and interest of Contractor under the orders and subcontracts terminated, in which case Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent Owner may require,
- f. Transfer title and deliver to Owner, in the manner, at the times, and to the extent, if any, directed by Owner (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination and (2) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to Owner,
- g. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by Owner or Owner's Representative any property of the types referred to in f. above, provided Contractor (1) shall not be required to extend credit to any purchasers, and (2) may acquire any such property under the conditions prescribed by and at the prices approved by Owner or Owner's Representative. The proceeds of any such

transfer or disposition shall be applied in reduction of any payments to be made by Owner to Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as Owner or Owner's Representative may direct,

- h. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination to the satisfaction of Owner,
- i. Take such action as Owner or Owner's Representative may direct for the protection and preservation of the property related to this contract which is in the possession of Contractor and which the Owner has or may acquire an interest.

After receipt of a Notice of Termination, Contractor shall submit to Owner his termination claim, in the form and with certification prescribed by Owner or Owner's Representative. This claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner or Owner's Representative upon Contractor's written request within such three (3) month period or any authorized extension of the three (3) month period. Owner may deny or grant the request for an extension of time as Owner may determine in its sole discretion. Owner's decision to grant or deny the extension shall be final and binding on all parties to this contract. Upon failure of Contractor to submit his termination claim within the time allowed, Owner or Owner's Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to Contractor the amount so determined.

2.37.03 Contractor and Owner may agree upon the whole or any part of the amount paid to Contractor by reason of the total or partial termination of work pursuant to this clause provided an agreement, in writing, has been reached within three months following the date the termination notice has become effective.

In the event Contractor and Owner are unable to agree on the termination price, Owner shall pay to Contractor the amount determined by Owner or Owner's Representative, in its sole discretion, to be fair and equitable under the circumstances excluding amounts Owner and Contractor have agreed to in accordance with the terms of this section.

In no event shall Contractor be entitled to receive any amount upon termination of this contract which exceeds the total contract price reduced by the amount of payments otherwise made and further reduced by the contract price of work not terminated, by the fair value, as determined by Owner or Owner's Representative, in its sole discretion, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner, by all unliquidated advances or other payments on account made to Contractor applicable to the terminated portion of the contract, by any claim which Owner may have against Contractor in connection with this contract, by the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of this clause and not otherwise recovered or credited to Owner, and by estimated or actual costs to correct Contractor's work which Owner or Owner's Representative, in its sole discretion, determines to be defective. The decision of Owner or Owner's

Representative to determine the proper termination amounts shall be final and binding on all parties to this contract.

2.37.04 Unless otherwise provided for in this contract, Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to Owner at all reasonable times at the office of Contractor, and without charge of any kind to Owner, all Contractor's books, records, documents, and other evidence bearing on the costs and expenses of Contractor under this contract. For this purpose, Contractor specifically consents to allow Owner to receive such copies of Contractor's tax returns as Owner may deem necessary to verify Contractor's costs.

2.37.05 In the event Owner terminates the contract in whole or in part due to the failure of Contractor, its agents, servants, employees or subcontractors to perform any work in the time or manner designated in the contract documents, Owner shall immediately serve written notice of the Termination upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within ten (10) days after the serving upon it of a notice of termination does not give the Owner written notice of his intention to take over and perform the contract or does not commence performance thereof within thirty (30) days from the date of serving said notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method he may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Owner for any excess costs or other damages occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the Owner elects to complete by furnishing his own employees, materials, tools and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for force account work in the article on payment for changes in the work.

2.37.06 In the event Owner terminates the contract as a result of a breach of any contract terms by Contractor, its agents, servants, employees or subcontractors, if the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Excessive costs not paid by Contractor or its Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of fifteen percent (15%) per annum or the maximum rate authorized by California law, whichever is lower.

SECTION 2.38
of
GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

2.38.01 Responsibility of Job Site Conditions

Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall defend, indemnify and hold the Owner and the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the Owner or the Engineer.

2.38.02 Mediation and Arbitration of Claims

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20103.5) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are attached to these General Conditions.

SECTION 2.39
of
GENERAL CONDITIONS

PUBLIC CONTRACT CODE SECTIONS
20103.5 – 20207.7

The following Public Contract Code Sections are included for information.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount of payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the local agency shall, within thirty (30) days, schedule a meet-and-confer conference for the purpose of resolving the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision

(a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article.

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as, otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgement. The interest shall begin to accrue on the date the suit is filed in a court of law.

As stated in subdivision (c) of Section 20104, any contract entered into on or after January 1, 1991, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

20207.7. Unless the amount involved in the purchase at any one time of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board may purchase the articles without the necessity of advertising or lettering contracts. Where the cost of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board shall advertise for sealed bids for furnishing the district the articles. In the matter of advertising, opening and accepting bids, and the letting of contracts, the board shall proceed in all respects in the manner and form provided in the case of contracts for annual supplies.

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score
Giles Engineering	70	51	88	69.67
Kirtley Construction Inc.	95	90	87	90.67
T.E.Roberts Inc.	60	51	91	67.33
Tri-Star Contracting II, Inc.	70	65	89	74.67

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING

MEETING DATE: SEPTEMBER 17, 2026

FROM: DANNY FRIEND, DIRECTOR OF OPERATIONS

FOR: ACTION



AWARD CONTRACT TO LAYNE CHRISTENSEN, L.O. LYNCH QUALITY WELLS, SOUTH WEST PUMP, & WEBER WATER RESOURCES FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES

STAFF RECOMMENDATION

It is recommended to authorize the General Manager to execute a one-year contract for On-Call Well Maintenance and Repair Services, in an amount not-to-exceed \$200,000.00, with the option to extend for two additional one-year terms, subject to negotiated price adjustments, with each of the following contractors:

1. Layne Christensen Company in an amount not to exceed \$200,000;
2. L.O. Lynch Quality Wells & Pumps, Inc. in an amount not to exceed \$200,000;
3. South West Pump & Drilling, Inc. in an amount not to exceed \$200,000; and
4. Weber Water Resources in an amount not to exceed \$200,000.

SUMMARY

In May 2026, the District issued an RFP for On-Call Well Maintenance and Repair Services. Four proposals were received from experienced, qualified contractors. The scope of work includes routine and preventive maintenance of wells, booster pumps, motors, and repair services, as well as on-call emergency services.

ANALYSIS AND FISCAL IMPACT

The purpose of this RFP is to establish contracts with qualified contractors to provide well, booster pump, and motor maintenance and repair services for MSWD on a time-and-materials basis. Contractors must be capable of mobilizing within 24 hours for emergency repairs. Following evaluation of the proposals, staff determined all four respondents are qualified to provide the required services. Funding is included in the approved FY 2026-27 operating and capital budgets. The attached scoring summary provides additional information regarding the evaluators' scores.

BUDGET INFORMATION & STRATEGIC PLAN IMPLEMENTATION

Action Cost:	Current FY Cost:	Future FY Cost:	Funding Source	Acct/Project No.
\$800,000.00	\$800,000.00	\$1,600,000.00	201 & 301	Mutiple
Covered in current FY budget?	Adjustment Needed?	Current Balance:	Balance if Approved:	
Yes	No	Multiple	Multiple	
Strategic Plan Goal Alignment:				
SMART Goal 4 - System Reliability				

ATTACHMENTS

Attachment 1 - Contract Agreements, Attachment 2 - Scoring Summary Wells

**AGREEMENT FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES
BY INDEPENDENT CONTRACTOR
PROJECT DIR # _____**

THIS AGREEMENT FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **October 1, 2026**, by and between the MISSION SPRINGS WATER DISTRICT, a County Water District (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **Layne Christensen Company**, a California corporation whose address is **1717 West Park Ave., Redlands, CA 92373** (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. DISTRICT desires to engage CONTRACTOR to provide the following services: on-call well, booster, and related facility maintenance, repair, and emergency services on an as-needed basis; and
- B. CONTRACTOR has made a proposal (“Proposal”) to the DISTRICT to provide such services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and
- C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof; and
- D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services; and
- E. The parties acknowledge that some or all of the Services may constitute “public works” or “maintenance” under California Labor Code section 1720 et seq.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

- 1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2027**, unless

extended by the parties with the approval of the General Manager or Board of Directors of the DISTRICT.

2. Services to be Performed. CONTRACTOR agrees to provide on-call maintenance, repair, and emergency services (“Services”) as requested by DISTRICT and contained within the Proposal. All Services shall be authorized through written task orders (“Task Orders”) issued by the DISTRICT. Each Task Order shall describe the scope of work, schedule, and compensation. CONTRACTOR shall not perform any Services without prior written authorization from DISTRICT. CONTRACTOR designates **Mark Howard** as CONTRACTOR’S representative(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

2.01. Task Orders. DISTRICT shall issue Task Orders on an as-needed basis. For each Task Order, CONTRACTOR shall submit a written cost proposal, which shall include, at a minimum, labor, materials, subcontractors, and a proposed schedule for completion. No Task Order shall be binding, and CONTRACTOR shall not commence any work thereunder, unless and until the Task Order has been approved in writing by the DISTRICT. DISTRICT makes no representation or guarantee that CONTRACTOR will receive any minimum amount of work under this Agreement.

2.02. In addition to the requirements set forth in this Agreement, all Services performed pursuant to any Task Order shall be subject to, and CONTRACTOR shall comply with, the General Conditions, Special Conditions, and bond requirements applicable to the Work. The General Conditions and Special Conditions are attached hereto as Exhibit “C” and incorporated herein by this reference.

Each Task Order issued under this Agreement shall expressly incorporate the terms of this Agreement and Exhibit “C”. Additionally, CONTRACTOR agrees that all work performed under any Task Order shall be governed by, and performed in accordance with, such provisions, whether or not expressly restated in the Task Order.

Without limiting the foregoing, CONTRACTOR shall comply with all requirements relating to performance bonds, payment bonds, maintenance bonds, and any other security required by the DISTRICT pursuant to Section 12 of this Agreement. In the event of any conflict between the terms of a Task Order and the General Conditions, Special Conditions, or bond requirements, the more stringent provision, as determined by DISTRICT, shall control.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT. CONTRACTOR shall require all subcontractors to comply with all applicable provisions of this Agreement, including prevailing wage, insurance, and indemnity obligations.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. This Agreement is a time-and-materials, on-call contract. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of \$200,000.00. Each Task Order issued pursuant to this Agreement may include its own not-to-exceed amount, which shall not be exceeded without prior written approval of the DISTRICT.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing. CONTRACTOR shall not exceed any not-to-exceed amount established in an approved Task Order without the prior written approval of the DISTRICT.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. Invoices shall reference the applicable Task Order. DISTRICT may withhold payment for: (i) defective work, (ii) non-compliance with prevailing wage laws, or (iii) incomplete or unauthorized work. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

4.05 DISTRICT may withhold retention from progress payments on a Task Order basis where appropriate. Retention shall not exceed five percent (5%) of the amount payable under the applicable Task Order, unless a higher percentage is permitted by

applicable law. Retention shall be released upon satisfactory completion and acceptance of the applicable Task Order, and if a Notice of Completion is recorded for such Task Order, in accordance with applicable law governing the release of retention. Retention, if any, shall be administered separately for each Task Order.

4.06 Stop Notices. CONTRACTOR acknowledges that DISTRICT may withhold funds otherwise due or to become due to CONTRACTOR in response to any stop notice, bonded stop notice, or other lawful claim made in accordance with California Civil Code. DISTRICT shall be entitled to withhold such amounts as required by law or as reasonably necessary to satisfy such claim. CONTRACTOR shall be solely responsible for resolving any such claim, and DISTRICT shall have no obligation to make payment to CONTRACTOR for amounts subject to such withholding until the claim is released, discharged, or otherwise resolved to the satisfaction of DISTRICT in accordance with applicable law.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. All Services shall be performed in accordance with applicable industry standards and in a good and workmanlike manner. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than for the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR shall perform the Services subject to the direction, control, and approval of DISTRICT as set forth in this Agreement and applicable Task Orders.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit

from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.06 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.07 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.08 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.09 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.10 In the performance of this Agreement the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. DISTRICT shall have the right to suspend all or any portion of the Services upon written or verbal notice if DISTRICT reasonably determines that unsafe conditions or non-compliance with applicable laws or regulations exists. CONTRACTOR shall promptly correct any such conditions at its sole cost and expense. Any delay or cost resulting from such suspension attributable to CONTRACTOR'S failure to comply with this Section shall be borne solely by CONTRACTOR.

5.11 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder,

CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards, and shall be free from defective or faulty workmanship and materials. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.12 Time is of the essence with respect to each Task Order issued under this Agreement.

5.13 CONTRACTOR shall be available on a 24-hour basis and shall respond to emergency service requests within two (2) hours unless otherwise approved by DISTRICT.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the

CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

c. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

e. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

f. Required Provisions –

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall

provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time

- **Waiver of Subrogation:** The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- **Primary Coverage:** For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRATOR's insurance and shall not contribute with it.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the

scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services as an independent contractor, subject to the direction and requirements of this Agreement and applicable Task Orders. CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications, experience, personnel, and resources necessary to perform the Services under this Agreement in a competent and workmanlike manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the standards set forth in this Agreement, including Section 5.01, and that all materials and workmanship shall be of good quality and fit for their intended purpose. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to

this Agreement.

10.04 Prevailing Wages.

A. To the extent applicable, each Task Order is subject to the State of California "Prevailing Wage Rates". Each applicable Task Order is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the Proposal. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

B. Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations (DIR) as a Public Works Contractor for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are properly registered with DIR and maintain active registration throughout the duration of the Project. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

C. As a condition of payment, CONTRACTOR shall timely submit all required certified payroll records and related documentation. DISTRICT may withhold any portion of a payment, including the full amount, if CONTRACTOR fails to comply with prevailing wage or DIR requirements.

D. CONTRACTOR shall comply with all applicable apprenticeship requirements set forth in California Labor Code sections 1777.5 and 1777.6, including the employment of properly registered apprentices and payment of required apprenticeship contributions. CONTRACTOR shall ensure that all subcontractors also comply with such requirements. CONTRACTOR shall maintain and submit all required apprenticeship documentation upon request. DISTRICT may withhold payments or take other appropriate action for failure to comply with this Section.

10.05 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.06 CONTRACTOR shall have no authority to bind DISTRICT in any manner,

or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Bond Requirements.

12.01 Purpose. This Section sets forth bonding and related security requirements applicable to the on-call and emergency well, booster, and monitoring well maintenance and repair services to be performed by CONTRACTOR on an as-needed, time-and-materials basis under this Agreement. For purposes of this section, "Surety" means an admitted surety insurer authorized to transact surety business in the State of California. Each bond shall be issued by a Surety admitted in California and acceptable to DISTRICT and shall be on DISTRICT'S then-current bond forms and shall not be subject to any condition, limitation, or modification not expressly approved in writing by DISTRICT. CONTRACTOR shall pay all premiums and costs for required bonds. Bonds are in addition to, and not in limitation of, any other security, insurance, indemnity, or remedy available

to DISTRICT under this Agreement or applicable law.

12.02 Condition Precedent to Work; Delivery of Bonds. As a condition precedent to CONTRACTOR'S commencement of any Services, CONTRACTOR shall deliver to DISTRICT, in form and substance acceptable to DISTRICT, the bonds described in this Section, duly executed by CONTRACTOR as principal and by a Surety. DISTRICT may withhold issuance of any Task Order until all required bonds are received and approved. In the event of emergency Services requiring immediate response to protect public health, safety, or continuity of water operations, DISTRICT may authorize CONTRACTOR to proceed prior to delivery of bonds; provided, however, that CONTRACTOR shall deliver all required bonds within five (5) business days of such authorization, or as otherwise directed by DISTRICT. Failure to timely provide such bonds shall constitute a material breach.

12.03 Performance Bond. CONTRACTOR shall furnish a performance bond guaranteeing faithful performance of all obligations under this Agreement, including completion of all Services authorized by Task Orders issued during the term, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount established under this Agreement (the "Performance Bond"). The Performance Bond shall also apply to and secure the performance of all authorized change orders, amendments, and modifications to any Task Order, including increases in scope, time, or compensation. In the event of emergency Services performed prior to issuance of a Task Order or formal amendment, the Performance Bond shall be deemed to apply to such Services once the associated Task Order or written authorization is issued, including any retroactive approvals. The Performance Bond shall remain in full force and effect through final completion and acceptance of all Services authorized under the applicable Task Order and satisfaction of all CONTRACTOR obligations that survive completion (including warranty and indemnity obligations to the extent applicable).

12.04 Payment Bond. CONTRACTOR shall furnish a payment bond guaranteeing payment in full for all labor, services, equipment, and materials furnished for the Services, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount (the "Payment Bond"). The Payment Bond shall extend to all labor, materials, and services furnished pursuant to authorized change orders, amendments, and modifications to any Task Order. The Payment Bond shall further apply to emergency Services authorized by DISTRICT, including work performed prior to formal Task Order issuance, provided such work is subsequently documented and approved in writing. The Payment Bond shall be conditioned as required by applicable California law for public works and shall inure to the benefit of claimants as defined by law.

12.05 Maintenance Bond. CONTRACTOR shall furnish a maintenance bond guaranteeing the correction of defective work and warranty obligations arising under this Agreement in a penal sum equal to one hundred percent (100%) of the total not-to-exceed contract amount established under this Agreement (the "Maintenance Bond"). The Maintenance Bond shall remain in effect for the duration of the warranty period set forth in the Maintenance Bond, or such longer period as may be required by applicable law or

manufacturer warranty requirements.

12.06 Maintenance of Bonds. CONTRACTOR shall maintain all required bonds continuously in effect. If any bond is canceled, expires, is materially modified, or becomes insufficient due to an increase in the Task Order's not-to-exceed amount, CONTRACTOR shall immediately notify DISTRICT and, within five (5) business days (or sooner if required to avoid any lapse), deliver replacement or supplemental bonds meeting this Section. Failure to provide or maintain required bonds constitutes a material breach. In addition to any other remedies, DISTRICT may (a) suspend Services, (b) withhold payments otherwise due, and/or (c) terminate this Agreement for default, without waiving any rights against CONTRACTOR or the Surety.

12.07 Notice of Completion. If DISTRICT elects to record a Notice of Completion for any Task Order, final payment, including any retained funds applicable to such Task Order, shall be made in accordance with Section 4.05 of this Agreement, and if a Notice of Completion is recorded, not earlier than thirty-five (35) days after such recordation, as required by applicable law. DISTRICT shall have discretion to determine whether a Notice of Completion is appropriate for a given Task Order, consistent with applicable law and DISTRICT's administrative practices. CONTRACTOR shall cooperate with DISTRICT and promptly provide such information and documentation as may be reasonably required for the preparation and recordation of any Notice of Completion.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County

of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

13.12 Confidentiality. All information gained or work product produced by CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

13.13 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement.

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

MISSION SPRINGS WATER DISTRICT

By: _____

Print
Name _____

Title: _____

Date: _____

CONTRACTOR:

LAYNE CHRISTENSEN COMPANY

By: _____

Print
Name _____

Title: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK, PROPOSAL, AND FEE SCHEDULE

(insert behind this page)



Project Proposal

Mission Springs Water District On-Call Well Maintenance and Repairs Services

Steve Taylor

LAYNE, A GRANITE COMPANY

1717 West Park Avenue, Redlands, CA, 92373



Steve.Taylor@gcinc.com



909-390-2833



909-390-5540



www.layne.com



May 28, 2026

Mission Springs Water District, 66575 Second
Street, Desert Hot Springs, CA 92240

Proposal for On-Call Well Maintenance and
Repair Services

Dear Selection Committee,

Layne, A Granite Company (Layne), is pleased to submit our proposal to the Mission Springs Water District (District) to provide professional, reliable, and responsive On-Call Well Maintenance and Repair Services. Having reviewed the Request for Proposals (RFP) and the associated contractual and technical specifications, we confirm our full understanding of the constraints, requirements, and community professional standards set forth for this project.

As a premier water infrastructure and drilling contractor in Southern California, Layne possesses the specialized equipment, mechanical capabilities, and hydrogeological expertise required to support the District's network of 13 production wells and nine monitoring wells. We maintain valid, active State of California Class A (General Engineering) and C-57 (Well Drilling) licenses, fulfilling the bidder prerequisites. Layne possesses over a century of corporate experience and extensive localized municipal experience within the Inland Empire and Coachella Valley region, which makes our company an ideal long-term partner for the District.

Our location in Redlands is suited to serve the District's 24-hour routine mobilization benchmark and emergency 2-hour response window. With many rigging configurations, complete in-house machine shop, specialized field diagnostic tools, and trained crews accustomed to prevailing wage and DIR compliance framework requirements, we guarantee safe, meticulous execution on an as-needed, time-and-materials basis.

Layne is prepared to enter into the Contract Services Agreement under the prescribed terms and conditions. I, Steve Taylor II, will be designated as our primary point of contact for the evaluation process. We appreciate this opportunity to compete for your business and demonstrate our capacity to service the District's critical groundwater infrastructure.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Taylor II".

Steve Taylor II
Account Manager II

Layne, A Granite Company
Email: steve.taylor@gcinc.com
Cell: (760) 681-7526
Office: (909) 390-2833



Understanding of the Project & Proposed Approach

1. Introduction & Project Understanding

The Mission Springs Water District (District) relies 100 percent on groundwater extraction to supply safe potable water to approximately 37,600 people and vital sewer services across a 135-square-mile service territory encompassing Desert Hot Springs, North Palm Springs, and surrounding communities. The structural reliability of the District's 13 production wells, nine monitoring wells, and associated booster infrastructure is crucial to regional economic stability and public health.

Layne understands that performance pursuant to this contract is strictly on an "as-needed" time-and-materials basis, initiated via formal, written Task Orders. The technical complexity of the District's infrastructure demands a contractor capable of managing heavily varied downhole environments. Based on our analysis of the RFP technical disclosures, the District's assets feature the following core specifications:

- Casing Diameters: Ranging dynamically from 12 to 20 inches in diameter.
- Total Depths: Extending from 260 feet to deep configurations of 1,100 feet.
- Hydrogeological Baseline: Typical static water levels range from 150 to 800 feet, with pump setting depths positioned between 150 and 850 feet.
- Pumping Capacity Range: Variable output requirements spanning from 125 GPM to high-volume 2,500 GPM systems.
- Prime Movers & Mechanical Units: Submersible and vertical turbine pumps ranging from 20 HP to heavy-duty 600 HP assemblies, operating under both food-grade oil-lubricated and water-lubricated parameters.

Operational Readiness Imperative: Layne acknowledges the requested operational standard to mobilize field crews and equipment within 24 hours for scheduled requests, and to accommodate on-site emergency physical response within 2 hours of direct notification.

2. Proposed Technical Approach

Pump Pulling, Inspection, & Diagnostic Analysis

Upon notification of a pump assembly or bowl deficiency, Layne field personnel will conduct initial surface diagnostics, including electrical isolation and sounding of the well. Using our fleet of pump rigs and cranes, components will be removed and inspected.

When downhole diagnostics are requested, Layne will perform color video surveys utilizing a camera with 360-degree horizontal side-scan capabilities. We will clear the water column by injecting clear water or administering polymer flocculant treatments if necessary, allowing a 24-to-48-hour settling period prior to logging. All findings, color photographs of anomalies, and asset health profiles will be used to guide formal engineering recommendations.

Mechanical Well Rehabilitation

When physical redevelopment is approved via a Task Order, Layne will execute mechanical cleaning protocols. Casing scale, tuberculation, and perforation blockages will be addressed via mechanical wire brushing. Layne will construct a specialized brushing barrel matching the target well casing ID, adhering to the requirements set forth.

Following a 24-to-48-hour window for particulate settlement, accumulation detritus will be evacuated from the well bottom using heavy scows or specialized single-direction bottom-valve suction bailers. All bailed sediment and water will be stored in barrels and disposed of properly.

Aquifer & Production Testing

For wells requiring formal capacity verification, Layne will mobilize variable-speed temporary test pumps capable of matching or exceeding the high-volume performance threshold of 3,000 GPM from a 400-foot setting depth. An access tube (2" to 3" ID) will be installed alongside the column pipe to guarantee unhindered water level sounding data capture. Testing parameters will follow rigorous guidelines:

- **Pumping Redevelopment & Surging:** Intermittent pumping and surging will begin at 500 GPM and scale upwards sequentially. Development will continue at each rate until specific capacity stabilizes across a 4-hour window, and sand content remains below 3 ppm within 15 minutes of surging.
- **Step-Drawdown Validation:** Following a mandatory 24-hour recovery rest period, a minimum 12-hour step-drawdown test will be executed, using 3-to-4-hour steps controlled with plus-or-minus 5% precision using gate valves and calibrated throttles. Sand content logs will be captured every 30 minutes.
- **Constant-Rate Discharge Test:** Following another 24-hour recovery window, a continuous 24-hour constant-rate test will be run, complete with sand analysis near designated elapsed metrics (5 min, 1/4, 1/2, 3/4, and near conclusion).

Layne will provide qualified personnel on-site on a continuous 24-hour basis during testing. Discharge routing will follow best practices, incorporating sedimentation tanks or neutralizing equipment as required to guarantee compliance with the District's National Pollutant Discharge Elimination System (NPDES) permit limitations.

3. Project Administration, Labor, & Quality Control

Layne's operational workflow will integrate with the administrative mandates of the District:

- Task Order Estimating: For every identified scope, Layne will supply a Proposal detailing third-party services, materials, costs, and timeline constraints. Procurement will adhere to a maximum 15% material mark-up parameter, supported by original material invoices.
- Labor Compliance: Layne adheres to California Labor Code prevailing wage requirements. We will submit electronic Certified Payroll Records (CPRs) directly to the DIR online portal and concurrently supply documentation to the District to support monthly billing cycles.
- On-Site Supervision & Safety: Layne supervisors will be equipped with operational smartphones for real-time correspondence. We will maintain at least one fluent English-speaking technician on-site at all times and apply CAL-OSHA and Green Book construction safety criteria, utilizing drip mats and secondary containment as necessary for field machinery.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **510011**

Entity **CORP**

Business Name **LAYNE CHRISTENSEN COMPANY**

Classification(s) **A C57 C61/D09 C10 C61/D21**



Expiration Date **05/31/2027**

www.cslb.ca.gov

RIGOBERTO PEREIDA

R & I SUPERVISOR
WATER RESOURCES DIVISION**Education:**

OSHA 40 Hour Training Programs
OSHA 8 Hour Annual Training

Professional Certifications:

American Red Cross First Aid/CPR
MSHA Certified
Forklift Certified
Backhoe Certified
NCCCO Certified TSS & TLL
Monthly Crane Inspector
Arc Flash & NFPA/OSHA

Total Years Experience:22

Joined Layne WRD:
2000

References:

Thomas Ocampo

LACPW

tocampo@dpw.lacounty.gov

626.485.6190

Rafael Herrera, P.E

LADWP

rafael.herrera@ladwp.com

213 276-1161

Summary of Qualifications

Mr. Pereida has in-depth knowledge and experience in the following operations: Deep Well Pumps and Booster, Water Well Rehabilitation, Well Destruction, and Pump Installation. He has successfully completed rehabilitations and aqua freed process system. Mr. Pereida has supervised major projects by selecting, assigning, and scheduling employees. Communicated job expectations and managed sub-contractors performance, stayed within budget by monitoring expenditures, identifying variances and calculating required resources. Ensured all local regulations were met and codes enforced, avoiding fines and delays. He is a certified crane operator on swing cab and fixed cab cranes large and small. He holds a Class A with endorsements for hazmat, tanker, doubles and triples. Pump rig operator for 13 years on Smeal, Tayler, Simco and Old General "A" frame rigs and cranes.

Relevant Project Experience**LACPW Barrier Well Annual Maintenance Contract**

R&I Supervisor – Point of contact for client. Mobilize/ schedule rig and crew to job site and perform the following rehab tasks: Pull injection piping, video survey, Inject and swab chemistry down hole, dual swab airlift, re-install injection piping.

Contact: Thomas Ocampo

Contract Amt. \$1,000,000.00-1,200,000.00

Contract: LADWP Well and Pump MSA - Los Angeles CA

R&I

Supervisor – Schedule/ mobilize crew to job site. Oversee all aspects of the project, coordinated vendors and/or resources for execution of project.

Project consisted of services to remove, and install groundwater well submersible and vertical turbine line shaft pump units and to maintain repair or destroy wells on an intermittent basis.

Contact: Rafael Herrera

Contract Amount: \$1,258,903.96

Continued Education

Jose Serna

Pump Installer
Water Resources Division

Certifications:

American Red Cross First Aid/CPR
OSHA
HAZWOPER 40
HAZWOPER 24
Lockout/Tagout
PPE
Confined Space Entry
Fall Protection
OSHA
Excavation
Forklifts
Compressed Gas Cylinders
Unsafe Conditions
Stop Work Authority
Injury/Illness Reporting
Respiratory Protection
CDL Class A
Arc Flash/NFPA

Total Years' Experience:
22

Joined Layne WRD:
2003

Summary of Qualifications

Expertise and proven ability in the water well industry. Well testing, development and rehabilitation. Mr. Serna has 22 years of well pump installation and rehabilitation experience. He carries a Class A license and has in-depth knowledge and experience in the following operations: Deep Well Pumps and Booster, Water Well Rehabilitation, Well Destruction, Pump Installation. Safety is a priority at Layne and Mr. Serna sets examples by exhibiting as a positive role model for safety first to all of his fellow employees, clients and anyone he comes in contact with on a daily basis.

Relevant Project Experience

Yucaipa Valley Water District – This project involved well development, step testing, and constant rate pump testing. The scope of work included injection and specific capacity documentation utilizing a magnetic flow meter, pressure transducer, and Solinst static water level meter.
Matt Porras 909-499-5637

WSP Project – Ontario, CA – This site required a 48-hour constant rate pump test, step testing, and well development. Jose was responsible for overseeing and ensuring the accuracy and reliability of all test measurements throughout the process. This also involves the assembly and disassembly of our test engine, one-to-one ratio gear drive and discharge manifold. Duane Paul 949-642-0245

Riverside Rehabilitation Project – Jose operated our 75-ton Grove 875-2 crane during the installation of a turbine pump with a stainless-steel 416 shaft. His role also included monitoring and recording equipment vibration, specific capacity, and overall pump performance data to ensure optimal functionality. Morgan Newlin 951-237-1342

CURRENT REFERENCES

Item 16.

Bidder Name: Layne Christensen Company

Company Name: San Bernardino County-Special Districts Dept.	Contact Person: Chris Bishop
Address: 222 W. Hospitality Lane	Telephone Number: 760-962-1510
City, State, Zip: San Bernardino, CA	E-mail Address: chris.bishop@sdd.sbcounty.gov
Services Provided / Date(s) of Service: Maintenance repair services	
On-going	

Company Name: California Water Service	Contact Person: Chris Martoglio
Address: 3725 S H Street	Telephone Number: 904-501-8611
City, State, Zip: Bakersfield, CA 93304	E-mail Address: cmartoglio@calwater.com
Services Provided / Date(s) of Service: Pump and Well Services	
On-going	

Company Name: Jurupa Community Service District	Contact Person: Jesse Pompa
Address: 11201 Harrel Street	Telephone Number: 951-685-7434
City, State, Zip: Jurupa Valley, CA 91752	E-mail Address: Jpompa@jcsd.us
Services Provided / Date(s) of Service: Wells Equipment Maintenance and Repair	
On-going	

Company Name: Golden State Water Company	Contact Person: Karl Saluta
Address: 160 E. Via Verde	Telephone Number: 909-305-5438 ext. 333
City, State, Zip: San Dimas, CA 91733	E-mail Address: karl.saluta@gswater.com
Services Provided / Date(s) of Service: Well, Pump and Booster Equipment -On Call Service	
On-going	

Company Name: Monte Vista Water District	Contact Person: Diego Plascencia
Address: 10575 Central Ave.	Telephone Number: 909-624-0335
City, State, Zip: Montclair, CA 91763	E-mail Address: Dplascencia@mvsd.org
Services Provided / Date(s) of Service: On Call Well pump and Maintenance Repair	
On-going	

MISSION SPRINGS WATER DISTRICT

ADDENDUM NO. 1 TO THE BID DOCUMENTS AND SPECIFICATIONS FOR THE ON-CALL WELL MAINTENANCE AND REPAIR SERVICES

May 25, 2026

ADDENDUM NO. 1 – Proposers are hereby advised that the Bid Documents and Specifications for the above referenced project are hereby amended in the following manner and the following manner only:

NOTICE TO BIDDERS

GENERAL:

All provisions of Addendum No. 1 are hereby incorporated into the Bid Documents and Specifications for the Project. Proposers shall fully consider and comply with all requirements set forth herein when preparing and submitting their bid proposals. Each proposer shall acknowledge receipt of this Addendum No. 1 through the Project Portal in OpenGov.

CONTRACTOR'S QUALIFICATIONS STATEMENT:

DELETION - SECTION 3 - EXPERIENCE

Questions 3.2, 3.3, and 3.4 within this section are hereby deleted in their entirety.

DELETION - MINIMUM EXPERIENCE NOTE

The note to proposers located at the bottom of the Questionnaire/Contractor's Qualifications Statement is hereby deleted in its entirety.

If you have given the Bid Documents to someone else, please forward this Addendum.

Dated: May 25, 2026

By: _____



Danny Friend

Title: _____ Director of Operations

Questionnaire/Contractor's Qualifications Statement
(4 pages)

CONTRACTOR NAME: Layne Christensen Company

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? 144 years

1.2 How many years has your organization been in business under its present name? 144 years

1.2.1 Under what other names has your organization operated? Layne, Inc. 06/05/92-03/28/96, Layne-Western Company, Inc. 05/19/81-06/04/92

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: 5/19/1981

1.3.2 State of incorporation: Delaware

1.3.3 Corporate ID number: Fed Tax ID (FEIN, TIN): 48-0920712

1.3.4 President's name: Michael G. Tatusko

1.3.5 Agent for Service of Process: _____

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: _____

1.4.2 Type of partnership (if applicable): _____

1.4.3 Name(s) of general partner(s): _____

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

See Attached Appendix B1

2.2 List any other certifications held by your organization, and the name under which they are held.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

Water Well Rehabilitation, Pump Repair and Installation, Well Drilling

~~3.2 List all freight transportation service contracts your organization has completed in the past five years, giving the name of project, owner, owner's phone number, project manager, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.~~

~~3.3 State average annual amount of freight transportation services performed during the past five years:~~

Year _____ \$ _____

Year _____ \$ _____

Year _____ \$ _____

Year _____ \$ _____

Year _____ \$ _____

~~3.4 List the freight transportation service contracts and/or projects your organization has in progress, giving the name of the project, owner/contact, contract amount and scheduled completion.~~

~~3.53.2~~ Has your organization, under its current name or any previous names, ever failed to complete any work/contract awarded to it? (If Yes, please explain)

No

4. CLAIMS AND LAWSUITS

4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or any its officers? (If Yes, please describe)

No

4.2 Has your organization filed any lawsuits or requested arbitration with regard to any of its contracts within the last five (5) years? (If Yes, please explain)

Yes, See Appendix C1

4.3 During the past five years, have any claims been made against any performance or payment bond maintained in connection with a freight transportation services contract? (If Yes, please describe) See Appendix D1

~~Please note that all Proposers must have a minimum of three (3) years commercial and/or municipal freight transportation service experience of a similar scope and size and under a valid business name and license number.~~



Appendix B1

Layne Christensen Company
Contractor's Licenses

State	License Number	Expiration Date	Qualifier	Classification	Specialty	Name on License
ALABAMA	12864	3/31/2024	None Req'd.	General Contractor	H/RR-S: Drilling, H/RR-S: Grouting/Slurry Walls, MU-S: Water Projects	Layne Christensen Company
ARIZONA	140721	11/1/2024	Scott Graham	Residential Drilling	R-53 Drilling	Layne Christensen Company
ARIZONA	071734	6/30/2025	Scott Graham	General Contractor	A-4 Drilling	Layne Christensen Company
ARIZONA	343423	2/28/2025	None Req'd.	General Contractor		Layne Christensen Company
ARKANSAS	0001990522	5/31/2024	None Req'd.	General Contractor	Heavy Construction, Municipal & Utility Construction	Layne Christensen Company
CALIFORNIA	510011	5/31/2027	Todd Alan Howard / Max Richards Palmer	General Contractor	A C57, C61/D09, C10, C61/D21	Layne Christensen Company
CALIFORNIA	1000004273	6/30/2026	None Req'd.	CA Public Works Registration	CA Public Works Registration	Layne Christensen Company
DELAWARE	1057	12/31/2023	None Req'd.	Water Well Contractor		Layne Christensen Company
FLORIDA Lee County	CG1523303	9/30/2022	Kevin Shemwell	General Contractor- Certified, Lee County		Layne Christensen Company
INDIANA, Indianapolis	GC1300172	12/31/2024	None Req'd.	General Contractor	Marion County	Layne Christensen Company
IOWA	C097288	4/11/2024	None Req'd.	General Contractor		Layne Christensen Company
LOUISIANA	10071	1/23/2024	Roberto Bongioanni, Gregory Hebert, Jace Rawls, Brent Ouber Sr.	General Contractor	Electrical, Specialty: Diamond Core Drilling, Grouting & Foundations, Water Well Drilling, Irrigation & Wastewater Systems & Pumps, Dams, Reservoirs and Flood Control	Layne Christensen Company
MINNESOTA	2031-A	1/31/2024	William Diehl	Well/ Dewatering Well Contractor		Layne Christensen Company
MISSISSIPPI	00181 MC	10/25/2023	Gavin Wartick	General Contractor	Grinding, Grooving, Grouting, Municipal and Public Works Construction, River Intakes, Water Systems	Layne Christensen Company
MONTANA	27418	12/7/2023	None Req'd.	Construction Contractor		Layne Christensen Company
NEBRASKA	28182-21	6/15/2024	None Req'd.	Contractor Registration		Layne Christensen Company
NEVADA	0019101	9/30/2025	Todd Howard	Contractor License	C23- Drill Wells, Install Pumps, Pressure Tank	Layne Christensen Company
NEW JERSEY	605923	7/30/2024	None Req'd.	Public Works Contractor		Layne Christensen Company
NEW YORK	NYRD10233	3/31/2024	None Req'd.	Contractor Registration	Drill/Repair water wells in the State of New York	Layne Christensen Company
OKLAHOMA	DPC # 0123	6/30/2024		Drilling/Pump Contractor License		Layne Christensen Company
OREGON	233670	12/10/2024				
RHODE ISLAND	36507	2/1/2025	Arthur F. Reinheimer	General Contractor		Layne Christensen Company
TENNESSEE	20168	8/31/2022	Steve Anderson	Contractor	Unlimited, CMC-F, HC, HRA-E.4, MU-B	Layne Christensen Company
VIRGINIA	2701 015977	1/31/2024	None Req'd.	General Contractor	Environmental Monitoring, Well (EMW), Highway/Heavy (H/H), Water Well/ Water Pump (WWP)	Layne Christensen Company
WASHINGTON	LAYNECC043L7	7/2/2025	None Req'd.	Construction Contractor	CC01- General	Layne Christensen Company
WEST VIRGINIA	WV013047	1/31/2024	None Req'd.	General Contractor	General Engineering	Layne Christensen Company



Appendix C1

The table below provides information regarding arbitration litigation by or against Layne Christensen Company within the past five (5) years for a construction project. No Judgments.

Start Date	Short Matter Name	Description	Form of Resolution	Date Resolved
10/2/2023	Arizona Public Service Company v. Clear Creek Associates, LLC	Allegations of design flaw and breach of contract	Dismissed	3/05/2025

- Work/payment issues over \$50,000.00 only

**Layne Christensen Company****Appendix D1**

In the normal course of business, claims or demands have been asserted against our Performance Bonds, or Payment Bonds, however, these claims or demands have been resolved and the surety issuing such bonds has never paid on any of these claims or demands. Claims or demands have not been asserted against our Bid Bonds.

SCHEDULE OF VALUES (COST PROPOSAL)

Please attach company rate sheets for items not listed below.

1. The Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where MSWD elects to use this method in determining costs.
2. The unit price quoted by the Contractor shall be those unit prices that will be charged or credited for labor be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
3. All work shall be performed in accordance with the specifications described in the RFP.

Table 1: Billing Schedule and Hourly Rates

Pulling & Installation		
Description	Rate	After-Hours/Emergency Hourly Rate*
Mobilization and demobilization	\$ 6,052.00 Lump Sum	\$ 9,078.00 Lump Sum
Two (2) men, rig and service truck	\$ 666.67 /hour	\$ 1,000.01 /hour
Two (2) man crew and smeal pump rig	\$ 666.67 /hour	\$ 1,000.01 /hour
Two (2) man crew and development rig	\$ 666.67 /hour	\$ 1,000.01 /hour
Three (3) man crew and "A" frame pump rig	\$ 922.67 /hour	\$ 1,384.01 /hour
Each additional employee	\$ 160.00 /hour	\$ 240.00 /hour
Crane		
Description	Rate	After-Hours/Emergency Hourly Rate*
50 ton with one (1) man	\$ 423.07 /hour	\$ 634.61 /hour
One (1) man crew, Service support rig for 50 ton crane	\$ 281.33 /hour	\$ 422.00 /hour
Rotary Crane		
Description	Rate	After-Hours/Emergency Hourly Rate*
One (1) man and hydraulic crane - 5 ton	\$ 423.07 /hour	\$ 634.61 /hour
One (1) man and hydraulic crane – 8 ton	\$ 423.07 /hour	\$ 634.61 /hour
One (1) man and hydraulic crane – 10 ton	\$ 423.07 /hour	\$ 634.61 /hour

One (1) man and hydraulic crane – 17 ton	\$ 423.07 /hour	\$ 634.61 /hour
Rotary crane – 17 ton and 2-man crew	\$ 704.27 /hour	\$ 1,056.41 /hour
Field Service		
Description	Rate	After-Hours/Emergency Hourly Rate*
One (1) man and delivery truck	\$ 348.51 /hour	\$ 522.77 /hour
One (1) man and service truck	\$ 348.51 /hour	\$ 522.77 /hour
Two (2) men and service truck	\$ 573.43 /hour	\$ 860.15 /hour
Two (2) men and welding truck	\$ 573.43 /hour	\$ 860.15 /hour
Two (2) man crew and combination rig	\$ 666.49 /hour	\$ 999.74 /hour
Flatbed Truck driver	\$ 348.51 /hour	\$ 522.77 /hour
Service truck and one (1) pump mechanic	\$ 348.51 /hour	\$ 522.77 /hour
Service truck and one (1) electrician	\$ 348.51 /hour	\$ 522.77 /hour
Service truck and one (1) general services	\$ 348.51 /hour	\$ 522.77 /hour
Service truck and one (1) pump mechanic and one (1) assistant	\$ 573.43 /hour	\$ 860.15 /hour
Shop Labor		
Description	Rate	After-Hours/Emergency Hourly Rate*
Shop labor-pump mechanic	\$ 143.85 /hour	\$ 215.78 /hour
Shop labor-machinist	\$ 143.85 /hour	\$ 215.78 /hour
Shop labor-welder	\$ 143.85 /hour	\$ 215.78 /hour
Metal spray labor "Sand blast and epoxy"	\$ 143.85 /hour	\$ 215.78 /hour
Miscellaneous		
Description	Rate	After-Hours/Emergency Hourly Rate*
Dynamic video with Engineering or Hydrogeology support	\$ Lump Sum 2,881.33	\$ Lump Sum 4,322.00
Dynamic video with mini camera	\$ Lump Sum 2,881.33	\$ Lump Sum 4,322.00

Video log-color with downhole and side scan	\$2,881.33	Lump Sum	\$4,322.00	Lump Sum
Engineering and Hydrogeology support	\$298.67	/hour	\$448.01	/hour
NPDES Compliance(Baker tanks, neutralizer equipment, lab fees, fabrication)	\$10,928.00	<u>Week</u>	\$10,928.00	<u>Week</u>
50 Ton hydraulic jacks or greater	\$709.33	<u>Each</u>	\$709.33	<u>Each</u>
Air compressor (air lifting)	\$2,933.33	<u>Day</u>	\$2,933.33	<u>Day</u>
Wire/Nylon brushes and bails	\$ 1,000.00	<u>Each</u>	\$1,000.00	<u>Each</u>
Hourly Minimum (if applicable)				
4 hour minimum				
1. After Hours Rate and Emergency Hourly Rate shall be anytime outside of normal business hours of Monday through Friday, 7:00 AM to 3:30 PM 2. Maximum 5% overhead cap for all materials purchased. Project Administrator reserves the right to request that all original receipts of materials be turned in with invoices before the Contractor is paid.				

SCHEDULE OF VALUES (COST PROPOSAL)

In addition to the rate sheet above, please complete the scenarios below for comparison of bids.

Table 2: Sample Proposal for Service Scenarios

ITEM	ITEM DESCRIPTION	QUANT.	UOM	UNIT PRICE	TOTAL
2 Man crew w/ development rig with equipped spudder	Brush and bail 1000' of 16" well casing w/ louvered perforations @ 500' through 950'	24	Hours	\$666.67	\$16,000.08
2 Man crew of a shop machinist and a pump mechanic	Rebuild 4 stage pump bowl assembly (Flowserve water lubed 14 EMM 1 15/16" Shaft with 10" stick up)	24	Hours	\$287.70	\$6,904.80
3 Man crew w/ service truck and Smeal rig	Install 300' deep verticle turbine water lube domestic water pump. (12" column pipe w/ 1 15/16" SS Shaft.)	16	Hours	\$826.49	\$13,223.84

Scope of Work

The Contractor shall provide all labor, equipment, materials, and supervision to perform maintenance and repair services associated with MSWD's production and monitoring wells, and booster stations.

The purpose of these specifications is to identify a qualified and experienced contractor to provide well, pump, and motor maintenance and repair services. Required services include the inspection, removal, replacement, repair, and installation of appurtenances necessary to support the maintenance and repair of MSWD's production and monitoring wells, and booster stations.

MSWD's intends to award a contract to multiple Contractors for these services on an "as needed" time and materials basis. The Contractor may also be requested to perform routine, preventative, and annual maintenance on production and monitoring wells, and booster stations at various locations listed in Exhibit "H".

MSWD has made a good-faith effort to identify the anticipated limits and services required under this Contract; however, these descriptions are not intended to unduly restrict the Contractor in developing a scope of work it deems necessary to achieve MSWD's goals and objectives.

The Contractor shall furnish all labor, materials, equipment, tools, and supervision necessary to perform maintenance and repair services as requested by MSWD. All work shall be performed in a thorough, safe, and professional manner, consistent with industry standards and applicable regulations.

MSWD's wells generally consist of casings ranging from approximately 12 to 20 inches in diameter, with depths between 260 and 1,100 feet. Typical static water levels range from 150 to 800 feet, with pump settings between 150 and 850 feet. Pumping capacities range from approximately 125 gallons per minute (GPM) to 2,500 GPM. Installed pumps include vertical turbine and submersible pumps ranging from 20 horsepower (HP) to 600 HP and are a combination of food grade oil-lubricated and water-lubricated systems.

The Contractor must possess the capability to extract, inspect, repair, and reinstall these pumps as needed, using components that are the same as or equal in quality and performance to the original equipment. Prior to the installation or use of any equipment or materials, the Contractor shall submit all applicable specifications, data sheets, and submittals for MSWD's review and approval. No materials shall be ordered, installed, or used until written approval is received from MSWD.

When MSWD identifies a pump-related issue, MSWD will notify the Contractor. If on-site repairs are not feasible, the Contractor and MSWD will jointly determine whether the pump should be removed and sent off-site for inspection. Following inspection, the Contractor shall submit a written proposal to MSWD detailing the recommended repairs, including all parts, labor, and any third-party services required. All replacement parts, materials, and subcontracted or third-party services must be clearly identified for MSWD's review and approval. No repair work shall commence until MSWD issues a written task order. Repairs performed without an issued task order will not be authorized for payment.

The Contractor shall have the capability to perform diagnostic and performance testing, including but not limited to vibration analysis, efficiency testing, Dynamic Video Monitoring (DVM), and spinner logging. The Contractor shall analyze the resulting data and provide MSWD with written recommendations regarding well condition, maintenance needs, and potential repairs. Findings and recommendations shall be documented in a formal written report. Recommendations made by the Contractor do not obligate MSWD to proceed with the recommended work, nor do they guarantee that the Contractor will be selected to perform any resulting services.

If MSWD elects to engage the Contractor for scheduled preventive maintenance of water wells, pumps, and motors, the Contractor shall submit a proposed maintenance schedule for MSWD's review and approval. The schedule shall identify the maintenance activities to be performed, the timing for each well, pump, and motor, and the estimated duration of the work. The specific scope of preventive maintenance services will be discussed with MSWD and communicated to the Contractor in writing prior to commencement. The Contractor shall provide a cost estimate for the agreed-upon services and obtain written approval from MSWD before performing any preventive maintenance work.

Special Equipment, Well Brushes, Bails

Wire brushing shall be carried out in such a manner as to clean the existing casing perforations and to remove scale and tubercles attached to the inside wall of the casing. The Contractor shall furnish the appropriate wire brush. If the screen is wire wrapped, then Contractor shall use an approved stiff nylon brush.

The brush barrel shall be not less than 6 inches smaller in diameter than the well casing. The brushing elements inserted into the barrel shall consist of 7/8-inch diameter minimum stiff steel cable adequately spaced to clean the entire well. A minimum of 1500 pounds shall be required to drive the brush down the well.

After sufficient wire brushing, the well will be allowed to sit for a 24-to-48-hour time period and debris in the water column will be allowed to settle to the bottom of the well during this period. Sediment fill shall be removed from the bottom of the well to the maximum extent possible using a bailer or scow or equivalent retrieval device. The total depth of the well shall be measured shortly following bailing. This operation will be performed only if the casing appears to be in relatively good condition. Should it appear that there is any damaged casing or any sections of casing appear to be in a state of detachment from the well, the bailing should not be performed.

The Contractor shall provide bailers to accommodate well casing size. All bails shall be of proper width and length with a one-way valve at the bottom. This is to create a suction and surging action when moved vertically within the well which will further help with the maintenance and rehabilitation of well.

If bailing is performed, then all bailed material (water and sediment) shall be placed in steel drums or appropriate containers. The sediment, after separation from the water, shall be placed in the containers, properly labeled, and eventually removed from the well site for disposal by the Contractor. The Contractor will be responsible for manifesting the bailed material for disposal at an appropriate and approved landfill. If needed, MSWD shall be onsite to collect a sample of the bailed material for possible laboratory analysis.

Deep Well Video Survey

Contractor shall be able to conduct a color video camera survey to the full depth of well after removal of the pump and after brushing and bailing MSWD wells and recording pre- and post-brushing conditions. The survey shall be conducted in the presence of a MSWD Representative.

The Contractor video camera shall have vertical down-hole and horizontal side scan viewing capability. Horizontal side-scan viewing shall be controllable to allow viewing at any angle within a 360-degree rotation.

The Contractor shall inject potable water into the well for a sufficient period of time to perform the video survey and provide greater clarity during the video survey. It will be the Contractor's responsibility to provide a clear picture acceptable to MSWD and its representative.

The Contractor shall provide MSWD with an electronic copy of the original survey immediately after the completion. In addition, Contractor shall provide a full written report including color photos of any areas of concern.

Technical Requirements:

Pump Pulling and Inspection

Contractor shall disconnect all electrical wiring and appurtenances necessary for the pulling of a deep well pump. Contractor shall sound the total well depth from surface prior to removing any downhole equipment. Contractor shall remove the motor, discharge head, oil tubing or submersible cable, shafting, column, bowl assembly, strainer, and airline. All component parts shall be closely inspected for excessive wear, cracks, holes, corrosion, or any type of damage, which would necessitate any repairs or replacement parts.

For booster pumps, the Contractor shall disconnect all electrical wiring and appurtenances necessary for removal of the booster. The unit shall be removed and all component parts shall be inspected for excessive wear, cracks, corrosion, or any type of damage, which would necessitate any repairs, or replacement parts.

The Contractor shall load, transport and unload pumping unit and all the miscellaneous pulled equipment from jobsite to Contractor's yard and back again to the job site upon repair.

Pump Re-installation

After completion of any necessary well repairs or rehabilitation work, the Contractor shall reinstall the bowl assembly, column, shafting, oil tubing or submersible cable, airline, discharge head, and motor, making all joints and connections in a workmanlike manner. Contractor shall furnish all incidental materials to bring the project to satisfactory completion. Prior to installation, Contractor shall adequately chlorinate the pump assembly. Once installed and set up a follow up well sounding will be completed.

Contractor shall test the rotation and operation of the completed installation to the satisfaction of the District. MSWD will chlorinate the well when Contractor is ready. The Contractor shall coordinate with the District to ensure that all discharges meet the District's NPDES permit and shall bear the cost for all discharges not in compliance with and/or exceeding the discharge limitations of the District's NPDES permit.

For booster pump work, Contractor shall move back onto the booster station site and shall reinstall the pump and motor, electrical connections, making all joints and connections in a workmanlike manner. Contractor shall restart the motor to make sure it is operating properly.

Well Video Survey

After removal of the pump and upon District's direction, Contractor shall perform well video inspection using color video equipment with side scan. The Contractor shall furnish all labor, materials and equipment required to provide a color video survey of the well after preparation of the water to produce clear viewing conditions. If necessary, the Contractor will introduce a polymer type flocculant into the well, followed by water. Contractor will allow water to flow into the well for a 24 to 48-hour time period in advance of the video survey to produce clear viewing conditions.

Should a clear video picture of the internal casing conditions not be achieved, additional clear water preparations should be instituted and additional video surveys conducted until a clear video picture record is obtained. This work shall be accomplished at the Contractor's expense.

As the camera probe surveys the full casing interval in the well, a digital depth record shall be recorded on the video survey log for reference. The video camera shall be capable of providing both vertical and horizontal (side) viewing of the entire casing as it descends into the well.

When a successful video survey log has been acquired, one copy in CD/DVD format shall be provided to the District. Contractor shall submit a written report to accompany the video survey log, documenting survey date, static water level, perforation depth intervals and conditions, and total well depth.

Well Rehabilitation Report

Contractor shall submit a written report to the District stating the total well depth, current water level, general condition of component parts, recommendations for repairs and for replacements, and the advisability of well rehabilitation. This report shall contain an itemized labor and material cost estimate of any necessary repairs to, or replacement of, any of the component parts, and a proposed schedule for the completion of the work.

Booster Pump Repair/Rehabilitation Proposal

Contractor shall submit a written proposal to the District stating the general condition of component parts, recommendations for repairs and for replacements, and the advisability of pump rehabilitation. This proposal shall contain an itemized labor and material cost estimate of any necessary repairs to, or replacement of, any of the component parts, and a proposed schedule for the completion of the work.

Repairs

The Contractor shall accomplish any repairs or replacements authorized by the District in accordance with one of the following:

1. Utilization of Contractor's own labor and equipment in accordance with Bidder's Proposal.
2. The securing of materials and/or outside services. Materials and outside services shall be paid for at actual invoice plus percentage mark-up in Bidder's Proposal.

3. Any suitable combination of the above.

The District reserves the right to have any necessary repairs and/or replacement parts furnished by others. At the discretion of the District, the Contractor's crew may be required to leave the job site until the necessary repairs are accomplished and/or replacement parts are procured.

Wire Brushing and Bailing

Wire brushing shall be carried out in such a manner as to clean the existing casing perforations and to remove scale and tubercles attached to the inside wall of the casing. The Contractor shall furnish the appropriate wire brush. If the screen is wire wrapped, then Contractor shall use an approved stiff nylon brush.

The brush barrel shall be not less than 6 inches smaller in diameter than the well casing. The brushing elements inserted into the barrel shall consist of 7/8-inch diameter minimum stiff steel cable adequately spaced to clean the entire well. A minimum of 1500 pounds shall be required to drive the brush down the well.

After sufficient wire brushing, the well will be allowed to sit for a 24-to-48-hour time period and debris in the water column will be allowed to settle to the bottom of the well during this period. Sediment fill shall be removed from the bottom of the well to the maximum extent possible using a bailer or scow or equivalent retrieval device. The total depth of the well shall be measured shortly following bailing. This operation will be performed only if the casing appears to be in relatively good condition. Should it appear that there is any damaged casing or any sections of casing appear to be in a state of detachment from the well, the bailing should not be performed.

If bailing is performed, then all bailed material (water and sediment) shall be placed in steel drums or appropriate containers. The sediment, after separation from the water, shall be placed in the containers, properly labeled, and eventually removed from the well site for disposal by the Contractor. The Contractor will be responsible for manifesting the bailed material for disposal at an appropriate and approved landfill. The District shall be onsite to collect a sample of the bailed material for possible laboratory analysis.

Temporary Test Pump Mobilization/Demobilization

If requested by the District, the Contractor shall furnish, install, and remove a deep-well turbine pump, prime mover, column assembly, and all appurtenances necessary for developing and/or test pumping the well. The pump and prime mover shall have a capacity to pump 3,000 gallons per minute from a 400-foot pump setting. The prime mover shall be a variable speed type. Contractor shall furnish all fuel or power required to operate the pumping unit.

A temporary 2 to 3-inch I.D. access tube should be installed during pump installation and will provide access for water level sounders into the well casing during pumping, to measure water levels.

The prime mover shall be a variable-speed type with a gear ratio of 1 to 2, in order to overdrive the pump to attain the desired pump rate. The prime mover shall meet all noise regulation requirements during development and subsequent testing operations. Discharge piping shall be provided for the pumping unit and be of sufficient size and length to conduct water according to the Special Provisions in these Specifications. The Contractor shall provide orifices, meters, or other approved devices that will accurately measure the flow rates, in total amount of water

pumped (in gallons) and the instantaneous discharge (in gpm). The discharge line shall be provided with suitable equipment for sand testing, such as the Rossum Centrifugal Sand Sampler.

The engine should be equipped with suitable throttling devices to control the discharges. The test pump should not be equipped with a foot valve, which would prevent backspin and interfere with surging operations. The required pumping unit shall be capable of being operated without interruption for a period of 72 hours during subsequent aquifer testing operations

After removing the test pump from the well, the Contractor shall remove any oil from the water surface within the well (e.g., test pump lubricating oil). An acceptable method of removal is to lower, via a cable, an oil absorbent "sock" or similar material designed to absorb spilled oil. Proper disposal of such absorbent "socks", if used, must be provided for by the Contractor. Following removal of the test pump (after all development and testing has been performed) the Contractor shall, at the specific request of the District, conduct a video survey to document the final condition of the well-casing.

Well Pumping Redevelopment

Following mechanical redevelopment, the District may elect to have Contractor proceed with pumping redevelopment which shall consist of intermittent pumping and surging of the well, beginning at an initial rate of 500 gpm and continuing at successively higher rates. Surging shall allow water to flow back through the bowls with free backspin and through the screen openings. The procedure shall be repeated at increments up to a final rate as recommended by the District.

Temporary storage tanks will be used to contain the discharge. Prior to disposal a sample for analysis of NPDES constituents will be collected and submitted to a laboratory to check for compliance with the District's NPDES permit.

Development records shall be maintained on at least a half-hour basis showing production rate, pumping level, drawdown, sand production, and all other pertinent information concerning well development. Development at each rate shall continue until the following conditions have been met:

1. The specific capacity (gallons per minute per foot of drawdown) shall have reached a relatively constant value over a period of at least 4 continuous hours, or as recommended by the District.
2. Sand content (if present) is no greater than 3 ppm as measured 15 minutes after surging, or as recommended by the District while pumping at the specified rate.

Contractor shall make adequate provisions for the disposal of water pumped from the well during redevelopment and/or test pumping. Such provisions shall include, but not be limited to, furnishing and installing discharge piping from the pumping unit of sufficient size and length to conduct water to a point as designated by the District. Contractor shall also furnish acceptable orifices, meters or other approved devices, which will accurately measure the pumping rate. An airline, complete with properly calibrated gage shall be provided by the Contractor to measure the elevation of water in the well. Contractor may be required to collect pumped groundwater into sedimentation tanks prior to discharge to a storm drain in order to comply with the waste discharge requirements of the regulating agency.

Production Testing of Well

Production testing of a rehabilitated well to determine the optimum rate of pumping and shall include a step drawdown test and a constant-rate discharge test. There shall be a period of at least 24 hours of non-pumping conditions following pumping development work prior to the start of the step drawdown test. The Contractor shall provide qualified personnel on a 24-hour basis during the step-drawdown and constant-rate discharge test to assure proper operation of the pumping test equipment, and to assist in water level monitoring if requested by the District.

Discharge Water - Discharge water shall be conveyed from the pump to the point of discharge at the well site. It is imperative to ensure that no damage by flooding or erosion is caused to the chosen drainage structure or water disposal site, or to nearby lands and/or streets. The Contractor shall provide all piping and discharge lines. The point of discharge location will be provided by the District and the Contractor will be responsible for all devices and piping to convey the water to that discharge point. No fluids will be permitted to flow offsite (except for proper drainage facilities) or to properties not owned by the District. All discharges will meet the District's NPDES permit and the Contractor will be responsible for this discharge.

Records - The Contractor shall keep accurate records of the pumping test of the well and furnish copies of all records to the District upon completion of the test. The records shall also be available to the District for inspection at any time during the test. The records shall include physical data describing the construction features such as, but not limited to: well depth and diameter, complete screen description, length and setting, a description of the measuring point and its measured height above land surface and/or mean sea level, and the methods used in measuring water levels and pumping rates. The Contractor shall also keep records on the type of pumping equipment used at the well site including engines, drive components, bowls, lines, and shafts. The Contractor will keep records of operation of equipment during the test including engine rpm and horsepower, fuel use, and other essential information that will be useful in designing a pump system.

Aborted Tests - Whenever continuous pumping at a uniform rate has been specified, failure of pumping operations for a period greater than one percent of the elapsed pumping time shall require suspension of the test until the water level in the pumped well has recovered to its original level. Recovery shall be considered "complete" after the well has been allowed to rest for a period at least equal to the elapsed pumping time of the aborted test, except that if any three successive water level measurements spaced at least 20 minutes apart show no further rise in the water level in the pumped well, the test may be resumed immediately. The District shall be the sole judge as to whether this latter condition exists. The Contractor will not be paid for any re-testing done if the specified time or recovery requirements of the City for the aborted test are not first met. These tests are invalid and will not be construed as a test.

Step-Drawdown Test - Prior to starting the step-drawdown test in the well, the static water level shall be measured. The well shall be "step" tested at rates determined by the District. The step-drawdown test for the well is estimated to require approximately 12 pumping hours with each step being 3 to 4 hours in duration.

The Contractor shall operate the pump and change the discharge as directed by the District. Both a gate valve and an engine throttle shall control the discharge of the pump. The discharge shall be controlled and maintained at approximately the desired discharge for each step with an accuracy of plus or minus 5 percent. Pump discharge shall be measured with an instantaneous

flow meter dial and a totalizer meter and stopwatch, as approved by the District. Both an airline and electric sounder shall be furnished by the Contractor for water level measurements.

During the step-drawdown test, the Contractor shall record sand content measurements at 30-minute intervals.

Constant-Rate Discharge Test - After a 24-hour recovery period from the end of the step-drawdown test, a constant-rate discharge test shall be performed as directed by the District. This test shall be run for a period of 24 hours, or until the pumping level remains constant for at least 4 hours, or until the District terminates the test. A recovery period of 24 hours shall follow the termination of the constant-rate discharge test, at which time the District will collect residual drawdown (recovery) data.

During the constant-rate discharge test, the Contractor shall also conduct the final sand content testing. The sand content shall be determined by averaging the results of samples collected at the following times during the final pumping test:

1. 5 minutes after start of the test;
2. after 1/4 of the total planned test time has elapsed;
3. after 1/2 of the time has elapsed;
4. after 3/4 of the time has elapsed; and
5. near the end of the pumping test.

Well Abandonment

Contractor shall investigate well condition, details of construction, and whether there are obstructions that will interfere with the process of filling and sealing before a well is abandoned. Video survey should be included for visual inspection of the well, as well as preparation and submittal of required permits for wells located in Riverside County.

Stuck Deep Well Vertical Turbine Pumps

If a deep well vertical turbine pump should become stuck and the extraction is halted, the Contractor shall make sufficient attempts with no less than a 50 ton "A" frame rig, to free the pump. If this is unsuccessful the Contractor shall develop alternative solutions for consideration. MSWD shall approve alternatives as deemed necessary and Contractor shall use reasonable skill in the presence of a MSWD representative, utilizing methods such as the use of air compressors for air lifting and/or hydraulic jacks before abandoning efforts to extract pump.

Level of Maintenance

All work shall be performed in a manner commensurate with community professional standards and with an ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. Standards and frequencies may be modified from time to time as deemed necessary by MSWD for the proper maintenance and repair of the wells, pumps, and motors.

If, in the judgment of MSWD, the level of maintenance is less than that specified herein, MSWD shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the

Contractor and MSWD. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at MSWD's sole discretion, result in deduction of payment for that day, week, or month. Payment will be retained for work not performed until such time as the work is performed to MSWD standard.

The Contractor is required to correct deficiencies within the time specified by MSWD. If noted deficient work has not been completed, payment for subject deficiency shall be withheld and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

All work and general conditions shall be performed in accordance with the current Standard Specifications for Cal-OSHA, Public Works Construction (Green Book), the State Water Resources Control Board Health Guidelines, and the American Water Works Association (AWWA) Standards.

Workmanship and Supervision

Unless otherwise stated, Contractor shall be responsible to provide all labor and materials to allow for successful Project completion.

MSWD may choose to reimburse the Contractor for materials that need to be procured. These instances shall be analyzed on a case -by -case basis and reimbursement for materials will need to be agreed upon in the Contractor's letter proposal prior to the commencement of work.

Receipts shall be required for reimbursements for materials purchased for projects. MSWD reserves the right to specify what type of material and/or equipment will be purchased per project. All equipment and material purchases shall be preapproved by MSWD. The Contractor shall charge the actual cost of materials to MSWD plus a maximum of 15% for overhead costs associated with procurement of materials.

MSWD reserves the right to purchase materials directly and make them available to the Contractor. In the event MSWD exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all MSWD practices and procedures.
- All MSWD purchases will be for the sole expressed use of and for MSWD.
- The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives.
- All materials and inventories shall be made available to MSWD upon request. The Contractor will reduce the unit cost for each maintenance task by MSWD's actual cost for the materials provided and used.

Contractor represents and warrants to MSWD that he/she has and will keep in effect at all times during the term of a contract with MSWD, all licenses, permits, professional qualifications, and approvals of whatever nature that are legally required to practice his/her trade.

Maintain all work sites free of hazards to people and/or property resulting from the Contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's operations, shall be immediately reported to MSWD.

The Contractor shall be responsible for removing and cleaning any and all debris that occur as a result of its operations as a result of services requested in this scope of work.

All work performed under this contract shall be performed in such a manner as to provide maximum safety for the public and where applicable, comply with all safety standards required by CAL-OSHA. MSWD reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

The supervisor or person in charge and on site of any MSWD project shall have a smart phone capable of email.

At all times, the Contractor will ensure at least one English speaking person is on site of any MSWD assigned project.

Working Hours

Normal working hours shall be between the hours of 7:00 AM and 3:30 PM, Monday through Friday, unless otherwise stated by MSWD for emergency or standby services. The Contractor is subject to being contacted 24 hours a day, 7 days a week, 365 days a year to perform emergency repairs. These representatives for the Contractor shall respond to said emergency within two (2) hours from receiving notification. The Contractor shall notify MSWD immediately of any changes to the Contractor's representation.

Contractor's Office

The Contractor shall designate a project supervisor or person in charge at all times and provide MSWD with written notice of such designation. The designated individual shall be available throughout the duration of the work.

The Contractor shall also provide the names and telephone numbers of at least two (2) qualified personnel available during emergency conditions and capable of mobilizing to the job site within two (2) hours of notification.

Unless otherwise stated by MSWD, there will be no on-site storage of equipment or materials on MSWD property or at District sites. Contractors will have full responsibility for maintaining an office and a storage facility. All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, orderly manner and shall be in good working order. MSWD may reject any vehicle or piece of equipment and order it removed if deemed unsafe.

Equipment

All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, and orderly manner and shall be in good working order. Drip mats or oil containment need to be placed under leaking equipment, all equipment need to be inspected for leaks at the end of each workday. MSWD may reject vehicles or equipment and order it removed at their discretion.

Street Closures, Detours, Barricades

Contractor shall be responsible for all traffic control and barricades necessary to perform the scope of work. Warning signs, lights, and devices shall be installed and displayed in compliance with the current edition of the "California Manual on Uniform Traffic Control Devices" (CA MUTCD)

and "Work Area Traffic Control Handbook" (WATCHBOOK) for use in performance of work upon highways issued by the State of California, Department of Transportation.

Permits

The Contractor shall be responsible for obtaining permits where required by federal, state, or local agencies as it pertains to the work being conducted.

Underground Excavations

The Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor should contact MSWD and Underground Service Alert (www.digalert.org) or call (811) at least forty-eight (48) hours before commencing any excavation, to locate underground service lines.

Responsibility for Damages or Injury

MSWD and all officers, employees, and representative thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the project, or for injury or death of any person as a result of Contractor's performance of the services required hereunder, or for damage to property from any cause arising from the performance of the project by the Contractor, or its sub-contractors, or its workers, or anyone employed by either of them.

Contractor shall be responsible for any liability imposed by law for injuries to or death of any person or damage to property resulting from defects, obstructions, or from any cause arising from Contractor's work on the project, or the work of any sub-contractor or supplier selected by the Contractor.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

EXHIBIT “C”
GENERAL CONDITIONS
(insert behind this page)

SECTION 2.1
of
GENERAL CONDITIONS

DEFINITIONS, TERMS, ABBREVIATIONS

2.1.01 Definitions - Wherever used in the Contract Documents, the following shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

Acceptance, Final Acceptance - The formal action by the Owner accepting the Work as being complete.

Accepted Bid - The bid (proposal) accepted by the Owner.

Addenda - Written or graphic instruments issued prior to the opening of sealed bids, which modify or interpret the Contract Documents and Drawings by additions, deletions, clarifications or corrections.

Agreement - The written agreement (contract) executed between the Owner and the Contractor covering the performance of the Work.

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

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

Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

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

Contract Documents - The Contract Documents, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Insurance Certificates, Notice of Award, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Detailed Technical Provisions, Drawings, and Addenda.

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

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

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

Detailed Technical Provisions - A part of the Contract Documents consisting of written descriptions of the technical nature of materials, equipment, construction system, standards and workmanship.

Drawings - The part of the Contract Documents, which show the characteristics, and scope of the Work to be performed and which have been prepared or approved by the Engineer.

Engineer - The person, firm or corporation named as such in the Contract Documents.

Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Laboratory - The laboratory authorized by the Owner or the Owner's representative to test materials and work involved in the Project.

Manufacturer - A person, firm or corporation that fabricates, processes, or creates from raw materials or component parts, materials or equipment to be incorporated into the Project.

Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Owner's Representative - The person, consultant, or engineering firm authorized by the Owner to represent him during the performance of the Work by the Contractor and until final acceptance. The Owner's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's Representative means the Owner's representative or his assistants.

Project - The undertaking to be performed as provided in the Contract Documents.

Resident Project Representative - The authorized representative of the Owner who is assigned to the Project site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

Special Conditions - Modifications to Detailed Technical Provisions.

Specifications - The General Conditions, Supplemental General Conditions, Special Conditions, and Detailed Technical Provisions of these Contract Documents.

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

Supplemental General Conditions - Modifications to General Conditions that are specifically applicable to this Project.

Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Utility - Public or private fixed works for the transportation of fluids, gases, power, signals or communications.

Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

2.1.02 Terms - Wherever used in the Contract Documents, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Owner's Representative is intended. Similarly, the terms "approved", "acceptable", "satisfactory", "or equal", or terms of like import shall mean approved by or acceptable to or satisfactory to the Owner's Representative, unless otherwise expressly stated.

The word "provide" shall be understood to mean furnish and install.

2.1.03 Abbreviations - Whenever used in the Contract Documents, the following abbreviations shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAU, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CPR	Certified Payroll Records
DIR	California Department of Industrial Relations
IEEE	Institute of Electrical and Electronics Engineers
LCP	Labor Compliance Program
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or USAS	United States of America Standards Institute (now ANSI)

SECTION 2.2
of
GENERAL CONDITIONS

ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS

2.2.01 SECTION NOT USED.

2.2.02 SECTION NOT USED.

SECTION 2.3
of
GENERAL CONDITIONS

SCHEDULES, REPORTS AND RECORDS

2.3.01 A preconstruction conference will be held prior to commencement of the Work. Attendees shall be the Contractor, his Subcontractors, if applicable, the Owner, the Engineer, representatives of Federal, State or local regulatory or enforcement agencies, and any other parties deemed appropriate by the Owner.

2.3.02 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

2.3.03 Prior to the start of construction, the Contractor shall submit a construction progress schedule to the Engineer for approval. Said schedule shall include, but is not limited to, the following information: Contractor's name, address and telephone number; project/contract number; date prepared; Engineer's name; Owner's name; date of Notice to Proceed; contract completion date; and, list of all important activities, including construction and material delivery, with starting and ending dates for each activity.

The schedule shall be prepared so that the Contractor can update it when significant changes in an activity time and/or completion time occur, as the Engineer may direct. After the Engineer approves the schedule, one (1) electronic copy shall be furnished to the Engineer for distribution. All costs for schedule preparation and printing are included in the Contractor's Bid.

The Engineer reserves the right to alter said schedule to prevent excessive public nuisance or to exclude areas where rights-of-way acquisition might still be in progress or provide timely facilities for testing and connection to other installations dependent upon this project.

2.3.04 Prior to starting construction, the Contractor shall submit to the Engineer for his approval a detailed breakdown of his cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Engineer to determine partial payments.

2.3.05 Prior to the start of construction, the Contractor shall submit the dates at which special drawings will be required and the respective dates when applicable for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

SECTION 2.4
of
GENERAL CONDITIONS

DRAWINGS AND SPECIFICATIONS

2.4.01 SECTION NOT USED.

2.4.02 SECTION NOT USED.

2.4.03 SECTION NOT USED.

2.4.04 SECTION NOT USED.

SECTION 2.5
of
GENERAL CONDITIONS

SHOP DRAWINGS/MATERIAL SUBMITTALS

2.5.01 SECTION NOT USED.

2.5.02 SECTION NOT USED.

2.5.03 SECTION NOT USED.

2.5.04 SECTION NOT USED.

SECTION 2.6
of
GENERAL CONDITIONS

MATERIALS, SERVICES AND FACILITIES

2.6.01 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

2.6.02 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. The Contractor shall be entirely responsible for damage or loss to material and equipment until the Work has been completed by the Contractor and accepted by the Owner.

2.6.03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.6.04 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

2.6.05 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.6.06 Whenever under this Agreement it is provided that the Contractor shall furnish materials or manufactured articles, or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the Work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the Work as a whole or in part.

2.6.07 All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified.

SECTION 2.7

of
GENERAL CONDITIONS

INSPECTION AND TESTING

2.7.01 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

2.7.02 The Owner shall provide all inspection and testing services not required by the Contract Documents. Performance of these tests and all costs will be borne by the Owner; except, the cost of any test which shows unsatisfactory results shall be borne by the Contractor.

2.7.03 The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

2.7.04 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall pay for all inspection fees imposed by public agencies other than the Owner.

2.7.05 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

2.7.06 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

2.7.07 If any Work is covered contrary to the written instructions of the Engineer or work done for which the Contractor has not requested and received inspection, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

2.7.08 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure,

observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

2.7.09 Upon request of the Engineer, the Contractor shall furnish certification of compliance that fabricated or manufactured products conform to the standards of the industry as specified in these Contract Documents and that said fabricated or manufactured products were fabricated or manufactured under the quality control standards of the stated specifications of these Contract Documents.

SECTION 2.8
of
GENERAL CONDITIONS

SUBSTITUTIONS

2.8.01 Whenever a material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

2.8.02 The Contractor's use of approved substitutions or equals shall not relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from providing or using approved substitutions or equals where they affect the adjoining or related work, including the expense of required engineering, redesigning, drafting and permits, where necessary, whether the Owner's approval is given before or after receipt of Bids.

The Contractor shall bear the cost of all engineering work associated with the review of submittals for substitutions and equals. The Contractor shall approve the engineering costs prior to the performance of the engineering work using the form entitled "Authorization of Engineering Costs for the Evaluation of Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the submittal review until authorization is given. If the Contractor does not provide this authorization, the submittal will be rejected.

Engineering costs associated with redesign of adjoining or related work due to Substitutions or Equals shall be approved in writing by the Contractor prior to the performance of the work. The Contractor shall approve the cost of the engineering work using the form entitled, "Authorization of Engineering Costs for Redesign due to Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the redesign until the authorization is given. If the Contractor does not provide this authorization, the submittal, which created the need for redesign, shall be rejected.

SECTION 2.9
of
GENERAL CONDITIONS

INTELLECTUAL PROPERTY, PATENTS, ROYALTIES AND INDEMNIFICATION

2.9.01 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, including attorney's fees, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

2.9.02 Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the District and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the District, or any of its officers, agents, members, employee authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.

This indemnity provision is in addition to all other defense, hold harmless and indemnity clauses in the Contract Documents and shall survive Final Completion and termination of the Contract. If the District is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the District, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the District, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual

property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.

SECTION 2.10
of
GENERAL CONDITIONS

SURVEYS, PERMITS, REGULATIONS

2.10.01 SECTION NOT USED.

2.10.02 SECTION NOT USED.

2.10.03 SECTION NOT USED.

SECTION 2.11
of
GENERAL CONDITIONS

PROTECTION OF WORK, PROPERTY
AND PERSONS

2.11.01 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.11.02 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction, including the applicable provisions of the California Occupational Safety and Health Act of 1973, Part 1, Division 5, of the Labor Code §6300 et. seq. and the Construction Safety Orders of the Division of Industrial Safety. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

2.11.03 The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.11.04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

2.11.05 Until the formal acceptance by the Owner of the performance of the Contractor hereunder, either by furnishing equipment and/or materials or by performance of Work, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of that which he is to provide or complete hereunder occasioned by any of the above causes before completion and acceptance and shall bear the expense thereof. In case

of suspension of Work from any cause whatsoever, the Contractor shall be responsible for all equipment and/or materials then upon Owner property and shall properly store them, if necessary, and shall erect temporary structures where necessary in so doing. Nothing in these Contract Documents shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon Owner's real property, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

2.11.06 Prior to the beginning of any work, the Contractor shall obtain, at its sole expense, all permits required by the California Division of Occupational Safety and Health (Cal/OSHA) for permit-required activities associated with the Project and shall provide copies of such permits to the Owner upon request.

2.11.07 In accordance with Government Code Section 4216 and following, Contractor shall notify Underground Service Alert at least two days prior to excavation with a description of the area to be excavated to determine if any participant has a subsurface installation in the area.

2.11.08 The Contractor shall not commence any excavation over five (5) feet in depth until he has submitted to the Owner 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 any such excavation and such plan has been accepted by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated. If such plan varies from the shoring system standards promulgated by the Department of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed and paid by the Contractor. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing contained in this article shall be construed as relieving the Contractor of full responsibility for providing shoring, bracing, sloping, or other provisions, which are adequate for worker protection.

2.11.09 A working platform for any scaffolding swung or suspended from an overhead support more than ten (10) feet above the ground, floor or area in which an employee on the scaffolding might fall, shall have a safety rail of wood or other equally rigid material of adequate strength; such rail shall be in compliance with the applicable orders of the Division of Industrial Safety.

The suspended scaffolding shall be fastened so as to prevent the same from swaying from the building, or structure, or other object being worked on from such scaffolding. All parts of such scaffolding shall be of sufficient strength to support, bear, withstand with safety, any weight of persons, tools, appliances or materials which might reasonably be placed on it or which are to be supported by it.

In addition to the duties imposed by any law regulating or relating to scaffolding, the Contractor who uses scaffolding in connection with the construction, alteration, repairing, painting, cleaning, or doing of any work upon any building or structure shall furnish safety lines to tie all hooks and hangers back on the roof of such building or structure and provide safety lines hanging from the roof, securely tied thereto, for all swinging scaffolds which rely upon stirrups of the single point of suspension type to support the working platform. One such line shall be provided for each workman with a minimum of one line between each pair of hangers or falls.

Platforms or floors of scaffolding shall be not less than fourteen (14) inches in width and shall be free from knots or fractures impairing their strength.

The use of lean-to scaffolds, sometimes known as jack scaffolds, as support for scaffolds is prohibited.

2.11.10 In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect, as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever notice is required to be given by the Owner or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

2.11.11 The Contractor shall not load nor permit any part of any structure to be loaded with any weights that will endanger the structure, nor shall subject any part of the Work to stresses or pressures that will endanger it.

2.11.12 The Contractor will be required to certify that he has an Injury, Illness Prevention Plan for his company as required by Labor Code Section 6401.7.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones and carried by the supervisor of the work being performed.

The Contractor shall provide assurance to the District that all equipment has proper permits issued by the South Coast Air Quality Management District, or the local air quality district.

In addition, the Contractor shall be required to post notices required by Proposition 65 for any hazardous chemicals listed by the State Health Department, which are brought onto the property as part of the construction program.

2.11.13 Any public works contract of a local public entity, which involves digging trenches or other excavations that extend deeper than four feet below the surface, shall contain a clause, which provides the following:

- a. That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
 - c. That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.
 - d. Differing Conditions shall not include:
 - 1. All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;
 - 2. All that could be seen on Site;
 - 3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.
 - 4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
 - e. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the District's investigation of potential Differing Conditions.
 - f. Failure by Contractor to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

SECTION 2.12
of
GENERAL CONDITIONS

SUPERVISION BY CONTRACTOR

2.12.01 The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

2.12.02 The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work, and whenever the Engineer shall notify the Contractor that any man on the Work is, in his opinion, incompetent, unfaithful, intemperate, or disorderly or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person on the Work representing the Owner, or is otherwise unsatisfactory, such man shall be discharged immediately from the Work and shall not be re-employed upon it except with the consent of the Engineer. Such discharge shall not be the basis of any claim for damages against the Owner or his agents.

2.12.03 In the event that the Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the District Representative, at least seven days prior to engaging the person, an Experience Statement form for the District's review and acceptance. Any proposed substitution is subject to the approval of the District Representative based upon qualifying experience on similar projects as set forth in the bid documents for the project. Failure to obtain the District's acceptance shall not constitute a cause for delay. In addition, the District may issue an order to stop the work under these General Conditions until such time as the Contractor engages persons possessing skills and qualifications acceptable to the District.

2.12.04. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or Contractors, then Contractor shall require the Subcontractor to:

1. coordinate its Work with the dependent work;
2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
3. supply and install items to be built into dependent work of others;
4. make provisions for dependent work of others;
5. examine dependent drawings and specifications and submittals;
6. examine previously placed dependent work;
7. check and verify dependent dimensions of previously placed work;
8. notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and

9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

2.12.05. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the District in accordance with the terms of the Contract, but nothing herein contained shall be taken to relieve Contractor of any of its obligations or liabilities under the Contract, or of performing its required detailed direction and supervision.

2.12.06. Contractor shall at all times permit the District, its agents and authorized representatives to: (i) visit and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject the Work if it does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the District.

2.12.07. Whenever Contractor desires to perform Work outside regular working hours, Contractor shall give notice to the District of such desire and request and obtain the District's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the District may make the necessary arrangement for testing and inspection.

2.12.08. If Contractor receives a written notice from the District that a Clarification is forthcoming from the District, all Work performed before the receipt of the Clarification shall be coordinated with the District to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the District's written notice but before receipt of the Clarification and not so coordinated shall be at Contractor's risk.

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

SECTION 2.13
of
GENERAL CONDITIONS

CHANGES IN THE WORK

2.13.01 This Agreement may not be altered in whole or in part except by modification in writing and properly executed by all parties hereto or by a change order.

2.13.02 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

2.13.03 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

SECTION 2.14
of
GENERAL CONDITIONS

CHANGES IN CONTRACT PRICE

2.14.01 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices. Original bid items. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant, the Owner shall review the unit price to determine if a new unit price should be negotiated.
- b. An agreed lump sum.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

When all or any part of the work covered by Change Order is performed by any of the Contractor's Subcontractors, the markups established in this section shall be applied to the Subcontractor's actual cost of such work, to which a markup of five (5) percent on the subcontracted portion of the work may be added by the prime Contractor.

SECTION 2.15
of
GENERAL CONDITIONS

TIME FOR COMPLETION AND
LIQUIDATED DAMAGES

2.15.01 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on or before a date specified in the Notice to Proceed. The Contractor should be aware that time is of the essence for this project.

2.15.02 The Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

2.15.03 If the Contractor shall fail to complete the Work within the Contract Time, or requests for extension of time approved by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

2.15.04 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- a. To any preference, priority or allocation order duly issued by the Owner.
- b. If delays are caused by unforeseen events beyond the control of both the Contractor and the Owner, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, labor, required "extra work," or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

- c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 2.15.04a and 2.15.04b of this article.

- d. If delays beyond the Contractor's control are caused by reasons other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interests of the Owner, an extension of time may be granted, but the Contractor shall not be entitled to damages or additional payment due to such delays.

If delays beyond the Contractor's control are caused solely by action or inaction by the Owner, such delays will entitle the Contractor to an extension of time.

- e. Extensions of time, when granted, will be based upon the effect of delays on the project as a whole and will not be granted for noncontrolling delays to minor included portions of work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole.
- f. If the Contractor desires payment for a delay or an extension of time, he shall, within thirty (30) days after the beginning of the delay, file with the Owner a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least fifteen (15) days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such request.

2.15.05 In case the Work called for under this Contract is not completed within the time limit stipulated herein, the Owner shall have the right, in lieu of assessing liquidated damages, to extend the time of completion thereof. If the time limit be so extended, the Owner shall have the right to charge to the Contractor and to deduct from the final payment for the Work, the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate and the cost accruing by reason of unavoidable delays shall not be included in such charges.

SECTION 2.16
of
GENERAL CONDITIONS

CORRECTION OF WORK

2.16.01 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

2.16.02 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

SECTION 2.17
of
GENERAL CONDITIONS

SUBSURFACE CONDITIONS AND
EXAMINATION OF CONTRACT DOCUMENTS

2.17.01 The Contractor represents that he has carefully examined the Contract Documents and the site where the Work is to be performed and that he has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may affect performance of the Work in any manner. The Contractor further represents that he has studied all surveys and investigation reports governing subsurface and latent physical conditions pertaining to the job site; that he has performed such additional surveys and investigations as he deems necessary to complete the Work at the Contract Price; and, that he has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a Bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered and as to the character, quality and scope of the Work.

2.17.02 The Drawings for the Work show conditions as they are supposed or believed by the Engineer to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions actually exist. The Owner and the Engineer shall not be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown in the Drawings and the actual conditions revealed during the progress of the Work or otherwise.

Where the Owner or the Engineer or their consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, the Contractor may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the Engineer.

The records of such investigations are not a part of the Agreement and are shown solely for the convenience of the Contractor. It is expressly understood and agreed that the Owner, the Engineer and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations; the records thereof; or of the interpretations set forth therein or made by the Owner's consultants, the Engineer or his consultants in the use thereof by the Engineer, and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked for developments may not occur, or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the Owner, the Engineer or their consultants is included with the Drawings, it is expressly understood and agreed that said log of test borings does not constitute a part of the

Agreement, represents only the opinion of the Owner or the Engineer or their consultants as to the character of the materials encountered by them in the test borings, is included in the Drawings only for the convenience of the Contractor, and its use is subject to all of the conditions and limitations set forth in this article.

2.17.03 The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of Section 2.17.01 and the Contractor is cautioned to make such independent investigations and examinations as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the Work.

2.17.04 No information derived from such inspection of records of investigations or compilation thereof made by the Owner, Engineer, or their consultants will in any way relieve the Contractor from any risk or from properly fulfilling the terms of the Agreement.

SECTION 2.18
of
GENERAL CONDITIONS

SUSPENSION OF WORK,
TERMINATION AND DELAY

2.18.01 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.18.02 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

2.18.03 Where the Contractor's services have been terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.

2.18.04 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit. The Owner's authority and responsibility with respect to termination for convenience of owner or upon breach of contract are set forth in more detail in Section 2.35 of these General Conditions.

2.18.05 If, through no act or fault of the Contractor, the entire Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or by request of litigation relating to the Project, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

2.18.06 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

SECTION 2.19
of
GENERAL CONDITIONS

PAYMENTS TO CONTRACTOR

2.19.01 SECTION NOT USED

2.19.02 SECTION NOT USED

2.19.03 SECTION NOT USED

2.19.04 SECTION NOT USED

2.19.05 SECTION NOT USED

2.19.06 SECTION NOT USED

2.19.07 SECTION NOT USED

2.19.08 SECTION NOT USED

SECTION 2.20
of
GENERAL CONDITIONS

ACCEPTANCE OF FINAL
PAYMENT AS RELEASE

2.20.01 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

SECTION 2.21
of
GENERAL CONDITIONS

INSURANCE

2.21.01 The Contractor shall not commence any work under the Contract Documents until he obtains at his own expense all required insurance. Such insurance must have the approval of the Owner as to Company, limits, form and amount. The Contractor shall not permit any Subcontractor to commence work on the Project until the Subcontractor has also complied with these insurance requirements. The types of insurance, which the Contractor shall secure and maintain for the full Contract time, are Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Builder's Risk "All Risk" Insurance, and Contractor's Pollution Liability Insurance as hereinafter specified. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Contract Documents.

All policies required by this Section shall be primary insurance as to the Owner so that coverage held by the Owner will not contribute to any loss under the Contractor's insurance using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

Premiums for said insurance shall be paid for by the Contractor.

2.21.02 Before commencing any work, the Contractor shall submit written evidence that he and all Subcontractors have obtained for the Contract time full Worker's Compensation Insurance coverage, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Owner, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the named insured for the Owner; this provision applies regardless of whether or not the Owner has received a waiver of subrogation from the insurer.

2.21.03 Before commencing any work, the Contractor shall procure for the entire Contract time full Commercial General Liability Insurance, Automobile Liability Insurance coverage, and Contractor's Pollution Liability as hereinafter specified. Such insurance shall insure the Contractor and all Subcontractors for all claims for personal injury, including sickness and death, and all claims for destruction of or damage to property, including loss of use, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under the Contractor, or by anyone directly or indirectly employed by the Contractor or by any Subcontractor.

Such Commercial General Liability Insurance shall be written with a limit of liability of not less than five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the

policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit. Should the Contractor maintain insurance coverage exceeding the specified amount, any such additional coverage shall still benefit the Owner.

Such Commercial General Liability Insurance shall also be written for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

Such Automobile Liability Insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, including sickness and death, at any time resulting therefrom, sustained by any one person in any one occurrence, and a limit of liability of not less than two million dollars (\$2,000,000) aggregate for any such damages sustained by two or more persons in any one occurrence. Such automobile liability insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District.

Coverage for Commercial General Liability Insurance, Contractor's Pollution Liability Insurance and Automobile Liability Insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 00 01).
- b. Insurance Services Office (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c. Excess Liability Insurance (if necessary) - The limits of insurance required in this agreement may be satisfied by a combination of primary, umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured.

Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officers, employees, agents and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, administration and defense expenses.

The Commercial General Liability Insurance policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

The policy for such insurance shall include contractual coverage sufficiently broad to cover the Contractor's indemnification agreement contained in Section 2.24 excepting 2.24.04 of these General Conditions. The District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 11 85; or both CG 20 10 10 01 and CG 20 37 10 01 (or the CG 20 10 07 04 and CG 20 37 07 04 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the District for all work performed by the Contractor, its employees, agents and subcontractors. this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

2.21.04 Until the completion and final acceptance by the Owner of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

If applicable, the Contractor shall provide and maintain **Builder's Risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Owner. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The policy shall be endorsed with Owner, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Owner

or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Owner. The policy must specify that coverage is to include all materials and equipment to be incorporated in the Project while at the construction site and while in transit.

Such policy shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District. A maximum deductible amount of five thousand dollars (\$5,000.00) on all perils will be allowed. Also, the insurer shall waive all rights of subrogation.

If the Owner determines not to require the Contractor to procure such insurance, the Contract price shall be reduced by the amounts set forth in the bid items for the premium for such insurance.

If the Owner determines to require the Contractor to procure such insurance, such insurance shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The policy or policies for such insurance may provide for a deductible amount not to exceed five (5) percent of the Contract price. As provided in Section 7104 of the Public Contracts Code, the Contractor is responsible for the cost of repairing or restoring work up to five (5) percent of the contract amount.

2.21.05 Contractor shall furnish the Owner with copies of certificates and amendatory endorsements affecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages, required by these specifications, at any time. Failure to continually satisfy the insurance requirements is a material breach of contract.

Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's Contracts Analyst. Carrier(s) shall have an A.M. Best rating of no less than an A: VII or better.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the Commercial General Liability declarations or

endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include required provisions. The District reserves the right to obtain complete, certified copies of all required insurance policies at any time and the Contractor shall provide the same within five (5) days of such request. Failure to continually satisfy the insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least ten (10) years after completion of the project. The Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expires during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

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

The District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

SECTION 2.22
of
GENERAL CONDITIONS

CONTRACT SECURITY

2.22.01 The Contractor shall within thirty (30) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond in penal sum equal to the amount of the Contract Price and a Payment Bond in penal sum equal to one-hundred (100) percent of the amount of the Contract Price, requiring the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the payment by the Contractor to all subcontractors, persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

2.22.02 Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and by California law. The expense of these Bonds shall be borne by the Contractor. Bonds to be placed with insurers with a current A.M. Best's rating of no less than A: VII or better.

2.22.03 If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall they be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

2.22.04 The Performance Bond and the Payment Bond must remain in effect throughout the period for performance of the Work and through the time of final payment by the Owner, and the Performance Bond must remain in effect for a period of one (1) year from the date of approval of the work by the Board of Directors of Owner, which is the period of the Contractor's warranty, or as modified under the Supplemental General Conditions. If a change order results in an increased contract amount, an updated bond must be submitted to reflect the revised total contract value.

SECTION 2.23
of
GENERAL CONDITIONS

ASSIGNMENTS AND BANKRUPTCY

2.23.01 The Contractor shall not sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

2.23.02 In the event of bankruptcy of the Contractor, whether voluntary or involuntary, this Agreement is automatically terminated, and the Contractor is entitled to no further payments over and above the reasonable value of the actual work completed at that time.

SECTION 2.24
of
GENERAL CONDITIONS

INDEMNIFICATION

2.24.01 The Contractor and any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable during the term of this agreement and associated with the work performed thereunder, will indemnify, defend and hold harmless the Owner and any of their directors, independent contractors, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, but not including the sole or active negligence or willful misconduct of the Owner.

Each of the indemnified parties named in this Section shall be entitled to designate the attorney of their choice and indemnitor agrees to keep Owner's attorney advised as to the status of all claims, damages, losses, expenses and litigation which may arise hereunder.

2.24.02 In any and all claims against the Owner or any of their directors, independent contractors, agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

2.24.03 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

2.24.04 The Contractor shall indemnify, defend and save the Owner, the Owner's Representative, the Engineer, their consultants, and each of their directors, independent contractors, officers, employees and agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Agreement, including but not limited to, Contractor's failure to complete any portion of the Work by the time specified in the Contract Documents. Such costs, expenses, and damages shall include all costs incurred by the Owner, the Owner's Representative, the Engineer, and their consultants to defend against any claims, stop notices, or lawsuits based thereon in which any of them is made a party.

Each of the indemnified parties named in this section shall be entitled to designate the attorney of their choice and the indemnitor agrees to pay the fee of each such attorney so designated.

SECTION 2.25
of
GENERAL CONDITIONS

SEPARATE CONTRACTS

2.25.01 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

2.25.02 The Owner may perform additional Work related to the Project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.25.03 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 2.14, 2.15, and 2.18.

SECTION 2.26
of
GENERAL CONDITIONS

SUBCONTRACTING

2.26.01 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed, by specialty Subcontractors.

2.26.02 After submission of his Bid, the Contractor shall not award Work to any unlisted Subcontractor(s) without prior written approval of the Owner.

2.26.03 The Contractor shall be fully responsible to the Owner for the performance of his Subcontractors, and of persons either directly or indirectly employed by them.

2.26.04 The Contractor shall review each condition of this Contract and cause to be inserted in all subcontracts comparable provisions relative to the Work to bind Subcontractors to the Contractor by the terms of the Subcontract Documents insofar as applicable to the Work of Subcontractors in the same manner that Contractor is bound to Owner (e.g., payment bond, insurance, arbitration, termination on unauthorized assignment or on bankruptcy, etc.), and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents. Copies of contracts between the Contractor and any Subcontractors shall be furnished to the Owner upon request.

2.26.05 All payments by Contractor to Subcontractor(s), which involve material made by joint check, shall specifically allocate the payment between the materialmen involved and the Subcontractor.

2.26.06 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

SECTION 2.27
of
GENERAL CONDITIONS

ENGINEER'S AUTHORITY

2.27.01 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

2.27.02 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

2.27.03 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

2.27.04 The Engineer shall promptly make decisions relating to interpretation of the Contract Documents.

2.27.05 Any plan or method of Work suggested by the Engineer but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner shall assume no responsibility therefor.

2.27.06 Engineer's authority and responsibility with respect to Resident Project Representation are as set forth in Section 2.33 of these General Conditions.

SECTION 2.28
of
GENERAL CONDITIONS

LAND AND RIGHTS-OF-WAY

2.28.01 Prior to issuance of Notice to Proceed, the Owner shall obtain land and all work shall be performed within existing public rights-of-way for carrying out the Work to be performed pursuant to the Contract Documents. Right-of-way limits are shown on the Drawings.

2.28.02 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

2.28.03 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

2.28.04. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the District to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the District.

2.28.05. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.

2.28.06. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part of the Work or adjacent property to stresses or pressures that will endanger it.

2.28.07. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

SECTION 2.29
of
GENERAL CONDITIONS

GUARANTEE

2.29.01 The Contractor shall guarantee that all materials and equipment furnished will be new unless otherwise specified.

2.29.02 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance by the Board of Directors of Owner. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance by the Board of Directors of Owner that the completed work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guarantee period.

SECTION 2.31
of
GENERAL CONDITIONS

TAXES

2.31.01 The Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening including, but not limited to, all sales, consumer, use and other similar taxes assessed by Federal, State or local authorities where the Work is performed.

2.31.02 The terms of these Contract Documents may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to these Contract Documents, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 2.32
of
GENERAL CONDITIONS

CONFLICT

2.32.01 SECTION NOT USED.

2.32.02 SECTION NOT USED.

SECTION 2.33
of
GENERAL CONDITIONS

RESIDENT PROJECT REPRESENTATIVE

2.33.01 The Engineer will furnish a Resident Project Representative and Assistants to assist the Engineer in carrying out his responsibilities at the Project sites. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and Assistants are herein set forth.

2.33.02 The Resident Project Representative is the Engineer's agent and will act as directed by and under the supervision of the Engineer. He will confer with the Engineer regarding his actions. His dealings in matters pertaining to the on-site Work shall, in general, be only with the Engineer and the Contractor. His dealings with Subcontractors shall only be through or with the full knowledge of the Contractor or his superintendent. He will generally communicate with the Owner only through or as directed by the Engineer.

2.33.03 The duties and responsibilities of the Resident Project Representative will be as follows:

- a. Schedules - Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with the Engineer concerning their acceptability.
- b. Conferences - Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- c. Liaison -
 - (1) Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the Engineer in serving as Owner's liaison with the Contractor when Contractor's operations affect Owner's on-site operations.
 - (2) As requested by the Engineer, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the Work.
 - (3) Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from the Owner or others, except instructions transmitted through the Engineer or himself.

- d. SECTION NOT USED
- e. SECTION NOT USED
- f. Interpretation of Contract Documents - Transmit to the Contractor the Engineer's clarifications and interpretations of the Contract Documents.
- g. Modifications - Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.
- h. Records -
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - (2) Keep a diary or logbook, recording hours on the job site, weather conditions, data related to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
 - (3) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials.
- i. Reports -
 - (1) Furnish Engineer periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- j. Payment Requisitions - Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site.
- k. Guarantees, Certificates, Maintenance and Operation Manuals - During the course of the Work, verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Engineer for his review and forwarding to the Owner prior to final acceptance of the Project.

1. Completion -

- (1) Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- (2) Conduct final inspection in the company of the Engineer, Owner and Contractor and prepare a final list of items to be corrected.
- (3) Verify that all items on the final list have been corrected and make recommendations to the Engineer concerning acceptance.

2.33.04 Except upon written instructions of the Engineer, the Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- c. Expedite Work for the Contractor.
- d. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- f. Authorize the Owner to occupy the Project in whole or in part.
- g. Participate in specialized field or laboratory tests.

SECTION 2.34
of
GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

2.34.01 The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or Agreement for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, defend and indemnify the Owner, the Engineer, and all of its and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the Owner, the Contractor shall bear all costs arising therefrom.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. Wages to be paid for a day's work to all classes of laborers, workers, or mechanics on the work contemplated by the contract, shall be not less than the prevailing rate for a day's work in the same trade or occupation on the locality within the State where the work hereby contemplated is to be performed as determined by the State of California Director of Industrial Relations pursuant to his authority under Labor Code section 1720 et. seq. Each laborer, worker, or mechanic employed by a Contractor or by any Subcontractor shall receive the wages herein provided for. The Contractor shall pay up to two hundred (\$200.00) per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to the worker. NOTE: an error on the part of the awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code section 1720 – 1781 and 1813 – 1815.
- b. In accordance with Sections 1773.1 and 1773.8 of the Labor Code the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et. seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the Owner, forfeit up to twenty-five (25) Dollars for each workman employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours per day at not less than 1.5 times the base rate of pay (or 2 times base rate on Sunday/Holidays), in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is responsible for compliance with Labor Code Section 1777.5 and the California Code of Regulations 230 – 230.2 for all apprenticeable occupations, whether employed by the Contractor or by the Subcontractors. Included in these requirements is the Contractor's requirement to provide notification to the appropriate apprenticeship committees, pay training fund contributions, utilize apprentices in a minimum ratio of not less than once apprentice for each five journeyman hours (unless an exception is granted in accordance with Labor Code 1777.5) and/or request for the dispatch 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.

Willful violations of Section 1777.5 will result in a forfeiture of \$100.00 for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

- f. Attention is directed to the provisions of Labor Code 1725.5 requiring all contractors and subcontractors who bid or work on a public works project to be registered with the Department of Industrial Relations (DIR) via its online portal: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

2.34.02 In the event of any legal or equitable proceeding to enforce the terms or conditions of this Agreement, the parties agree that venue shall be in the judicial district in which the office of the Owner is located.

2.34.03 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

All clauses contained in the Contract Documents shall be interpreted in a manner, which renders them valid under applicable provisions of State, and Federal law where a consistent interpretation is possible.

2.34.04 In the event any arbitration proceeding, administrative proceeding or litigation in law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions or performance of this Agreement, the prevailing party shall be entitled to the award of a reasonable attorney's fee and the costs of the proceeding, which shall be determined by the Court or the presiding officer at the proceeding, authorized to make a determination of the issues at the hearing level, or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

If any party to this Agreement becomes a party to any litigation, administrative proceeding or arbitration concerning the enforcement or interpretation of the provisions of this Agreement or the performance of this Agreement by reason of any act or omission of another party or authorized representatives of another party to this Agreement and not by any act or omission of the party that becomes a party to that proceeding or any act or omission of its authorized representatives, the party that causes another party to become involved in the proceeding shall be liable to that party for reasonable attorney fees and costs of the proceeding incurred by that party in the proceeding. The award of reasonable attorney fees and costs shall be determined as provided above.

In the event opposing parties have each prevailed on one or more causes of action actually contested or admitted by pleadings or prehearing documents on file, the presiding officer may offset such fees and costs between prevailing parties after considering the necessity of the proceeding and the importance of the issue or issues upon which a party has prevailed.

2.34.05 It shall be the responsibility of the contractor to maintain an accurate payroll record showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code 1776, and to insure that each subcontractor on the project also complies with all provisions of Labor Code 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall submit to the Agency's designated Labor Compliance Officer a copy of Certified Payroll Records as enumerated by Labor Code 1776 for the Contractor's, as well as Subcontractor's, employees working on the project work. The Agency shall make no payment to the Contractor until the certified records are received by the Agency's designated Labor Compliance Administrator/Department/Division. Each contractor performing work under contract shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776. Contractor and Subcontractor shall keep accurate project records such as Daily Logs and Reports and may be asked to provide copies of such records per the State of California Public Records Act, Government Code section 6250 – 6276.48. Pursuant to SB854, all public works contractors and subcontractors shall also furnish electronic certified payroll records directly to the Labor Commissioner. For all projects awarded on or after April 1, 2015, the contractors and

subcontractors must furnish electronic certified payroll records to the Labor Commissioner using the online portal: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the contractor and/or subcontractor and the name, address and telephone number of all employees do not appear on the modified records.

Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten (10) days of the date a written request for payroll records has been received.

Failure of contractor to comply with any provision of this Section or Labor Code 1776 within ten (10) days of the date a written request for compliance is received shall result in a forfeiture of up to one hundred dollars (\$100.00) per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Owner shall withhold penalties under this Section or Labor Code 1776 from the contractor's progress payments then due.

2.34.06 By entering into this contract or any subcontract pursuant to this contract, the Contractor and each Subcontractor who performs work or supplies goods, services or materials hereby offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Federal or State Anti-Trust Law, including, but not limited to, any Anti-Trust action any of them may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to this contract or any related subcontract. This assignment is made and becomes effective at the time the awarding body tenders final payment to the Contractor shall insure that a comparable provision is included in all subcontracts at all tier levels which are executed pursuant to this prime contract. Contractor shall have the rights set forth in Section 4553 and 4554 of the Public Contract Code.

SECTION 2.35
of
GENERAL CONDITIONS

REMOVAL, RELOCATION OR PROTECTION
OF EXISTING UTILITIES

2.35.01 SECTION NOT USED

2.35.02 SECTION NOT USED

2.35.03 SECTION NOT USED

2.35.04 SECTION NOT USED

2.35.05 SECTION NOT USED

SECTION 2.36
of
GENERAL CONDITIONS

ANTI-TRUST CLAIMS

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

SECTION 2.37
of
GENERAL CONDITIONS

TERMINATION FOR CONVENIENCE
OF OWNER OR UPON BREACH OF CONTRACT

2.37.01 The performance of work under this contract may be terminated by Owner in accordance with this clause in whole or from time to time in part whenever Owner or Owner's Representative determines that such termination is in the best interest of Owner. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, the date upon which the termination becomes effective, and the reason for the termination.

2.37.02 After receipt of a Notice of Termination, except as otherwise directed by Owner or Owner's Representative, Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- b. Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for the completion of such portion of work under the contract as is not terminated,
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- d. Assign to Owner in the manner, at the times, and to the extent directed by Owner or Owner's Representative all of the right, title, and interest of Contractor under the orders and subcontracts terminated, in which case Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent Owner may require,
- f. Transfer title and deliver to Owner, in the manner, at the times, and to the extent, if any, directed by Owner (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination and (2) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to Owner,
- g. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by Owner or Owner's Representative any property of the types referred to in f. above, provided Contractor (1) shall not be required to extend credit to any purchasers, and (2) may acquire any such property under the conditions prescribed by and at the prices approved by Owner or Owner's Representative. The proceeds of any such

transfer or disposition shall be applied in reduction of any payments to be made by Owner to Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as Owner or Owner's Representative may direct,

- h. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination to the satisfaction of Owner,
- i. Take such action as Owner or Owner's Representative may direct for the protection and preservation of the property related to this contract which is in the possession of Contractor and which the Owner has or may acquire an interest.

After receipt of a Notice of Termination, Contractor shall submit to Owner his termination claim, in the form and with certification prescribed by Owner or Owner's Representative. This claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner or Owner's Representative upon Contractor's written request within such three (3) month period or any authorized extension of the three (3) month period. Owner may deny or grant the request for an extension of time as Owner may determine in its sole discretion. Owner's decision to grant or deny the extension shall be final and binding on all parties to this contract. Upon failure of Contractor to submit his termination claim within the time allowed, Owner or Owner's Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to Contractor the amount so determined.

2.37.03 Contractor and Owner may agree upon the whole or any part of the amount paid to Contractor by reason of the total or partial termination of work pursuant to this clause provided an agreement, in writing, has been reached within three months following the date the termination notice has become effective.

In the event Contractor and Owner are unable to agree on the termination price, Owner shall pay to Contractor the amount determined by Owner or Owner's Representative, in its sole discretion, to be fair and equitable under the circumstances excluding amounts Owner and Contractor have agreed to in accordance with the terms of this section.

In no event shall Contractor be entitled to receive any amount upon termination of this contract which exceeds the total contract price reduced by the amount of payments otherwise made and further reduced by the contract price of work not terminated, by the fair value, as determined by Owner or Owner's Representative, in its sole discretion, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner, by all unliquidated advances or other payments on account made to Contractor applicable to the terminated portion of the contract, by any claim which Owner may have against Contractor in connection with this contract, by the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of this clause and not otherwise recovered or credited to Owner, and by estimated or actual costs to correct Contractor's work which Owner or Owner's Representative, in its sole discretion, determines to be defective. The decision of Owner or Owner's

Representative to determine the proper termination amounts shall be final and binding on all parties to this contract.

2.37.04 Unless otherwise provided for in this contract, Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to Owner at all reasonable times at the office of Contractor, and without charge of any kind to Owner, all Contractor's books, records, documents, and other evidence bearing on the costs and expenses of Contractor under this contract. For this purpose, Contractor specifically consents to allow Owner to receive such copies of Contractor's tax returns as Owner may deem necessary to verify Contractor's costs.

2.37.05 In the event Owner terminates the contract in whole or in part due to the failure of Contractor, its agents, servants, employees or subcontractors to perform any work in the time or manner designated in the contract documents, Owner shall immediately serve written notice of the Termination upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within ten (10) days after the serving upon it of a notice of termination does not give the Owner written notice of his intention to take over and perform the contract or does not commence performance thereof within thirty (30) days from the date of serving said notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method he may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Owner for any excess costs or other damages occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the Owner elects to complete by furnishing his own employees, materials, tools and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for force account work in the article on payment for changes in the work.

2.37.06 In the event Owner terminates the contract as a result of a breach of any contract terms by Contractor, its agents, servants, employees or subcontractors, if the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Excessive costs not paid by Contractor or its Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of fifteen percent (15%) per annum or the maximum rate authorized by California law, whichever is lower.

SECTION 2.38
of
GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

2.38.01 Responsibility of Job Site Conditions

Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall defend, indemnify and hold the Owner and the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the Owner or the Engineer.

2.38.02 Mediation and Arbitration of Claims

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20103.5) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are attached to these General Conditions.

SECTION 2.39
of
GENERAL CONDITIONS

PUBLIC CONTRACT CODE SECTIONS
20103.5 – 20207.7

The following Public Contract Code Sections are included for information.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount of payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the local agency shall, within thirty (30) days, schedule a meet-and-confer conference for the purpose of resolving the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision

(a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article.

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as, otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgement. The interest shall begin to accrue on the date the suit is filed in a court of law.

As stated in subdivision (c) of Section 20104, any contract entered into on or after January 1, 1991, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

20207.7. Unless the amount involved in the purchase at any one time of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board may purchase the articles without the necessity of advertising or lettering contracts. Where the cost of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board shall advertise for sealed bids for furnishing the district the articles. In the matter of advertising, opening and accepting bids, and the letting of contracts, the board shall proceed in all respects in the manner and form provided in the case of contracts for annual supplies.

**AGREEMENT FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES
BY INDEPENDENT CONTRACTOR
PROJECT DIR # _____**

THIS AGREEMENT FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **October 1, 2026**, by and between the MISSION SPRINGS WATER DISTRICT, a County Water District (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **L O Lynch Quality Wells & Pumps Inc., a California corporation** whose address is **856 w Seventh Street, San Jacinto, CA 92582** (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. DISTRICT desires to engage CONTRACTOR to provide the following services: on-call well, booster, and related facility maintenance, repair, and emergency services on an as-needed basis; and
- B. CONTRACTOR has made a proposal (“Proposal”) to the DISTRICT to provide such services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and
- C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof; and
- D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services; and
- E. The parties acknowledge that some or all of the Services may constitute “public works” or “maintenance” under California Labor Code section 1720 et seq.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

- 1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2027**, unless extended by the parties with the approval of the General Manager or Board of Directors of the

Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2027**, unless extended by the parties with the approval of the General Manager or Board of Directors of the DISTRICT.

2. Services to be Performed. CONTRACTOR agrees to provide on-call maintenance, repair, and emergency services ("Services") as requested by DISTRICT and contained within the Proposal. All Services shall be authorized through written task orders ("Task Orders") issued by the DISTRICT. Each Task Order shall describe the scope of work, schedule, and compensation. CONTRACTOR shall not perform any Services without prior written authorization from DISTRICT. CONTRACTOR designates **Phil Lucas** as CONTRACTOR'S representative(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager ("Project Manager") in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

2.01. Task Orders. DISTRICT shall issue Task Orders on an as-needed basis. For each Task Order, CONTRACTOR shall submit a written cost proposal, which shall include, at a minimum, labor, materials, subcontractors, and a proposed schedule for completion. No Task Order shall be binding, and CONTRACTOR shall not commence any work thereunder, unless and until the Task Order has been approved in writing by the DISTRICT. DISTRICT makes no representation or guarantee that CONTRACTOR will receive any minimum amount of work under this Agreement.

2.02. In addition to the requirements set forth in this Agreement, all Services performed pursuant to any Task Order shall be subject to, and CONTRACTOR shall comply with, the General Conditions, Special Conditions, and bond requirements applicable to the Work. The General Conditions and Special Conditions are attached hereto as Exhibit "C" and incorporated herein by this reference.

Each Task Order issued under this Agreement shall expressly incorporate the terms of this Agreement and Exhibit "C". Additionally, CONTRACTOR agrees that all work performed under any Task Order shall be governed by, and performed in accordance with, such provisions, whether or not expressly restated in the Task Order.

Without limiting the foregoing, CONTRACTOR shall comply with all requirements relating to performance bonds, payment bonds, maintenance bonds, and any other security required by the DISTRICT pursuant to Section 12 of this Agreement. In the event of any conflict between the terms of a Task Order and the General Conditions, Special Conditions, or bond requirements, the more stringent provision, as determined by DISTRICT, shall control.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR'S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT. CONTRACTOR shall require all subcontractors to comply with all applicable provisions of this Agreement, including prevailing wage, insurance, and indemnity obligations.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. This Agreement is a time-and-materials, on-call contract. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of **\$200,000.00**. Each Task Order issued pursuant to this Agreement may include its own not-to-exceed amount, which shall not be exceeded without prior written approval of the DISTRICT.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing. CONTRACTOR shall not exceed any not-to-exceed amount established in an approved Task Order without the prior written approval of the DISTRICT.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. Invoices shall reference the applicable Task Order. DISTRICT may withhold payment for: (i) defective work, (ii) non-compliance with prevailing wage laws, or (iii) incomplete or unauthorized work. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

4.05 DISTRICT may withhold retention from progress payments on a Task Order basis where appropriate. Retention shall not exceed five percent (5%) of the amount

payable under the applicable Task Order, unless a higher percentage is permitted by applicable law. Retention shall be released upon satisfactory completion and acceptance of the applicable Task Order, and if a Notice of Completion is recorded for such Task Order, in accordance with applicable law governing the release of retention. Retention, if any, shall be administered separately for each Task Order.

4.06 Stop Notices. CONTRACTOR acknowledges that DISTRICT may withhold funds otherwise due or to become due to CONTRACTOR in response to any stop notice, bonded stop notice, or other lawful claim made in accordance with California Civil Code. DISTRICT shall be entitled to withhold such amounts as required by law or as reasonably necessary to satisfy such claim. CONTRACTOR shall be solely responsible for resolving any such claim, and DISTRICT shall have no obligation to make payment to CONTRACTOR for amounts subject to such withholding until the claim is released, discharged, or otherwise resolved to the satisfaction of DISTRICT in accordance with applicable law.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. All Services shall be performed in accordance with applicable industry standards and in a good and workmanlike manner. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than for the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR shall perform the Services subject to the direction, control, and approval of DISTRICT as set forth in this Agreement and applicable Task Orders.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform

the Services herein. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.06 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.07 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.08 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.09 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.10 In the performance of this Agreement the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. DISTRICT shall have the right to suspend all or any portion of the Services upon written or verbal notice if DISTRICT reasonably determines that unsafe conditions or non-compliance with applicable laws or regulations exists. CONTRACTOR shall promptly correct any such conditions at its sole cost and expense. Any delay or cost resulting from such suspension attributable to CONTRACTOR'S failure to comply with this Section shall be borne solely by CONTRACTOR.

5.11 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown

conditions, which will materially affect the performance of the Services hereunder, CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards, and shall be free from defective or faulty workmanship and materials. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.12 Time is of the essence with respect to each Task Order issued under this Agreement.

5.13 CONTRACTOR shall be available on a 24-hour basis and shall respond to emergency service requests within two (2) hours unless otherwise approved by DISTRICT.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the

following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

c. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

e. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

f. Required Provisions –

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial

General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time

- **Waiver of Subrogation:** The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- Primary Coverage: For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR

expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services as an independent contractor, subject to the direction and requirements of this Agreement and applicable Task Orders. CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications, experience, personnel, and resources necessary to perform the Services under this Agreement in a competent and workmanlike manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the standards set forth in this Agreement, including Section 5.01, and that all materials and workmanship shall be of good quality and fit for their intended purpose. Further, CONTRACTOR represents and warrants that the individual signing this

Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

10.04 Prevailing Wages.

A. To the extent applicable, each Task Order is subject to the State of California "Prevailing Wage Rates". Each applicable Task Order is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the Proposal. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

B. Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations (DIR) as a Public Works Contractor for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are properly registered with DIR and maintain active registration throughout the duration of the Project. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

C. As a condition of payment, CONTRACTOR shall timely submit all required certified payroll records and related documentation. DISTRICT may withhold any portion of a payment, including the full amount, if CONTRACTOR fails to comply with prevailing wage or DIR requirements.

D. CONTRACTOR shall comply with all applicable apprenticeship requirements set forth in California Labor Code sections 1777.5 and 1777.6, including the employment of properly registered apprentices and payment of required apprenticeship contributions. CONTRACTOR shall ensure that all subcontractors also comply with such requirements. CONTRACTOR shall maintain and submit all required apprenticeship documentation upon request. DISTRICT may withhold payments or take other appropriate action for failure to comply with this Section.

10.05 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.06 CONTRACTOR shall have no authority to bind DISTRICT in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Bond Requirements.

12.01 Purpose. This Section sets forth bonding and related security requirements applicable to the on-call and emergency well, booster, and monitoring well maintenance and repair services to be performed by CONTRACTOR on an as-needed, time-and-materials basis under this Agreement. For purposes of this section, "Surety" means an admitted surety insurer authorized to transact surety business in the State of California. Each bond shall be issued by a Surety admitted in California and acceptable to DISTRICT and shall be on DISTRICT'S then-current bond forms and shall not be subject to any condition, limitation, or modification not expressly approved in writing by DISTRICT. CONTRACTOR shall pay all premiums and costs for required bonds. Bonds are in addition

to, and not in limitation of, any other security, insurance, indemnity, or remedy available to DISTRICT under this Agreement or applicable law.

12.02 Condition Precedent to Work; Delivery of Bonds. As a condition precedent to CONTRACTOR'S commencement of any Services, CONTRACTOR shall deliver to DISTRICT, in form and substance acceptable to DISTRICT, the bonds described in this Section, duly executed by CONTRACTOR as principal and by a Surety. DISTRICT may withhold issuance of any Task Order until all required bonds are received and approved. In the event of emergency Services requiring immediate response to protect public health, safety, or continuity of water operations, DISTRICT may authorize CONTRACTOR to proceed prior to delivery of bonds; provided, however, that CONTRACTOR shall deliver all required bonds within five (5) business days of such authorization, or as otherwise directed by DISTRICT. Failure to timely provide such bonds shall constitute a material breach.

12.03 Performance Bond. CONTRACTOR shall furnish a performance bond guaranteeing faithful performance of all obligations under this Agreement, including completion of all Services authorized by Task Orders issued during the term, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount established under this Agreement (the "Performance Bond"). The Performance Bond shall also apply to and secure the performance of all authorized change orders, amendments, and modifications to any Task Order, including increases in scope, time, or compensation. In the event of emergency Services performed prior to issuance of a Task Order or formal amendment, the Performance Bond shall be deemed to apply to such Services once the associated Task Order or written authorization is issued, including any retroactive approvals. The Performance Bond shall remain in full force and effect through final completion and acceptance of all Services authorized under the applicable Task Order and satisfaction of all CONTRACTOR obligations that survive completion (including warranty and indemnity obligations to the extent applicable).

12.04 Payment Bond. CONTRACTOR shall furnish a payment bond guaranteeing payment in full for all labor, services, equipment, and materials furnished for the Services, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount (the "Payment Bond"). The Payment Bond shall extend to all labor, materials, and services furnished pursuant to authorized change orders, amendments, and modifications to any Task Order. The Payment Bond shall further apply to emergency Services authorized by DISTRICT, including work performed prior to formal Task Order issuance, provided such work is subsequently documented and approved in writing. The Payment Bond shall be conditioned as required by applicable California law for public works and shall inure to the benefit of claimants as defined by law.

12.05 Maintenance Bond. CONTRACTOR shall furnish a maintenance bond guaranteeing the correction of defective work and warranty obligations arising under this Agreement in a penal sum equal to one hundred percent (100%) of the total not-to-exceed contract amount established under this Agreement (the "Maintenance Bond"). The Maintenance Bond shall remain in effect for the duration of the warranty period set forth

in the Maintenance Bond, or such longer period as may be required by applicable law or manufacturer warranty requirements.

12.06 Maintenance of Bonds. CONTRACTOR shall maintain all required bonds continuously in effect. If any bond is canceled, expires, is materially modified, or becomes insufficient due to an increase in the Task Order's not-to-exceed amount, CONTRACTOR shall immediately notify DISTRICT and, within five (5) business days (or sooner if required to avoid any lapse), deliver replacement or supplemental bonds meeting this Section. Failure to provide or maintain required bonds constitutes a material breach. In addition to any other remedies, DISTRICT may (a) suspend Services, (b) withhold payments otherwise due, and/or (c) terminate this Agreement for default, without waiving any rights against CONTRACTOR or the Surety.

12.07 Notice of Completion. If DISTRICT elects to record a Notice of Completion for any Task Order, final payment, including any retained funds applicable to such Task Order, shall be made in accordance with Section 4.05 of this Agreement, and if a Notice of Completion is recorded, not earlier than thirty-five (35) days after such recordation, as required by applicable law. DISTRICT shall have discretion to determine whether a Notice of Completion is appropriate for a given Task Order, consistent with applicable law and DISTRICT's administrative practices. CONTRACTOR shall cooperate with DISTRICT and promptly provide such information and documentation as may be reasonably required for the preparation and recordation of any Notice of Completion.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed,

religion, sex, marital status, national origin or ancestry.

13.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

13.12 Confidentiality. All information gained or work product produced by CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

13.13 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by

CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:**CONTRACTOR:**

MISSION SPRINGS WATER DISTRICT

L.O. LYNCH QUALITY WELLS & PUMPS

By: _____

By: _____

Print
Name _____Print
Name _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK, PROPOSAL, AND FEE SCHEDULE

(insert behind this page)

Questionnaire/Contractor's Qualifications Statement

(4 pages)

CONTRACTOR NAME: LO Lynch Quality Wells and Pumps**1. ORGANIZATION**1.1 How many years has your organization been in business as a Contractor? 321.2 How many years has your organization been in business under its present name? 321.2.1 Under what other names has your organization operated? None

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: 12/6/961.3.2 State of incorporation: CA1.3.3 Corporate ID number: 19964381.3.4 President's name: Emil Worm1.3.5 Agent for Service of Process: Emil Worm

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: _____

1.4.2 Type of partnership (if applicable): _____

1.4.3 Name(s) of general partner(s): _____

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

C57- Water Well Drilling and Service License # 74015b

2.2 List any other certifications held by your organization, and the name under which they are held.

NA

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

Water Well Drilling, Water Well Installation, maintenance,
Service and Rehabilitation

~~3.2 List all freight transportation service contracts your organization has completed in the past five years, giving the name of project, owner, owner's phone number, project manager, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.~~

~~3.3 State average annual amount of freight transportation services performed during the past five years:~~

Year _____ \$ _____
Year _____ \$ _____
Year _____ \$ _____

Year _____ \$ _____

Year _____ \$ _____

~~3.4 List the freight transportation service contracts and/or projects your organization has in progress, giving the name of the project, owner/contact, contract amount and scheduled completion.~~

~~3.53.2~~ Has your organization, under its current name or any previous names, ever failed to complete any work/contract awarded to it? (If Yes, please explain)

4. CLAIMS AND LAWSUITS

4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or any its officers? (If Yes, please describe)

No

4.2 Has your organization filed any lawsuits or requested arbitration with regard to any of its contracts within the last five (5) years? (If Yes, please explain)

No

4.3 During the past five years, have any claims been made against any performance or payment bond maintained in connection with a freight transportation services contract? (If Yes, please describe)

No

~~Please note that all Proposers must have a minimum of three (3) years commercial and/or municipal freight transportation service experience of a similar scope and size and under a valid business name and license number.~~

EXHIBIT C

CURRENT REFERENCES

Item 16.

Bidder Name: LO Lynch Quality Wells and Pumps

Company Name: <u>Long Beach Water District</u>	Contact Person: <u>Donna Monzon</u>
Address: <u>1800 E. Wardlow Rd.</u>	Telephone Number: <u>562-510-2325</u>
City, State, Zip: <u>Long Beach, CA 90801</u>	E-mail Address: <u>donna.monzon@lbwater.org</u>
Services Provided / Date(s) of Service: <u>Water Well Service, maintenance and Rehab</u> <u>2/26/2020 - current (on-call)</u>	

Company Name: <u>Soboba Band of Luiseno Indians</u>	Contact Person: <u>Mary Recendez</u>
Address: <u>PO Box 48</u>	Telephone Number: <u>951-654-5544</u>
City, State, Zip: <u>San Jacinto, CA 92581</u>	E-mail Address: <u>mrecendez@soboba-nsn.gov</u>
Services Provided / Date(s) of Service: <u>Water Well Service, maintenance and Rehab</u> <u>6/16/20 - current</u>	

Company Name: <u>Palm Springs Cemetery</u>	Contact Person: <u>Kathleen Jurasky</u>
Address: <u>31-705 Da Vall Dr.</u>	Telephone Number: <u>760-328-3316</u>
City, State, Zip: <u>Cathedral City, CA</u>	E-mail Address: <u>info@pscemetery.com</u>
Services Provided / Date(s) of Service: <u>Water well service, maintenance and Rehab</u> <u>7/14/17 - current</u>	

Company Name: <u>Gage Canal Company</u>	Contact Person: <u>Benjamin Alms</u>
Address: <u>7542 Dufferin Ave.</u>	Telephone Number: <u>951-780-1333</u>
City, State, Zip: <u>Riverside, CA 92504</u>	E-mail Address: <u>Balms@gagecanal.com</u>
Services Provided / Date(s) of Service: <u>Water well service, maintenance and Rehab</u> <u>6/16/20 - current</u>	

Company Name: <u>Mission Springs Water</u>	Contact Person: <u>Danny Friend</u>
Address: <u>66575 Second St.</u>	Telephone Number: <u>760-668-4947</u>
City, State, Zip: <u>Desert Hot Springs, CA</u>	E-mail Address: <u>DFriend@mswd.org</u>
Services Provided / Date(s) of Service: <u>Water well service, maintenance and Rehab</u> <u>2/4/21 - current</u>	

EXHIBIT F

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 entered into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). 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 DIR to perform public work.

Contractor 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 DIR.

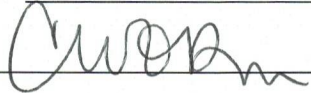
Name of Contractor: LO Lynch Quality Wells and Pumps

DIR Registration Number: 1000000640

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor 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.

Name of Contractor: LO Lynch Quality Wells and Pumps

Signature: 

Name and Title: Christina Worm, Admin

Date: 5/26/24

EXHIBIT G

SCHEDULE OF VALUES (COST PROPOSAL)

Please attach company rate sheets for items not listed below.

1. The Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where MSWD elects to use this method in determining costs.
2. The unit price quoted by the Contractor shall be those unit prices that will be charged or credited for labor be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
3. All work shall be performed in accordance with the specifications described in the RFP.

Table 1: Billing Schedule and Hourly Rates

Pulling & Installation		
Description	Rate	After-Hours/Emergency Hourly Rate*
Mobilization and demobilization	\$ 6,750.00 Lump Sum	\$ 6,750.00 Lump Sum
Two (2) men, rig and service truck	\$ 495.00 /hour	\$ 595.00 /hour
Two (2) man crew and smeal pump rig	\$ 400.00 /hour	\$ 500.00 /hour
Two (2) man crew and development rig	\$ 450.00 /hour	\$ 550.00 /hour
Three (3) man crew and "A" frame pump rig	\$ 495.00 /hour	\$ 595.00 /hour
Each additional employee	\$ 195.00 /hour	\$ 195.00 /hour
Crane		
Description	Rate	After-Hours/Emergency Hourly Rate*
50 ton with one (1) man	\$ 850.00 /hour	\$ 950.00 /hour
One (1) man crew, Service support rig for 50 ton crane	\$ 950.00 /hour	\$ 1150.00 /hour
Rotary Crane		
Description	Rate	After-Hours/Emergency Hourly Rate*
One (1) man and hydraulic crane - 5 ton	\$ 350.00 /hour	\$ 350.00 /hour
One (1) man and hydraulic crane – 8 ton	\$ 350.00 /hour	\$ 350.00 /hour
One (1) man and hydraulic crane – 10 ton	\$ 350.00 /hour	\$ 350.00 /hour

One (1) man and hydraulic crane – 17 ton	\$ 350.00 /hour	\$ 350.00 /hour
Rotary crane – 17 ton and 2-man crew	\$ 475.00 /hour	\$ 575.00 /hour
Field Service		
Description	Rate	After-Hours/Emergency Hourly Rate*
One (1) man and delivery truck	\$ 200.00 /hour	\$ 300.00 /hour
One (1) man and service truck	\$ 325.00 /hour	\$ 425.00 /hour
Two (2) men and service truck	\$ 325.00 /hour	\$ 425.00 /hour
Two (2) men and welding truck	\$ 325.00 /hour	\$ 425.00 /hour
Two (2) man crew and combination rig	\$ 495.00 /hour	\$ 595.00 /hour
Flatbed Truck driver	\$ 250.00 /hour	\$ 300.00 /hour
Service truck and one (1) pump mechanic	\$ 395.00 /hour	\$ 495.00 /hour
Service truck and one (1) electrician	\$ 495.00 /hour	\$ 595.00 /hour
Service truck and one (1) general services	\$ 395.00 /hour	\$ 495.00 /hour
Service truck and one (1) pump mechanic and one (1) assistant	\$ 475.00 /hour	\$ 575.00 /hour
Shop Labor		
Description	Rate	After-Hours/Emergency Hourly Rate*
Shop labor-pump mechanic	\$ 150.00 /hour	\$ 225.00 /hour
Shop labor-machinist	\$ 190.00 /hour	\$ 290.00 /hour
Shop labor-welder	\$ 190.00 /hour	\$ 290.00 /hour
Metal spray labor "Sand blast and epoxy"	\$ 500.00 /hour	\$ 600.00 /hour
Miscellaneous		
Description	Rate	After-Hours/Emergency Hourly Rate*
Dynamic video with Engineering or Hydrogeology support	\$ 2100.00 Lump Sum	\$ 2100.00 Lump Sum
Dynamic video with mini camera	\$ 3550.00 Lump Sum	\$ 3550.00 Lump Sum

Video log-color with downhole and side scan	\$ 2100.00 Lump Sum	\$ 2100.00 Lump Sum
Engineering and Hydrogeology support	\$ 200.00 /hour	\$ 300.00 /hour
NPDES Compliance(Baker tanks, neutralizer equipment, lab fees, fabrication)	\$ 25,000 Lump Sum	\$ 25,000 Lump Sum
50 Ton hydraulic jacks or greater	\$ 35,000 Lump Sum	\$ 35,000 Lump Sum
Air compressor (air lifting)	\$ 19,250 Lump Sum	\$ 19,250 Lump Sum
Wire/Nylon brushes and bails	\$ 2500.00 Lump Sum	\$ 2500.00 Lump Sum
Hourly Minimum (if applicable)		
1. After Hours Rate and Emergency Hourly Rate shall be anytime outside of normal business hours of Monday through Friday, 7:00 AM to 3:30 PM 2. Maximum 5% overhead cap for all materials purchased. Project Administrator reserves the right to request that all original receipts of materials be turned in with invoices before the Contractor is paid.		

SCHEDULE OF VALUES (COST PROPOSAL)

In addition to the rate sheet above, please complete the scenarios below for comparison of bids.

Table 2: Sample Proposal for Service Scenarios

ITEM	ITEM DESCRIPTION	QUANT.	UOM	UNIT PRICE	TOTAL
2 Man crew w/ development rig equipped with spudder	Brush and bail 1000' of 16" well casing w/ louvered perforations @ 500' through 950'	24	Hours	795.00	19,080
2 Man crew of a shop machinist and a pump mechanic	Rebuild 4 stage pump bowl assembly (Flowserve water lubed 14 EMM 1 15/16" Shaft with 10" stick up)	24	Hours	190.00	4,560
3 Man crew w/ service truck and Smeal rig	Install 300' deep verticle turbine water lube domestic water pump. (12" column pipe w/ 1 15/16" SS Shaft.)	16	Hours	495.00	7,920



Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we L. O. Lynch Quality Wells & Pumps, Inc.,
856 W 7th St, San Jacinto, CA 92582,
 as principal, hereinafter called the Principal, and **Granite Re, Inc. DBA Granite Surety Insurance Company, 14001 Quailbrook Drive, Oklahoma City, OK 73134**, a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held and firmly bound unto
Mission Springs Water District,
66575 2nd St., Desert Hot Springs, CA 92240,
 as Obligee, hereinafter called the Obligee, in the sum of **** Ten Percent of Bid Amount (10%) ****
 for payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: On-Call Well Maintenance and Repair Services

Bid Date: 05/25/2026

The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Obligee, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Obligee the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

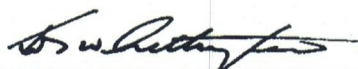
Signed and sealed this 05/25/2026.

L. O. Lynch Quality Wells & Pumps, Inc.


 Witness


 Title (SEAL)

Granite Re, Inc. DBA Granite Surety Insurance Company


 Kenneth D. Whittington, Attorney-in-Fact (SEAL)

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 the document.

ACKNOWLEDGMENT OF PRINCIPAL

State of California
County of Riverside

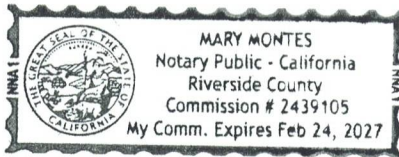
On this 19th day of May, 2026, before me Mary Montes Notary Public personally appeared
Here insert Name and Title of Officer

Emil H Worm, who proved to me on the basis of satisfactory evidence to be the person
Name of Signer

whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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

Mary Montes
Signature of Notary Public

ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 25 day of May, 2026 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.



Notary Public

Sarah J. Sheets

GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
GENERAL POWER OF ATTORNEY

Item 16.

Know all Men by these Presents:

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

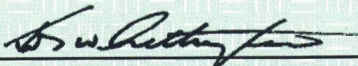
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

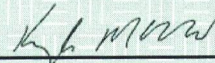
In Witness Whereof, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

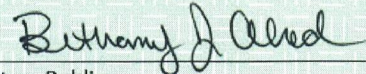


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

GRANITE RE, INC.
Certificate

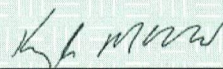
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

May 25 , 2026 .





Kyle P. McDonald, Assistant Secretary

Scope of Work

The Contractor shall provide all labor, equipment, materials, and supervision to perform maintenance and repair services associated with MSWD's production and monitoring wells, and booster stations.

The purpose of these specifications is to identify a qualified and experienced contractor to provide well, pump, and motor maintenance and repair services. Required services include the inspection, removal, replacement, repair, and installation of appurtenances necessary to support the maintenance and repair of MSWD's production and monitoring wells, and booster stations.

MSWD's intends to award a contract to multiple Contractors for these services on an "as needed" time and materials basis. The Contractor may also be requested to perform routine, preventative, and annual maintenance on production and monitoring wells, and booster stations at various locations listed in Exhibit "H".

MSWD has made a good-faith effort to identify the anticipated limits and services required under this Contract; however, these descriptions are not intended to unduly restrict the Contractor in developing a scope of work it deems necessary to achieve MSWD's goals and objectives.

The Contractor shall furnish all labor, materials, equipment, tools, and supervision necessary to perform maintenance and repair services as requested by MSWD. All work shall be performed in a thorough, safe, and professional manner, consistent with industry standards and applicable regulations.

MSWD's wells generally consist of casings ranging from approximately 12 to 20 inches in diameter, with depths between 260 and 1,100 feet. Typical static water levels range from 150 to 800 feet, with pump settings between 150 and 850 feet. Pumping capacities range from approximately 125 gallons per minute (GPM) to 2,500 GPM. Installed pumps include vertical turbine and submersible pumps ranging from 20 horsepower (HP) to 600 HP and are a combination of food grade oil-lubricated and water-lubricated systems.

The Contractor must possess the capability to extract, inspect, repair, and reinstall these pumps as needed, using components that are the same as or equal in quality and performance to the original equipment. Prior to the installation or use of any equipment or materials, the Contractor shall submit all applicable specifications, data sheets, and submittals for MSWD's review and approval. No materials shall be ordered, installed, or used until written approval is received from MSWD.

When MSWD identifies a pump-related issue, MSWD will notify the Contractor. If on-site repairs are not feasible, the Contractor and MSWD will jointly determine whether the pump should be removed and sent off-site for inspection. Following inspection, the Contractor shall submit a written proposal to MSWD detailing the recommended repairs, including all parts, labor, and any third-party services required. All replacement parts, materials, and subcontracted or third-party services must be clearly identified for MSWD's review and approval. No repair work shall commence until MSWD issues a written task order. Repairs performed without an issued task order will not be authorized for payment.

The Contractor shall have the capability to perform diagnostic and performance testing, including but not limited to vibration analysis, efficiency testing, Dynamic Video Monitoring (DVM), and spinner logging. The Contractor shall analyze the resulting data and provide MSWD with written recommendations regarding well condition, maintenance needs, and potential repairs. Findings and recommendations shall be documented in a formal written report. Recommendations made by the Contractor do not obligate MSWD to proceed with the recommended work, nor do they guarantee that the Contractor will be selected to perform any resulting services.

If MSWD elects to engage the Contractor for scheduled preventive maintenance of water wells, pumps, and motors, the Contractor shall submit a proposed maintenance schedule for MSWD's review and approval. The schedule shall identify the maintenance activities to be performed, the timing for each well, pump, and motor, and the estimated duration of the work. The specific scope of preventive maintenance services will be discussed with MSWD and communicated to the Contractor in writing prior to commencement. The Contractor shall provide a cost estimate for the agreed-upon services and obtain written approval from MSWD before performing any preventive maintenance work.

Special Equipment, Well Brushes, Bails

Wire brushing shall be carried out in such a manner as to clean the existing casing perforations and to remove scale and tubercles attached to the inside wall of the casing. The Contractor shall furnish the appropriate wire brush. If the screen is wire wrapped, then Contractor shall use an approved stiff nylon brush.

The brush barrel shall be not less than 6 inches smaller in diameter than the well casing. The brushing elements inserted into the barrel shall consist of 7/8-inch diameter minimum stiff steel cable adequately spaced to clean the entire well. A minimum of 1500 pounds shall be required to drive the brush down the well.

After sufficient wire brushing, the well will be allowed to sit for a 24-to-48-hour time period and debris in the water column will be allowed to settle to the bottom of the well during this period. Sediment fill shall be removed from the bottom of the well to the maximum extent possible using a bailer or scow or equivalent retrieval device. The total depth of the well shall be measured shortly following bailing. This operation will be performed only if the casing appears to be in relatively good condition. Should it appear that there is any damaged casing or any sections of casing appear to be in a state of detachment from the well, the bailing should not be performed.

The Contractor shall provide bailers to accommodate well casing size. All bails shall be of proper width and length with a one-way valve at the bottom. This is to create a suction and surging action when moved vertically within the well which will further help with the maintenance and rehabilitation of well.

If bailing is performed, then all bailed material (water and sediment) shall be placed in steel drums or appropriate containers. The sediment, after separation from the water, shall be placed in the containers, properly labeled, and eventually removed from the well site for disposal by the Contractor. The Contractor will be responsible for manifesting the bailed material for disposal at an appropriate and approved landfill. If needed, MSWD shall be onsite to collect a sample of the bailed material for possible laboratory analysis.

Deep Well Video Survey

Contractor shall be able to conduct a color video camera survey to the full depth of well after removal of the pump and after brushing and bailing MSWD wells and recording pre- and post-brushing conditions. The survey shall be conducted in the presence of a MSWD Representative.

The Contractor video camera shall have vertical down-hole and horizontal side scan viewing capability. Horizontal side-scan viewing shall be controllable to allow viewing at any angle within a 360-degree rotation.

The Contractor shall inject potable water into the well for a sufficient period of time to perform the video survey and provide greater clarity during the video survey. It will be the Contractor's responsibility to provide a clear picture acceptable to MSWD and its representative.

The Contractor shall provide MSWD with an electronic copy of the original survey immediately after the completion. In addition, Contractor shall provide a full written report including color photos of any areas of concern.

Technical Requirements:

Pump Pulling and Inspection

Contractor shall disconnect all electrical wiring and appurtenances necessary for the pulling of a deep well pump. Contractor shall sound the total well depth from surface prior to removing any downhole equipment. Contractor shall remove the motor, discharge head, oil tubing or submersible cable, shafting, column, bowl assembly, strainer, and airline. All component parts shall be closely inspected for excessive wear, cracks, holes, corrosion, or any type of damage, which would necessitate any repairs or replacement parts.

For booster pumps, the Contractor shall disconnect all electrical wiring and appurtenances necessary for removal of the booster. The unit shall be removed and all component parts shall be inspected for excessive wear, cracks, corrosion, or any type of damage, which would necessitate any repairs, or replacement parts.

The Contractor shall load, transport and unload pumping unit and all the miscellaneous pulled equipment from jobsite to Contractor's yard and back again to the job site upon repair.

Pump Re-installation

After completion of any necessary well repairs or rehabilitation work, the Contractor shall reinstall the bowl assembly, column, shafting, oil tubing or submersible cable, airline, discharge head, and motor, making all joints and connections in a workmanlike manner. Contractor shall furnish all incidental materials to bring the project to satisfactory completion. Prior to installation, Contractor shall adequately chlorinate the pump assembly. Once installed and set up a follow up well sounding will be completed.

Contractor shall test the rotation and operation of the completed installation to the satisfaction of the District. MSWD will chlorinate the well when Contractor is ready. The Contractor shall coordinate with the District to ensure that all discharges meet the District's NPDES permit and shall bear the cost for all discharges not in compliance with and/or exceeding the discharge limitations of the District's NPDES permit.

For booster pump work, Contractor shall move back onto the booster station site and shall reinstall the pump and motor, electrical connections, making all joints and connections in a workmanlike manner. Contractor shall restart the motor to make sure it is operating properly.

Well Video Survey

After removal of the pump and upon District's direction, Contractor shall perform well video inspection using color video equipment with side scan. The Contractor shall furnish all labor, materials and equipment required to provide a color video survey of the well after preparation of the water to produce clear viewing conditions. If necessary, the Contractor will introduce a polymer type flocculant into the well, followed by water. Contractor will allow water to flow into the well for a 24 to 48-hour time period in advance of the video survey to produce clear viewing conditions.

Should a clear video picture of the internal casing conditions not be achieved, additional clear water preparations should be instituted and additional video surveys conducted until a clear video picture record is obtained. This work shall be accomplished at the Contractor's expense.

As the camera probe surveys the full casing interval in the well, a digital depth record shall be recorded on the video survey log for reference. The video camera shall be capable of providing both vertical and horizontal (side) viewing of the entire casing as it descends into the well.

When a successful video survey log has been acquired, one copy in CD/DVD format shall be provided to the District. Contractor shall submit a written report to accompany the video survey log, documenting survey date, static water level, perforation depth intervals and conditions, and total well depth.

Well Rehabilitation Report

Contractor shall submit a written report to the District stating the total well depth, current water level, general condition of component parts, recommendations for repairs and for replacements, and the advisability of well rehabilitation. This report shall contain an itemized labor and material cost estimate of any necessary repairs to, or replacement of, any of the component parts, and a proposed schedule for the completion of the work.

Booster Pump Repair/Rehabilitation Proposal

Contractor shall submit a written proposal to the District stating the general condition of component parts, recommendations for repairs and for replacements, and the advisability of pump rehabilitation. This proposal shall contain an itemized labor and material cost estimate of any necessary repairs to, or replacement of, any of the component parts, and a proposed schedule for the completion of the work.

Repairs

The Contractor shall accomplish any repairs or replacements authorized by the District in accordance with one of the following:

1. Utilization of Contractor's own labor and equipment in accordance with Bidder's Proposal.
2. The securing of materials and/or outside services. Materials and outside services shall be paid for at actual invoice plus percentage mark-up in Bidder's Proposal.

3. Any suitable combination of the above.

The District reserves the right to have any necessary repairs and/or replacement parts furnished by others. At the discretion of the District, the Contractor's crew may be required to leave the job site until the necessary repairs are accomplished and/or replacement parts are procured.

Wire Brushing and Bailing

Wire brushing shall be carried out in such a manner as to clean the existing casing perforations and to remove scale and tubercles attached to the inside wall of the casing. The Contractor shall furnish the appropriate wire brush. If the screen is wire wrapped, then Contractor shall use an approved stiff nylon brush.

The brush barrel shall be not less than 6 inches smaller in diameter than the well casing. The brushing elements inserted into the barrel shall consist of 7/8-inch diameter minimum stiff steel cable adequately spaced to clean the entire well. A minimum of 1500 pounds shall be required to drive the brush down the well.

After sufficient wire brushing, the well will be allowed to sit for a 24-to-48-hour time period and debris in the water column will be allowed to settle to the bottom of the well during this period. Sediment fill shall be removed from the bottom of the well to the maximum extent possible using a bailer or scow or equivalent retrieval device. The total depth of the well shall be measured shortly following bailing. This operation will be performed only if the casing appears to be in relatively good condition. Should it appear that there is any damaged casing or any sections of casing appear to be in a state of detachment from the well, the bailing should not be performed.

If bailing is performed, then all bailed material (water and sediment) shall be placed in steel drums or appropriate containers. The sediment, after separation from the water, shall be placed in the containers, properly labeled, and eventually removed from the well site for disposal by the Contractor. The Contractor will be responsible for manifesting the bailed material for disposal at an appropriate and approved landfill. The District shall be onsite to collect a sample of the bailed material for possible laboratory analysis.

Temporary Test Pump Mobilization/Demobilization

If requested by the District, the Contractor shall furnish, install, and remove a deep-well turbine pump, prime mover, column assembly, and all appurtenances necessary for developing and/or test pumping the well. The pump and prime mover shall have a capacity to pump 3,000 gallons per minute from a 400-foot pump setting. The prime mover shall be a variable speed type. Contractor shall furnish all fuel or power required to operate the pumping unit.

A temporary 2 to 3-inch I.D. access tube should be installed during pump installation and will provide access for water level sounders into the well casing during pumping, to measure water levels.

The prime mover shall be a variable-speed type with a gear ratio of 1 to 2, in order to overdrive the pump to attain the desired pump rate. The prime mover shall meet all noise regulation requirements during development and subsequent testing operations. Discharge piping shall be provided for the pumping unit and be of sufficient size and length to conduct water according to the Special Provisions in these Specifications. The Contractor shall provide orifices, meters, or other approved devices that will accurately measure the flow rates, in total amount of water

pumped (in gallons) and the instantaneous discharge (in gpm). The discharge line shall be provided with suitable equipment for sand testing, such as the Rossum Centrifugal Sand Sampler.

The engine should be equipped with suitable throttling devices to control the discharges. The test pump should not be equipped with a foot valve, which would prevent backspin and interfere with surging operations. The required pumping unit shall be capable of being operated without interruption for a period of 72 hours during subsequent aquifer testing operations

After removing the test pump from the well, the Contractor shall remove any oil from the water surface within the well (e.g., test pump lubricating oil). An acceptable method of removal is to lower, via a cable, an oil absorbent "sock" or similar material designed to absorb spilled oil. Proper disposal of such absorbent "socks", if used, must be provided for by the Contractor. Following removal of the test pump (after all development and testing has been performed) the Contractor shall, at the specific request of the District, conduct a video survey to document the final condition of the well-casing.

Well Pumping Redevelopment

Following mechanical redevelopment, the District may elect to have Contractor proceed with pumping redevelopment which shall consist of intermittent pumping and surging of the well, beginning at an initial rate of 500 gpm and continuing at successively higher rates. Surging shall allow water to flow back through the bowls with free backspin and through the screen openings. The procedure shall be repeated at increments up to a final rate as recommended by the District.

Temporary storage tanks will be used to contain the discharge. Prior to disposal a sample for analysis of NPDES constituents will be collected and submitted to a laboratory to check for compliance with the District's NPDES permit.

Development records shall be maintained on at least a half-hour basis showing production rate, pumping level, drawdown, sand production, and all other pertinent information concerning well development. Development at each rate shall continue until the following conditions have been met:

1. The specific capacity (gallons per minute per foot of drawdown) shall have reached a relatively constant value over a period of at least 4 continuous hours, or as recommended by the District.
2. Sand content (if present) is no greater than 3 ppm as measured 15 minutes after surging, or as recommended by the District while pumping at the specified rate.

Contractor shall make adequate provisions for the disposal of water pumped from the well during redevelopment and/or test pumping. Such provisions shall include, but not be limited to, furnishing and installing discharge piping from the pumping unit of sufficient size and length to conduct water to a point as designated by the District. Contractor shall also furnish acceptable orifices, meters or other approved devices, which will accurately measure the pumping rate. An airline, complete with properly calibrated gage shall be provided by the Contractor to measure the elevation of water in the well. Contractor may be required to collect pumped groundwater into sedimentation tanks prior to discharge to a storm drain in order to comply with the waste discharge requirements of the regulating agency.

Production Testing of Well

Production testing of a rehabilitated well to determine the optimum rate of pumping and shall include a step drawdown test and a constant-rate discharge test. There shall be a period of at least 24 hours of non-pumping conditions following pumping development work prior to the start of the step drawdown test. The Contractor shall provide qualified personnel on a 24-hour basis during the step-drawdown and constant-rate discharge test to assure proper operation of the pumping test equipment, and to assist in water level monitoring if requested by the District.

Discharge Water - Discharge water shall be conveyed from the pump to the point of discharge at the well site. It is imperative to ensure that no damage by flooding or erosion is caused to the chosen drainage structure or water disposal site, or to nearby lands and/or streets. The Contractor shall provide all piping and discharge lines. The point of discharge location will be provided by the District and the Contractor will be responsible for all devices and piping to convey the water to that discharge point. No fluids will be permitted to flow offsite (except for proper drainage facilities) or to properties not owned by the District. All discharges will meet the District's NPDES permit and the Contractor will be responsible for this discharge.

Records - The Contractor shall keep accurate records of the pumping test of the well and furnish copies of all records to the District upon completion of the test. The records shall also be available to the District for inspection at any time during the test. The records shall include physical data describing the construction features such as, but not limited to: well depth and diameter, complete screen description, length and setting, a description of the measuring point and its measured height above land surface and/or mean sea level, and the methods used in measuring water levels and pumping rates. The Contractor shall also keep records on the type of pumping equipment used at the well site including engines, drive components, bowls, lines, and shafts. The Contractor will keep records of operation of equipment during the test including engine rpm and horsepower, fuel use, and other essential information that will be useful in designing a pump system.

Aborted Tests - Whenever continuous pumping at a uniform rate has been specified, failure of pumping operations for a period greater than one percent of the elapsed pumping time shall require suspension of the test until the water level in the pumped well has recovered to its original level. Recovery shall be considered "complete" after the well has been allowed to rest for a period at least equal to the elapsed pumping time of the aborted test, except that if any three successive water level measurements spaced at least 20 minutes apart show no further rise in the water level in the pumped well, the test may be resumed immediately. The District shall be the sole judge as to whether this latter condition exists. The Contractor will not be paid for any re-testing done if the specified time or recovery requirements of the City for the aborted test are not first met. These tests are invalid and will not be construed as a test.

Step-Drawdown Test - Prior to starting the step-drawdown test in the well, the static water level shall be measured. The well shall be "step" tested at rates determined by the District. The step-drawdown test for the well is estimated to require approximately 12 pumping hours with each step being 3 to 4 hours in duration.

The Contractor shall operate the pump and change the discharge as directed by the District. Both a gate valve and an engine throttle shall control the discharge of the pump. The discharge shall be controlled and maintained at approximately the desired discharge for each step with an accuracy of plus or minus 5 percent. Pump discharge shall be measured with an instantaneous

flow meter dial and a totalizer meter and stopwatch, as approved by the District. Both an airline and electric sounder shall be furnished by the Contractor for water level measurements.

During the step-drawdown test, the Contractor shall record sand content measurements at 30-minute intervals.

Constant-Rate Discharge Test - After a 24-hour recovery period from the end of the step-drawdown test, a constant-rate discharge test shall be performed as directed by the District. This test shall be run for a period of 24 hours, or until the pumping level remains constant for at least 4 hours, or until the District terminates the test. A recovery period of 24 hours shall follow the termination of the constant-rate discharge test, at which time the District will collect residual drawdown (recovery) data.

During the constant-rate discharge test, the Contractor shall also conduct the final sand content testing. The sand content shall be determined by averaging the results of samples collected at the following times during the final pumping test:

1. 5 minutes after start of the test;
2. after 1/4 of the total planned test time has elapsed;
3. after 1/2 of the time has elapsed;
4. after 3/4 of the time has elapsed; and
5. near the end of the pumping test.

Well Abandonment

Contractor shall investigate well condition, details of construction, and whether there are obstructions that will interfere with the process of filling and sealing before a well is abandoned. Video survey should be included for visual inspection of the well, as well as preparation and submittal of required permits for wells located in Riverside County.

Stuck Deep Well Vertical Turbine Pumps

If a deep well vertical turbine pump should become stuck and the extraction is halted, the Contractor shall make sufficient attempts with no less than a 50 ton "A" frame rig, to free the pump. If this is unsuccessful the Contractor shall develop alternative solutions for consideration. MSWD shall approve alternatives as deemed necessary and Contractor shall use reasonable skill in the presence of a MSWD representative, utilizing methods such as the use of air compressors for air lifting and/or hydraulic jacks before abandoning efforts to extract pump.

Level of Maintenance

All work shall be performed in a manner commensurate with community professional standards and with an ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. Standards and frequencies may be modified from time to time as deemed necessary by MSWD for the proper maintenance and repair of the wells, pumps, and motors.

If, in the judgment of MSWD, the level of maintenance is less than that specified herein, MSWD shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the

Contractor and MSWD. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at MSWD's sole discretion, result in deduction of payment for that day, week, or month. Payment will be retained for work not performed until such time as the work is performed to MSWD standard.

The Contractor is required to correct deficiencies within the time specified by MSWD. If noted deficient work has not been completed, payment for subject deficiency shall be withheld and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

All work and general conditions shall be performed in accordance with the current Standard Specifications for Cal-OSHA, Public Works Construction (Green Book), the State Water Resources Control Board Health Guidelines, and the American Water Works Association (AWWA) Standards.

Workmanship and Supervision

Unless otherwise stated, Contractor shall be responsible to provide all labor and materials to allow for successful Project completion.

MSWD may choose to reimburse the Contractor for materials that need to be procured. These instances shall be analyzed on a case -by -case basis and reimbursement for materials will need to be agreed upon in the Contractor's letter proposal prior to the commencement of work.

Receipts shall be required for reimbursements for materials purchased for projects. MSWD reserves the right to specify what type of material and/or equipment will be purchased per project. All equipment and material purchases shall be preapproved by MSWD. The Contractor shall charge the actual cost of materials to MSWD plus a maximum of 15% for overhead costs associated with procurement of materials.

MSWD reserves the right to purchase materials directly and make them available to the Contractor. In the event MSWD exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all MSWD practices and procedures.
- All MSWD purchases will be for the sole expressed use of and for MSWD.
- The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives.
- All materials and inventories shall be made available to MSWD upon request. The Contractor will reduce the unit cost for each maintenance task by MSWD's actual cost for the materials provided and used.

Contractor represents and warrants to MSWD that he/she has and will keep in effect at all times during the term of a contract with MSWD, all licenses, permits, professional qualifications, and approvals of whatever nature that are legally required to practice his/her trade.

Maintain all work sites free of hazards to people and/or property resulting from the Contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's operations, shall be immediately reported to MSWD.

The Contractor shall be responsible for removing and cleaning any and all debris that occur as a result of its operations as a result of services requested in this scope of work.

All work performed under this contract shall be performed in such a manner as to provide maximum safety for the public and where applicable, comply with all safety standards required by CAL-OSHA. MSWD reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

The supervisor or person in charge and on site of any MSWD project shall have a smart phone capable of email.

At all times, the Contractor will ensure at least one English speaking person is on site of any MSWD assigned project.

Working Hours

Normal working hours shall be between the hours of 7:00 AM and 3:30 PM, Monday through Friday, unless otherwise stated by MSWD for emergency or standby services. The Contractor is subject to being contacted 24 hours a day, 7 days a week, 365 days a year to perform emergency repairs. These representatives for the Contractor shall respond to said emergency within two (2) hours from receiving notification. The Contractor shall notify MSWD immediately of any changes to the Contractor's representation.

Contractor's Office

The Contractor shall designate a project supervisor or person in charge at all times and provide MSWD with written notice of such designation. The designated individual shall be available throughout the duration of the work.

The Contractor shall also provide the names and telephone numbers of at least two (2) qualified personnel available during emergency conditions and capable of mobilizing to the job site within two (2) hours of notification.

Unless otherwise stated by MSWD, there will be no on-site storage of equipment or materials on MSWD property or at District sites. Contractors will have full responsibility for maintaining an office and a storage facility. All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, orderly manner and shall be in good working order. MSWD may reject any vehicle or piece of equipment and order it removed if deemed unsafe.

Equipment

All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, and orderly manner and shall be in good working order. Drip mats or oil containment need to be placed under leaking equipment, all equipment need to be inspected for leaks at the end of each workday. MSWD may reject vehicles or equipment and order it removed at their discretion.

Street Closures, Detours, Barricades

Contractor shall be responsible for all traffic control and barricades necessary to perform the scope of work. Warning signs, lights, and devices shall be installed and displayed in compliance with the current edition of the "California Manual on Uniform Traffic Control Devices" (CA MUTCD)

and “Work Area Traffic Control Handbook” (WATCHBOOK) for use in performance of work upon highways issued by the State of California, Department of Transportation.

Permits

The Contractor shall be responsible for obtaining permits where required by federal, state, or local agencies as it pertains to the work being conducted.

Underground Excavations

The Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor should contact MSWD and Underground Service Alert (www.digalert.org) or call (811) at least forty-eight (48) hours before commencing any excavation, to locate underground service lines.

Responsibility for Damages or Injury

MSWD and all officers, employees, and representative thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the project, or for injury or death of any person as a result of Contractor’s performance of the services required hereunder, or for damage to property from any cause arising from the performance of the project by the Contractor, or its sub-contractors, or its workers, or anyone employed by either of them.

Contractor shall be responsible for any liability imposed by law for injuries to or death of any person or damage to property resulting from defects, obstructions, or from any cause arising from Contractor’s work on the project, or the work of any sub-contractor or supplier selected by the Contractor.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

EXHIBIT “C”
GENERAL CONDITIONS
(insert behind this page)

SECTION 2.1
of
GENERAL CONDITIONS

DEFINITIONS, TERMS, ABBREVIATIONS

2.1.01 Definitions - Wherever used in the Contract Documents, the following shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

Acceptance, Final Acceptance - The formal action by the Owner accepting the Work as being complete.

Accepted Bid - The bid (proposal) accepted by the Owner.

Addenda - Written or graphic instruments issued prior to the opening of sealed bids, which modify or interpret the Contract Documents and Drawings by additions, deletions, clarifications or corrections.

Agreement - The written agreement (contract) executed between the Owner and the Contractor covering the performance of the Work.

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

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

Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

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

Contract Documents - The Contract Documents, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Insurance Certificates, Notice of Award, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Detailed Technical Provisions, Drawings, and Addenda.

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

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

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

Detailed Technical Provisions - A part of the Contract Documents consisting of written descriptions of the technical nature of materials, equipment, construction system, standards and workmanship.

Drawings - The part of the Contract Documents, which show the characteristics, and scope of the Work to be performed and which have been prepared or approved by the Engineer.

Engineer - The person, firm or corporation named as such in the Contract Documents.

Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Laboratory - The laboratory authorized by the Owner or the Owner's representative to test materials and work involved in the Project.

Manufacturer - A person, firm or corporation that fabricates, processes, or creates from raw materials or component parts, materials or equipment to be incorporated into the Project.

Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Owner's Representative - The person, consultant, or engineering firm authorized by the Owner to represent him during the performance of the Work by the Contractor and until final acceptance. The Owner's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's Representative means the Owner's representative or his assistants.

Project - The undertaking to be performed as provided in the Contract Documents.

Resident Project Representative - The authorized representative of the Owner who is assigned to the Project site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

Special Conditions - Modifications to Detailed Technical Provisions.

Specifications - The General Conditions, Supplemental General Conditions, Special Conditions, and Detailed Technical Provisions of these Contract Documents.

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

Supplemental General Conditions - Modifications to General Conditions that are specifically applicable to this Project.

Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Utility - Public or private fixed works for the transportation of fluids, gases, power, signals or communications.

Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

2.1.02 Terms - Wherever used in the Contract Documents, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Owner's Representative is intended. Similarly, the terms "approved", "acceptable", "satisfactory", "or equal", or terms of like import shall mean approved by or acceptable to or satisfactory to the Owner's Representative, unless otherwise expressly stated.

The word "provide" shall be understood to mean furnish and install.

2.1.03 Abbreviations - Whenever used in the Contract Documents, the following abbreviations shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAU, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CPR	Certified Payroll Records
DIR	California Department of Industrial Relations
IEEE	Institute of Electrical and Electronics Engineers
LCP	Labor Compliance Program
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or USAS	United States of America Standards Institute (now ANSI)

SECTION 2.2
of
GENERAL CONDITIONS

ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS

2.2.01 SECTION NOT USED.

2.2.02 SECTION NOT USED.

SECTION 2.3
of
GENERAL CONDITIONS

SCHEDULES, REPORTS AND RECORDS

2.3.01 A preconstruction conference will be held prior to commencement of the Work. Attendees shall be the Contractor, his Subcontractors, if applicable, the Owner, the Engineer, representatives of Federal, State or local regulatory or enforcement agencies, and any other parties deemed appropriate by the Owner.

2.3.02 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

2.3.03 Prior to the start of construction, the Contractor shall submit a construction progress schedule to the Engineer for approval. Said schedule shall include, but is not limited to, the following information: Contractor's name, address and telephone number; project/contract number; date prepared; Engineer's name; Owner's name; date of Notice to Proceed; contract completion date; and, list of all important activities, including construction and material delivery, with starting and ending dates for each activity.

The schedule shall be prepared so that the Contractor can update it when significant changes in an activity time and/or completion time occur, as the Engineer may direct. After the Engineer approves the schedule, one (1) electronic copy shall be furnished to the Engineer for distribution. All costs for schedule preparation and printing are included in the Contractor's Bid.

The Engineer reserves the right to alter said schedule to prevent excessive public nuisance or to exclude areas where rights-of-way acquisition might still be in progress or provide timely facilities for testing and connection to other installations dependent upon this project.

2.3.04 Prior to starting construction, the Contractor shall submit to the Engineer for his approval a detailed breakdown of his cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Engineer to determine partial payments.

2.3.05 Prior to the start of construction, the Contractor shall submit the dates at which special drawings will be required and the respective dates when applicable for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

SECTION 2.4
of
GENERAL CONDITIONS

DRAWINGS AND SPECIFICATIONS

2.4.01 SECTION NOT USED.

2.4.02 SECTION NOT USED.

2.4.03 SECTION NOT USED.

2.4.04 SECTION NOT USED.

SECTION 2.5
of
GENERAL CONDITIONS

SHOP DRAWINGS/MATERIAL SUBMITTALS

2.5.01 SECTION NOT USED.

2.5.02 SECTION NOT USED.

2.5.03 SECTION NOT USED.

2.5.04 SECTION NOT USED.

SECTION 2.6
of
GENERAL CONDITIONS

MATERIALS, SERVICES AND FACILITIES

2.6.01 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

2.6.02 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. The Contractor shall be entirely responsible for damage or loss to material and equipment until the Work has been completed by the Contractor and accepted by the Owner.

2.6.03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.6.04 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

2.6.05 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.6.06 Whenever under this Agreement it is provided that the Contractor shall furnish materials or manufactured articles, or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the Work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the Work as a whole or in part.

2.6.07 All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified.

SECTION 2.7

of
GENERAL CONDITIONS

INSPECTION AND TESTING

2.7.01 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

2.7.02 The Owner shall provide all inspection and testing services not required by the Contract Documents. Performance of these tests and all costs will be borne by the Owner; except, the cost of any test which shows unsatisfactory results shall be borne by the Contractor.

2.7.03 The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

2.7.04 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall pay for all inspection fees imposed by public agencies other than the Owner.

2.7.05 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

2.7.06 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

2.7.07 If any Work is covered contrary to the written instructions of the Engineer or work done for which the Contractor has not requested and received inspection, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

2.7.08 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure,

observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

2.7.09 Upon request of the Engineer, the Contractor shall furnish certification of compliance that fabricated or manufactured products conform to the standards of the industry as specified in these Contract Documents and that said fabricated or manufactured products were fabricated or manufactured under the quality control standards of the stated specifications of these Contract Documents.

SECTION 2.8
of
GENERAL CONDITIONS

SUBSTITUTIONS

2.8.01 Whenever a material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

2.8.02 The Contractor's use of approved substitutions or equals shall not relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from providing or using approved substitutions or equals where they affect the adjoining or related work, including the expense of required engineering, redesigning, drafting and permits, where necessary, whether the Owner's approval is given before or after receipt of Bids.

The Contractor shall bear the cost of all engineering work associated with the review of submittals for substitutions and equals. The Contractor shall approve the engineering costs prior to the performance of the engineering work using the form entitled "Authorization of Engineering Costs for the Evaluation of Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the submittal review until authorization is given. If the Contractor does not provide this authorization, the submittal will be rejected.

Engineering costs associated with redesign of adjoining or related work due to Substitutions or Equals shall be approved in writing by the Contractor prior to the performance of the work. The Contractor shall approve the cost of the engineering work using the form entitled, "Authorization of Engineering Costs for Redesign due to Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the redesign until the authorization is given. If the Contractor does not provide this authorization, the submittal, which created the need for redesign, shall be rejected.

SECTION 2.9
of
GENERAL CONDITIONS

INTELLECTUAL PROPERTY, PATENTS, ROYALTIES AND INDEMNIFICATION

2.9.01 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, including attorney's fees, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

2.9.02 Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the District and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the District, or any of its officers, agents, members, employee authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.

This indemnity provision is in addition to all other defense, hold harmless and indemnity clauses in the Contract Documents and shall survive Final Completion and termination of the Contract. If the District is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the District, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the District, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual

property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.

SECTION 2.10
of
GENERAL CONDITIONS

SURVEYS, PERMITS, REGULATIONS

2.10.01 SECTION NOT USED.

2.10.02 SECTION NOT USED.

2.10.03 SECTION NOT USED.

SECTION 2.11
of
GENERAL CONDITIONS

PROTECTION OF WORK, PROPERTY
AND PERSONS

2.11.01 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.11.02 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction, including the applicable provisions of the California Occupational Safety and Health Act of 1973, Part 1, Division 5, of the Labor Code §6300 et. seq. and the Construction Safety Orders of the Division of Industrial Safety. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

2.11.03 The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.11.04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

2.11.05 Until the formal acceptance by the Owner of the performance of the Contractor hereunder, either by furnishing equipment and/or materials or by performance of Work, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of that which he is to provide or complete hereunder occasioned by any of the above causes before completion and acceptance and shall bear the expense thereof. In case

of suspension of Work from any cause whatsoever, the Contractor shall be responsible for all equipment and/or materials then upon Owner property and shall properly store them, if necessary, and shall erect temporary structures where necessary in so doing. Nothing in these Contract Documents shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon Owner's real property, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

2.11.06 Prior to the beginning of any work, the Contractor shall obtain, at its sole expense, all permits required by the California Division of Occupational Safety and Health (Cal/OSHA) for permit-required activities associated with the Project and shall provide copies of such permits to the Owner upon request.

2.11.07 In accordance with Government Code Section 4216 and following, Contractor shall notify Underground Service Alert at least two days prior to excavation with a description of the area to be excavated to determine if any participant has a subsurface installation in the area.

2.11.08 The Contractor shall not commence any excavation over five (5) feet in depth until he has submitted to the Owner 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 any such excavation and such plan has been accepted by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated. If such plan varies from the shoring system standards promulgated by the Department of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed and paid by the Contractor. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing contained in this article shall be construed as relieving the Contractor of full responsibility for providing shoring, bracing, sloping, or other provisions, which are adequate for worker protection.

2.11.09 A working platform for any scaffolding swung or suspended from an overhead support more than ten (10) feet above the ground, floor or area in which an employee on the scaffolding might fall, shall have a safety rail of wood or other equally rigid material of adequate strength; such rail shall be in compliance with the applicable orders of the Division of Industrial Safety.

The suspended scaffolding shall be fastened so as to prevent the same from swaying from the building, or structure, or other object being worked on from such scaffolding. All parts of such scaffolding shall be of sufficient strength to support, bear, withstand with safety, any weight of persons, tools, appliances or materials which might reasonably be placed on it or which are to be supported by it.

In addition to the duties imposed by any law regulating or relating to scaffolding, the Contractor who uses scaffolding in connection with the construction, alteration, repairing, painting, cleaning, or doing of any work upon any building or structure shall furnish safety lines to tie all hooks and hangers back on the roof of such building or structure and provide safety lines hanging from the roof, securely tied thereto, for all swinging scaffolds which rely upon stirrups of the single point of suspension type to support the working platform. One such line shall be provided for each workman with a minimum of one line between each pair of hangers or falls.

Platforms or floors of scaffolding shall be not less than fourteen (14) inches in width and shall be free from knots or fractures impairing their strength.

The use of lean-to scaffolds, sometimes known as jack scaffolds, as support for scaffolds is prohibited.

2.11.10 In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect, as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever notice is required to be given by the Owner or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

2.11.11 The Contractor shall not load nor permit any part of any structure to be loaded with any weights that will endanger the structure, nor shall subject any part of the Work to stresses or pressures that will endanger it.

2.11.12 The Contractor will be required to certify that he has an Injury, Illness Prevention Plan for his company as required by Labor Code Section 6401.7.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones and carried by the supervisor of the work being performed.

The Contractor shall provide assurance to the District that all equipment has proper permits issued by the South Coast Air Quality Management District, or the local air quality district.

In addition, the Contractor shall be required to post notices required by Proposition 65 for any hazardous chemicals listed by the State Health Department, which are brought onto the property as part of the construction program.

2.11.13 Any public works contract of a local public entity, which involves digging trenches or other excavations that extend deeper than four feet below the surface, shall contain a clause, which provides the following:

- a. That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
 - c. That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.
 - d. Differing Conditions shall not include:
 - 1. All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;
 - 2. All that could be seen on Site;
 - 3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.
 - 4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
 - e. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the District's investigation of potential Differing Conditions.
 - f. Failure by Contractor to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

SECTION 2.12
of
GENERAL CONDITIONS

SUPERVISION BY CONTRACTOR

2.12.01 The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

2.12.02 The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work, and whenever the Engineer shall notify the Contractor that any man on the Work is, in his opinion, incompetent, unfaithful, intemperate, or disorderly or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person on the Work representing the Owner, or is otherwise unsatisfactory, such man shall be discharged immediately from the Work and shall not be re-employed upon it except with the consent of the Engineer. Such discharge shall not be the basis of any claim for damages against the Owner or his agents.

2.12.03 In the event that the Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the District Representative, at least seven days prior to engaging the person, an Experience Statement form for the District's review and acceptance. Any proposed substitution is subject to the approval of the District Representative based upon qualifying experience on similar projects as set forth in the bid documents for the project. Failure to obtain the District's acceptance shall not constitute a cause for delay. In addition, the District may issue an order to stop the work under these General Conditions until such time as the Contractor engages persons possessing skills and qualifications acceptable to the District.

2.12.04. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or Contractors, then Contractor shall require the Subcontractor to:

1. coordinate its Work with the dependent work;
2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
3. supply and install items to be built into dependent work of others;
4. make provisions for dependent work of others;
5. examine dependent drawings and specifications and submittals;
6. examine previously placed dependent work;
7. check and verify dependent dimensions of previously placed work;
8. notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and

9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

2.12.05. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the District in accordance with the terms of the Contract, but nothing herein contained shall be taken to relieve Contractor of any of its obligations or liabilities under the Contract, or of performing its required detailed direction and supervision.

2.12.06. Contractor shall at all times permit the District, its agents and authorized representatives to: (i) visit and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject the Work if it does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the District.

2.12.07. Whenever Contractor desires to perform Work outside regular working hours, Contractor shall give notice to the District of such desire and request and obtain the District's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the District may make the necessary arrangement for testing and inspection.

2.12.08. If Contractor receives a written notice from the District that a Clarification is forthcoming from the District, all Work performed before the receipt of the Clarification shall be coordinated with the District to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the District's written notice but before receipt of the Clarification and not so coordinated shall be at Contractor's risk.

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

SECTION 2.13
of
GENERAL CONDITIONS

CHANGES IN THE WORK

2.13.01 This Agreement may not be altered in whole or in part except by modification in writing and properly executed by all parties hereto or by a change order.

2.13.02 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

2.13.03 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

SECTION 2.14
of
GENERAL CONDITIONS

CHANGES IN CONTRACT PRICE

2.14.01 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices. Original bid items. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant, the Owner shall review the unit price to determine if a new unit price should be negotiated.
- b. An agreed lump sum.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

When all or any part of the work covered by Change Order is performed by any of the Contractor's Subcontractors, the markups established in this section shall be applied to the Subcontractor's actual cost of such work, to which a markup of five (5) percent on the subcontracted portion of the work may be added by the prime Contractor.

SECTION 2.15
of
GENERAL CONDITIONS

TIME FOR COMPLETION AND
LIQUIDATED DAMAGES

2.15.01 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on or before a date specified in the Notice to Proceed. The Contractor should be aware that time is of the essence for this project.

2.15.02 The Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

2.15.03 If the Contractor shall fail to complete the Work within the Contract Time, or requests for extension of time approved by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

2.15.04 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- a. To any preference, priority or allocation order duly issued by the Owner.
- b. If delays are caused by unforeseen events beyond the control of both the Contractor and the Owner, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, labor, required "extra work," or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

- c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 2.15.04a and 2.15.04b of this article.

- d. If delays beyond the Contractor's control are caused by reasons other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interests of the Owner, an extension of time may be granted, but the Contractor shall not be entitled to damages or additional payment due to such delays.

If delays beyond the Contractor's control are caused solely by action or inaction by the Owner, such delays will entitle the Contractor to an extension of time.

- e. Extensions of time, when granted, will be based upon the effect of delays on the project as a whole and will not be granted for noncontrolling delays to minor included portions of work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole.
- f. If the Contractor desires payment for a delay or an extension of time, he shall, within thirty (30) days after the beginning of the delay, file with the Owner a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least fifteen (15) days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such request.

2.15.05 In case the Work called for under this Contract is not completed within the time limit stipulated herein, the Owner shall have the right, in lieu of assessing liquidated damages, to extend the time of completion thereof. If the time limit be so extended, the Owner shall have the right to charge to the Contractor and to deduct from the final payment for the Work, the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate and the cost accruing by reason of unavoidable delays shall not be included in such charges.

SECTION 2.16
of
GENERAL CONDITIONS

CORRECTION OF WORK

2.16.01 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

2.16.02 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

SECTION 2.17
of
GENERAL CONDITIONS

SUBSURFACE CONDITIONS AND
EXAMINATION OF CONTRACT DOCUMENTS

2.17.01 The Contractor represents that he has carefully examined the Contract Documents and the site where the Work is to be performed and that he has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may affect performance of the Work in any manner. The Contractor further represents that he has studied all surveys and investigation reports governing subsurface and latent physical conditions pertaining to the job site; that he has performed such additional surveys and investigations as he deems necessary to complete the Work at the Contract Price; and, that he has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a Bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered and as to the character, quality and scope of the Work.

2.17.02 The Drawings for the Work show conditions as they are supposed or believed by the Engineer to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions actually exist. The Owner and the Engineer shall not be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown in the Drawings and the actual conditions revealed during the progress of the Work or otherwise.

Where the Owner or the Engineer or their consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, the Contractor may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the Engineer.

The records of such investigations are not a part of the Agreement and are shown solely for the convenience of the Contractor. It is expressly understood and agreed that the Owner, the Engineer and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations; the records thereof; or of the interpretations set forth therein or made by the Owner's consultants, the Engineer or his consultants in the use thereof by the Engineer, and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked for developments may not occur, or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the Owner, the Engineer or their consultants is included with the Drawings, it is expressly understood and agreed that said log of test borings does not constitute a part of the

Agreement, represents only the opinion of the Owner or the Engineer or their consultants as to the character of the materials encountered by them in the test borings, is included in the Drawings only for the convenience of the Contractor, and its use is subject to all of the conditions and limitations set forth in this article.

2.17.03 The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of Section 2.17.01 and the Contractor is cautioned to make such independent investigations and examinations as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the Work.

2.17.04 No information derived from such inspection of records of investigations or compilation thereof made by the Owner, Engineer, or their consultants will in any way relieve the Contractor from any risk or from properly fulfilling the terms of the Agreement.

SECTION 2.18
of
GENERAL CONDITIONS

SUSPENSION OF WORK,
TERMINATION AND DELAY

2.18.01 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.18.02 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

2.18.03 Where the Contractor's services have been terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.

2.18.04 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit. The Owner's authority and responsibility with respect to termination for convenience of owner or upon breach of contract are set forth in more detail in Section 2.35 of these General Conditions.

2.18.05 If, through no act or fault of the Contractor, the entire Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or by request of litigation relating to the Project, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

2.18.06 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

SECTION 2.19
of
GENERAL CONDITIONS

PAYMENTS TO CONTRACTOR

2.19.01 SECTION NOT USED

2.19.02 SECTION NOT USED

2.19.03 SECTION NOT USED

2.19.04 SECTION NOT USED

2.19.05 SECTION NOT USED

2.19.06 SECTION NOT USED

2.19.07 SECTION NOT USED

2.19.08 SECTION NOT USED

SECTION 2.20
of
GENERAL CONDITIONS

ACCEPTANCE OF FINAL
PAYMENT AS RELEASE

2.20.01 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

SECTION 2.21
of
GENERAL CONDITIONS

INSURANCE

2.21.01 The Contractor shall not commence any work under the Contract Documents until he obtains at his own expense all required insurance. Such insurance must have the approval of the Owner as to Company, limits, form and amount. The Contractor shall not permit any Subcontractor to commence work on the Project until the Subcontractor has also complied with these insurance requirements. The types of insurance, which the Contractor shall secure and maintain for the full Contract time, are Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Builder's Risk "All Risk" Insurance, and Contractor's Pollution Liability Insurance as hereinafter specified. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Contract Documents.

All policies required by this Section shall be primary insurance as to the Owner so that coverage held by the Owner will not contribute to any loss under the Contractor's insurance using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

Premiums for said insurance shall be paid for by the Contractor.

2.21.02 Before commencing any work, the Contractor shall submit written evidence that he and all Subcontractors have obtained for the Contract time full Worker's Compensation Insurance coverage, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Owner, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the named insured for the Owner; this provision applies regardless of whether or not the Owner has received a waiver of subrogation from the insurer.

2.21.03 Before commencing any work, the Contractor shall procure for the entire Contract time full Commercial General Liability Insurance, Automobile Liability Insurance coverage, and Contractor's Pollution Liability as hereinafter specified. Such insurance shall insure the Contractor and all Subcontractors for all claims for personal injury, including sickness and death, and all claims for destruction of or damage to property, including loss of use, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under the Contractor, or by anyone directly or indirectly employed by the Contractor or by any Subcontractor.

Such Commercial General Liability Insurance shall be written with a limit of liability of not less than five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the

policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit. Should the Contractor maintain insurance coverage exceeding the specified amount, any such additional coverage shall still benefit the Owner.

Such Commercial General Liability Insurance shall also be written for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

Such Automobile Liability Insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, including sickness and death, at any time resulting therefrom, sustained by any one person in any one occurrence, and a limit of liability of not less than two million dollars (\$2,000,000) aggregate for any such damages sustained by two or more persons in any one occurrence. Such automobile liability insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District.

Coverage for Commercial General Liability Insurance, Contractor's Pollution Liability Insurance and Automobile Liability Insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 00 01).
- b. Insurance Services Office (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c. Excess Liability Insurance (if necessary) - The limits of insurance required in this agreement may be satisfied by a combination of primary, umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured.

Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officers, employees, agents and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, administration and defense expenses.

The Commercial General Liability Insurance policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

The policy for such insurance shall include contractual coverage sufficiently broad to cover the Contractor's indemnification agreement contained in Section 2.24 excepting 2.24.04 of these General Conditions. The District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 11 85; or both CG 20 10 10 01 and CG 20 37 10 01 (or the CG 20 10 07 04 and CG 20 37 07 04 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the District for all work performed by the Contractor, its employees, agents and subcontractors. this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

2.21.04 Until the completion and final acceptance by the Owner of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

If applicable, the Contractor shall provide and maintain **Builder's Risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Owner. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The policy shall be endorsed with Owner, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Owner

or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Owner. The policy must specify that coverage is to include all materials and equipment to be incorporated in the Project while at the construction site and while in transit.

Such policy shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District. A maximum deductible amount of five thousand dollars (\$5,000.00) on all perils will be allowed. Also, the insurer shall waive all rights of subrogation.

If the Owner determines not to require the Contractor to procure such insurance, the Contract price shall be reduced by the amounts set forth in the bid items for the premium for such insurance.

If the Owner determines to require the Contractor to procure such insurance, such insurance shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The policy or policies for such insurance may provide for a deductible amount not to exceed five (5) percent of the Contract price. As provided in Section 7104 of the Public Contracts Code, the Contractor is responsible for the cost of repairing or restoring work up to five (5) percent of the contract amount.

2.21.05 Contractor shall furnish the Owner with copies of certificates and amendatory endorsements affecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages, required by these specifications, at any time. Failure to continually satisfy the insurance requirements is a material breach of contract.

Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's Contracts Analyst. Carrier(s) shall have an A.M. Best rating of no less than an A: VII or better.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the Commercial General Liability declarations or

endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include required provisions. The District reserves the right to obtain complete, certified copies of all required insurance policies at any time and the Contractor shall provide the same within five (5) days of such request. Failure to continually satisfy the insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least ten (10) years after completion of the project. The Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expires during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

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

The District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

SECTION 2.22
of
GENERAL CONDITIONS

CONTRACT SECURITY

2.22.01 The Contractor shall within thirty (30) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond in penal sum equal to the amount of the Contract Price and a Payment Bond in penal sum equal to one-hundred (100) percent of the amount of the Contract Price, requiring the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the payment by the Contractor to all subcontractors, persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

2.22.02 Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and by California law. The expense of these Bonds shall be borne by the Contractor. Bonds to be placed with insurers with a current A.M. Best's rating of no less than A: VII or better.

2.22.03 If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall they be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

2.22.04 The Performance Bond and the Payment Bond must remain in effect throughout the period for performance of the Work and through the time of final payment by the Owner, and the Performance Bond must remain in effect for a period of one (1) year from the date of approval of the work by the Board of Directors of Owner, which is the period of the Contractor's warranty, or as modified under the Supplemental General Conditions. If a change order results in an increased contract amount, an updated bond must be submitted to reflect the revised total contract value.

SECTION 2.23
of
GENERAL CONDITIONS

ASSIGNMENTS AND BANKRUPTCY

2.23.01 The Contractor shall not sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

2.23.02 In the event of bankruptcy of the Contractor, whether voluntary or involuntary, this Agreement is automatically terminated, and the Contractor is entitled to no further payments over and above the reasonable value of the actual work completed at that time.

SECTION 2.24
of
GENERAL CONDITIONS

INDEMNIFICATION

2.24.01 The Contractor and any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable during the term of this agreement and associated with the work performed thereunder, will indemnify, defend and hold harmless the Owner and any of their directors, independent contractors, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, but not including the sole or active negligence or willful misconduct of the Owner.

Each of the indemnified parties named in this Section shall be entitled to designate the attorney of their choice and indemnitor agrees to keep Owner's attorney advised as to the status of all claims, damages, losses, expenses and litigation which may arise hereunder.

2.24.02 In any and all claims against the Owner or any of their directors, independent contractors, agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

2.24.03 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

2.24.04 The Contractor shall indemnify, defend and save the Owner, the Owner's Representative, the Engineer, their consultants, and each of their directors, independent contractors, officers, employees and agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Agreement, including but not limited to, Contractor's failure to complete any portion of the Work by the time specified in the Contract Documents. Such costs, expenses, and damages shall include all costs incurred by the Owner, the Owner's Representative, the Engineer, and their consultants to defend against any claims, stop notices, or lawsuits based thereon in which any of them is made a party.

Each of the indemnified parties named in this section shall be entitled to designate the attorney of their choice and the indemnitor agrees to pay the fee of each such attorney so designated.

SECTION 2.25
of
GENERAL CONDITIONS

SEPARATE CONTRACTS

2.25.01 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

2.25.02 The Owner may perform additional Work related to the Project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.25.03 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 2.14, 2.15, and 2.18.

SECTION 2.26
of
GENERAL CONDITIONS

SUBCONTRACTING

2.26.01 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed, by specialty Subcontractors.

2.26.02 After submission of his Bid, the Contractor shall not award Work to any unlisted Subcontractor(s) without prior written approval of the Owner.

2.26.03 The Contractor shall be fully responsible to the Owner for the performance of his Subcontractors, and of persons either directly or indirectly employed by them.

2.26.04 The Contractor shall review each condition of this Contract and cause to be inserted in all subcontracts comparable provisions relative to the Work to bind Subcontractors to the Contractor by the terms of the Subcontract Documents insofar as applicable to the Work of Subcontractors in the same manner that Contractor is bound to Owner (e.g., payment bond, insurance, arbitration, termination on unauthorized assignment or on bankruptcy, etc.), and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents. Copies of contracts between the Contractor and any Subcontractors shall be furnished to the Owner upon request.

2.26.05 All payments by Contractor to Subcontractor(s), which involve material made by joint check, shall specifically allocate the payment between the materialmen involved and the Subcontractor.

2.26.06 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

SECTION 2.27
of
GENERAL CONDITIONS

ENGINEER'S AUTHORITY

2.27.01 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

2.27.02 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

2.27.03 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

2.27.04 The Engineer shall promptly make decisions relating to interpretation of the Contract Documents.

2.27.05 Any plan or method of Work suggested by the Engineer but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner shall assume no responsibility therefor.

2.27.06 Engineer's authority and responsibility with respect to Resident Project Representation are as set forth in Section 2.33 of these General Conditions.

SECTION 2.28
of
GENERAL CONDITIONS

LAND AND RIGHTS-OF-WAY

2.28.01 Prior to issuance of Notice to Proceed, the Owner shall obtain land and all work shall be performed within existing public rights-of-way for carrying out the Work to be performed pursuant to the Contract Documents. Right-of-way limits are shown on the Drawings.

2.28.02 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

2.28.03 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

2.28.04. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the District to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the District.

2.28.05. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.

2.28.06. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part of the Work or adjacent property to stresses or pressures that will endanger it.

2.28.07. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

SECTION 2.29
of
GENERAL CONDITIONS

GUARANTEE

2.29.01 The Contractor shall guarantee that all materials and equipment furnished will be new unless otherwise specified.

2.29.02 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance by the Board of Directors of Owner. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance by the Board of Directors of Owner that the completed work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guarantee period.

SECTION 2.31
of
GENERAL CONDITIONS

TAXES

2.31.01 The Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening including, but not limited to, all sales, consumer, use and other similar taxes assessed by Federal, State or local authorities where the Work is performed.

2.31.02 The terms of these Contract Documents may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to these Contract Documents, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 2.32
of
GENERAL CONDITIONS

CONFLICT

2.32.01 SECTION NOT USED.

2.32.02 SECTION NOT USED.

SECTION 2.33
of
GENERAL CONDITIONS

RESIDENT PROJECT REPRESENTATIVE

2.33.01 The Engineer will furnish a Resident Project Representative and Assistants to assist the Engineer in carrying out his responsibilities at the Project sites. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and Assistants are herein set forth.

2.33.02 The Resident Project Representative is the Engineer's agent and will act as directed by and under the supervision of the Engineer. He will confer with the Engineer regarding his actions. His dealings in matters pertaining to the on-site Work shall, in general, be only with the Engineer and the Contractor. His dealings with Subcontractors shall only be through or with the full knowledge of the Contractor or his superintendent. He will generally communicate with the Owner only through or as directed by the Engineer.

2.33.03 The duties and responsibilities of the Resident Project Representative will be as follows:

- a. Schedules - Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with the Engineer concerning their acceptability.
- b. Conferences - Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- c. Liaison -
 - (1) Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the Engineer in serving as Owner's liaison with the Contractor when Contractor's operations affect Owner's on-site operations.
 - (2) As requested by the Engineer, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the Work.
 - (3) Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from the Owner or others, except instructions transmitted through the Engineer or himself.

- d. SECTION NOT USED
- e. SECTION NOT USED
- f. Interpretation of Contract Documents - Transmit to the Contractor the Engineer's clarifications and interpretations of the Contract Documents.
- g. Modifications - Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.
- h. Records -
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - (2) Keep a diary or logbook, recording hours on the job site, weather conditions, data related to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
 - (3) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials.
- i. Reports -
 - (1) Furnish Engineer periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- j. Payment Requisitions - Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site.
- k. Guarantees, Certificates, Maintenance and Operation Manuals - During the course of the Work, verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Engineer for his review and forwarding to the Owner prior to final acceptance of the Project.

1. Completion -

- (1) Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- (2) Conduct final inspection in the company of the Engineer, Owner and Contractor and prepare a final list of items to be corrected.
- (3) Verify that all items on the final list have been corrected and make recommendations to the Engineer concerning acceptance.

2.33.04 Except upon written instructions of the Engineer, the Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- c. Expedite Work for the Contractor.
- d. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- f. Authorize the Owner to occupy the Project in whole or in part.
- g. Participate in specialized field or laboratory tests.

SECTION 2.34
of
GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

2.34.01 The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or Agreement for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, defend and indemnify the Owner, the Engineer, and all of its and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the Owner, the Contractor shall bear all costs arising therefrom.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. Wages to be paid for a day's work to all classes of laborers, workers, or mechanics on the work contemplated by the contract, shall be not less than the prevailing rate for a day's work in the same trade or occupation on the locality within the State where the work hereby contemplated is to be performed as determined by the State of California Director of Industrial Relations pursuant to his authority under Labor Code section 1720 et. seq. Each laborer, worker, or mechanic employed by a Contractor or by any Subcontractor shall receive the wages herein provided for. The Contractor shall pay up to two hundred (\$200.00) per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to the worker. NOTE: an error on the part of the awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code section 1720 – 1781 and 1813 – 1815.
- b. In accordance with Sections 1773.1 and 1773.8 of the Labor Code the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et. seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the Owner, forfeit up to twenty-five (25) Dollars for each workman employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours per day at not less than 1.5 times the base rate of pay (or 2 times base rate on Sunday/Holidays), in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is responsible for compliance with Labor Code Section 1777.5 and the California Code of Regulations 230 – 230.2 for all apprenticeable occupations, whether employed by the Contractor or by the Subcontractors. Included in these requirements is the Contractor's requirement to provide notification to the appropriate apprenticeship committees, pay training fund contributions, utilize apprentices in a minimum ratio of not less than once apprentice for each five journeyman hours (unless an exception is granted in accordance with Labor Code 1777.5) and/or request for the dispatch 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.

Willful violations of Section 1777.5 will result in a forfeiture of \$100.00 for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

- f. Attention is directed to the provisions of Labor Code 1725.5 requiring all contractors and subcontractors who bid or work on a public works project to be registered with the Department of Industrial Relations (DIR) via its online portal: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

2.34.02 In the event of any legal or equitable proceeding to enforce the terms or conditions of this Agreement, the parties agree that venue shall be in the judicial district in which the office of the Owner is located.

2.34.03 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

All clauses contained in the Contract Documents shall be interpreted in a manner, which renders them valid under applicable provisions of State, and Federal law where a consistent interpretation is possible.

2.34.04 In the event any arbitration proceeding, administrative proceeding or litigation in law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions or performance of this Agreement, the prevailing party shall be entitled to the award of a reasonable attorney's fee and the costs of the proceeding, which shall be determined by the Court or the presiding officer at the proceeding, authorized to make a determination of the issues at the hearing level, or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

If any party to this Agreement becomes a party to any litigation, administrative proceeding or arbitration concerning the enforcement or interpretation of the provisions of this Agreement or the performance of this Agreement by reason of any act or omission of another party or authorized representatives of another party to this Agreement and not by any act or omission of the party that becomes a party to that proceeding or any act or omission of its authorized representatives, the party that causes another party to become involved in the proceeding shall be liable to that party for reasonable attorney fees and costs of the proceeding incurred by that party in the proceeding. The award of reasonable attorney fees and costs shall be determined as provided above.

In the event opposing parties have each prevailed on one or more causes of action actually contested or admitted by pleadings or prehearing documents on file, the presiding officer may offset such fees and costs between prevailing parties after considering the necessity of the proceeding and the importance of the issue or issues upon which a party has prevailed.

2.34.05 It shall be the responsibility of the contractor to maintain an accurate payroll record showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code 1776, and to insure that each subcontractor on the project also complies with all provisions of Labor Code 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall submit to the Agency's designated Labor Compliance Officer a copy of Certified Payroll Records as enumerated by Labor Code 1776 for the Contractor's, as well as Subcontractor's, employees working on the project work. The Agency shall make no payment to the Contractor until the certified records are received by the Agency's designated Labor Compliance Administrator/Department/Division. Each contractor performing work under contract shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776. Contractor and Subcontractor shall keep accurate project records such as Daily Logs and Reports and may be asked to provide copies of such records per the State of California Public Records Act, Government Code section 6250 – 6276.48. Pursuant to SB854, all public works contractors and subcontractors shall also furnish electronic certified payroll records directly to the Labor Commissioner. For all projects awarded on or after April 1, 2015, the contractors and

subcontractors must furnish electronic certified payroll records to the Labor Commissioner using the online portal: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the contractor and/or subcontractor and the name, address and telephone number of all employees do not appear on the modified records.

Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten (10) days of the date a written request for payroll records has been received.

Failure of contractor to comply with any provision of this Section or Labor Code 1776 within ten (10) days of the date a written request for compliance is received shall result in a forfeiture of up to one hundred dollars (\$100.00) per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Owner shall withhold penalties under this Section or Labor Code 1776 from the contractor's progress payments then due.

2.34.06 By entering into this contract or any subcontract pursuant to this contract, the Contractor and each Subcontractor who performs work or supplies goods, services or materials hereby offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Federal or State Anti-Trust Law, including, but not limited to, any Anti-Trust action any of them may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to this contract or any related subcontract. This assignment is made and becomes effective at the time the awarding body tenders final payment to the Contractor shall insure that a comparable provision is included in all subcontracts at all tier levels which are executed pursuant to this prime contract. Contractor shall have the rights set forth in Section 4553 and 4554 of the Public Contract Code.

SECTION 2.35
of
GENERAL CONDITIONS

REMOVAL, RELOCATION OR PROTECTION
OF EXISTING UTILITIES

2.35.01 SECTION NOT USED

2.35.02 SECTION NOT USED

2.35.03 SECTION NOT USED

2.35.04 SECTION NOT USED

2.35.05 SECTION NOT USED

SECTION 2.36
of
GENERAL CONDITIONS

ANTI-TRUST CLAIMS

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

SECTION 2.37
of
GENERAL CONDITIONS

TERMINATION FOR CONVENIENCE
OF OWNER OR UPON BREACH OF CONTRACT

2.37.01 The performance of work under this contract may be terminated by Owner in accordance with this clause in whole or from time to time in part whenever Owner or Owner's Representative determines that such termination is in the best interest of Owner. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, the date upon which the termination becomes effective, and the reason for the termination.

2.37.02 After receipt of a Notice of Termination, except as otherwise directed by Owner or Owner's Representative, Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- b. Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for the completion of such portion of work under the contract as is not terminated,
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- d. Assign to Owner in the manner, at the times, and to the extent directed by Owner or Owner's Representative all of the right, title, and interest of Contractor under the orders and subcontracts terminated, in which case Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent Owner may require,
- f. Transfer title and deliver to Owner, in the manner, at the times, and to the extent, if any, directed by Owner (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination and (2) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to Owner,
- g. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by Owner or Owner's Representative any property of the types referred to in f. above, provided Contractor (1) shall not be required to extend credit to any purchasers, and (2) may acquire any such property under the conditions prescribed by and at the prices approved by Owner or Owner's Representative. The proceeds of any such

transfer or disposition shall be applied in reduction of any payments to be made by Owner to Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as Owner or Owner's Representative may direct,

- h. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination to the satisfaction of Owner,
- i. Take such action as Owner or Owner's Representative may direct for the protection and preservation of the property related to this contract which is in the possession of Contractor and which the Owner has or may acquire an interest.

After receipt of a Notice of Termination, Contractor shall submit to Owner his termination claim, in the form and with certification prescribed by Owner or Owner's Representative. This claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner or Owner's Representative upon Contractor's written request within such three (3) month period or any authorized extension of the three (3) month period. Owner may deny or grant the request for an extension of time as Owner may determine in its sole discretion. Owner's decision to grant or deny the extension shall be final and binding on all parties to this contract. Upon failure of Contractor to submit his termination claim within the time allowed, Owner or Owner's Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to Contractor the amount so determined.

2.37.03 Contractor and Owner may agree upon the whole or any part of the amount paid to Contractor by reason of the total or partial termination of work pursuant to this clause provided an agreement, in writing, has been reached within three months following the date the termination notice has become effective.

In the event Contractor and Owner are unable to agree on the termination price, Owner shall pay to Contractor the amount determined by Owner or Owner's Representative, in its sole discretion, to be fair and equitable under the circumstances excluding amounts Owner and Contractor have agreed to in accordance with the terms of this section.

In no event shall Contractor be entitled to receive any amount upon termination of this contract which exceeds the total contract price reduced by the amount of payments otherwise made and further reduced by the contract price of work not terminated, by the fair value, as determined by Owner or Owner's Representative, in its sole discretion, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner, by all unliquidated advances or other payments on account made to Contractor applicable to the terminated portion of the contract, by any claim which Owner may have against Contractor in connection with this contract, by the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of this clause and not otherwise recovered or credited to Owner, and by estimated or actual costs to correct Contractor's work which Owner or Owner's Representative, in its sole discretion, determines to be defective. The decision of Owner or Owner's

Representative to determine the proper termination amounts shall be final and binding on all parties to this contract.

2.37.04 Unless otherwise provided for in this contract, Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to Owner at all reasonable times at the office of Contractor, and without charge of any kind to Owner, all Contractor's books, records, documents, and other evidence bearing on the costs and expenses of Contractor under this contract. For this purpose, Contractor specifically consents to allow Owner to receive such copies of Contractor's tax returns as Owner may deem necessary to verify Contractor's costs.

2.37.05 In the event Owner terminates the contract in whole or in part due to the failure of Contractor, its agents, servants, employees or subcontractors to perform any work in the time or manner designated in the contract documents, Owner shall immediately serve written notice of the Termination upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within ten (10) days after the serving upon it of a notice of termination does not give the Owner written notice of his intention to take over and perform the contract or does not commence performance thereof within thirty (30) days from the date of serving said notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method he may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Owner for any excess costs or other damages occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the Owner elects to complete by furnishing his own employees, materials, tools and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for force account work in the article on payment for changes in the work.

2.37.06 In the event Owner terminates the contract as a result of a breach of any contract terms by Contractor, its agents, servants, employees or subcontractors, if the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Excessive costs not paid by Contractor or its Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of fifteen percent (15%) per annum or the maximum rate authorized by California law, whichever is lower.

SECTION 2.38
of
GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

2.38.01 Responsibility of Job Site Conditions

Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall defend, indemnify and hold the Owner and the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the Owner or the Engineer.

2.38.02 Mediation and Arbitration of Claims

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20103.5) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are attached to these General Conditions.

SECTION 2.39
of
GENERAL CONDITIONS

PUBLIC CONTRACT CODE SECTIONS
20103.5 – 20207.7

The following Public Contract Code Sections are included for information.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount of payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the local agency shall, within thirty (30) days, schedule a meet-and-confer conference for the purpose of resolving the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision

(a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article.

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as, otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgement. The interest shall begin to accrue on the date the suit is filed in a court of law.

As stated in subdivision (c) of Section 20104, any contract entered into on or after January 1, 1991, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

20207.7. Unless the amount involved in the purchase at any one time of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board may purchase the articles without the necessity of advertising or lettering contracts. Where the cost of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board shall advertise for sealed bids for furnishing the district the articles. In the matter of advertising, opening and accepting bids, and the letting of contracts, the board shall proceed in all respects in the manner and form provided in the case of contracts for annual supplies.

**AGREEMENT FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES
BY INDEPENDENT CONTRACTOR
PROJECT DIR # _____**

THIS AGREEMENT FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **October 1, 2026**, by and between the MISSION SPRINGS WATER DISTRICT, a County Water District (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **South West Pump & Drilling, Inc., a California corporation** whose address is **53381 Highway 111, Coachella, CA 92236** (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. DISTRICT desires to engage CONTRACTOR to provide the following services: on-call well, booster, and related facility maintenance, repair, and emergency services on an as-needed basis; and
- B. CONTRACTOR has made a proposal (“Proposal”) to the DISTRICT to provide such services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and
- C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof; and
- D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services; and
- E. The parties acknowledge that some or all of the Services may constitute “public works” or “maintenance” under California Labor Code section 1720 et seq.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

- 1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2027**, unless

extended by the parties with the approval of the General Manager or Board of Directors of the DISTRICT.

2. Services to be Performed. CONTRACTOR agrees to provide on-call maintenance, repair, and emergency services (“Services”) as requested by DISTRICT and contained within the Proposal. All Services shall be authorized through written task orders (“Task Orders”) issued by the DISTRICT. Each Task Order shall describe the scope of work, schedule, and compensation. CONTRACTOR shall not perform any Services without prior written authorization from DISTRICT. CONTRACTOR designates **Brian Jeffers** as CONTRACTOR’S representative(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

2.01. Task Orders. DISTRICT shall issue Task Orders on an as-needed basis. For each Task Order, CONTRACTOR shall submit a written cost proposal, which shall include, at a minimum, labor, materials, subcontractors, and a proposed schedule for completion. No Task Order shall be binding, and CONTRACTOR shall not commence any work thereunder, unless and until the Task Order has been approved in writing by the DISTRICT. DISTRICT makes no representation or guarantee that CONTRACTOR will receive any minimum amount of work under this Agreement.

2.02. In addition to the requirements set forth in this Agreement, all Services performed pursuant to any Task Order shall be subject to, and CONTRACTOR shall comply with, the General Conditions, Special Conditions, and bond requirements applicable to the Work. The General Conditions and Special Conditions are attached hereto as Exhibit “C” and incorporated herein by this reference.

Each Task Order issued under this Agreement shall expressly incorporate the terms of this Agreement and Exhibit “C”. Additionally, CONTRACTOR agrees that all work performed under any Task Order shall be governed by, and performed in accordance with, such provisions, whether or not expressly restated in the Task Order.

Without limiting the foregoing, CONTRACTOR shall comply with all requirements relating to performance bonds, payment bonds, maintenance bonds, and any other security required by the DISTRICT pursuant to Section 12 of this Agreement. In the event of any conflict between the terms of a Task Order and the General Conditions, Special Conditions, or bond requirements, the more stringent provision, as determined by DISTRICT, shall control.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT. CONTRACTOR shall require all subcontractors to comply with all applicable provisions of this Agreement, including prevailing wage, insurance, and indemnity obligations.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. This Agreement is a time-and-materials, on-call contract. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of \$200,000.00. Each Task Order issued pursuant to this Agreement may include its own not-to-exceed amount, which shall not be exceeded without prior written approval of the DISTRICT.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing. CONTRACTOR shall not exceed any not-to-exceed amount established in an approved Task Order without the prior written approval of the DISTRICT.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. Invoices shall reference the applicable Task Order. DISTRICT may withhold payment for: (i) defective work, (ii) non-compliance with prevailing wage laws, or (iii) incomplete or unauthorized work. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

4.05 DISTRICT may withhold retention from progress payments on a Task Order basis where appropriate. Retention shall not exceed five percent (5%) of the amount payable under the applicable Task Order, unless a higher percentage is permitted by

applicable law. Retention shall be released upon satisfactory completion and acceptance of the applicable Task Order, and if a Notice of Completion is recorded for such Task Order, in accordance with applicable law governing the release of retention. Retention, if any, shall be administered separately for each Task Order.

4.06 Stop Notices. CONTRACTOR acknowledges that DISTRICT may withhold funds otherwise due or to become due to CONTRACTOR in response to any stop notice, bonded stop notice, or other lawful claim made in accordance with California Civil Code. DISTRICT shall be entitled to withhold such amounts as required by law or as reasonably necessary to satisfy such claim. CONTRACTOR shall be solely responsible for resolving any such claim, and DISTRICT shall have no obligation to make payment to CONTRACTOR for amounts subject to such withholding until the claim is released, discharged, or otherwise resolved to the satisfaction of DISTRICT in accordance with applicable law.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. All Services shall be performed in accordance with applicable industry standards and in a good and workmanlike manner. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than for the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR shall perform the Services subject to the direction, control, and approval of DISTRICT as set forth in this Agreement and applicable Task Orders.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit

from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.06 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.07 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.08 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.09 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.10 In the performance of this Agreement the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. DISTRICT shall have the right to suspend all or any portion of the Services upon written or verbal notice if DISTRICT reasonably determines that unsafe conditions or non-compliance with applicable laws or regulations exists. CONTRACTOR shall promptly correct any such conditions at its sole cost and expense. Any delay or cost resulting from such suspension attributable to CONTRACTOR'S failure to comply with this Section shall be borne solely by CONTRACTOR.

5.11 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder,

CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards, and shall be free from defective or faulty workmanship and materials. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.12 Time is of the essence with respect to each Task Order issued under this Agreement.

5.13 CONTRACTOR shall be available on a 24-hour basis and shall respond to emergency service requests within two (2) hours unless otherwise approved by DISTRICT.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the

CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

c. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

e. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

f. Required Provisions –

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall

provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time

- **Waiver of Subrogation:** The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- **Primary Coverage:** For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the

scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services as an independent contractor, subject to the direction and requirements of this Agreement and applicable Task Orders. CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications, experience, personnel, and resources necessary to perform the Services under this Agreement in a competent and workmanlike manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the standards set forth in this Agreement, including Section 5.01, and that all materials and workmanship shall be of good quality and fit for their intended purpose. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to

this Agreement.

10.04 Prevailing Wages.

A. To the extent applicable, each Task Order is subject to the State of California "Prevailing Wage Rates". Each applicable Task Order is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the Proposal. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

B. Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations (DIR) as a Public Works Contractor for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are properly registered with DIR and maintain active registration throughout the duration of the Project. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

C. As a condition of payment, CONTRACTOR shall timely submit all required certified payroll records and related documentation. DISTRICT may withhold any portion of a payment, including the full amount, if CONTRACTOR fails to comply with prevailing wage or DIR requirements.

D. CONTRACTOR shall comply with all applicable apprenticeship requirements set forth in California Labor Code sections 1777.5 and 1777.6, including the employment of properly registered apprentices and payment of required apprenticeship contributions. CONTRACTOR shall ensure that all subcontractors also comply with such requirements. CONTRACTOR shall maintain and submit all required apprenticeship documentation upon request. DISTRICT may withhold payments or take other appropriate action for failure to comply with this Section.

10.05 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.06 CONTRACTOR shall have no authority to bind DISTRICT in any manner,

or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Bond Requirements.

12.01 Purpose. This Section sets forth bonding and related security requirements applicable to the on-call and emergency well, booster, and monitoring well maintenance and repair services to be performed by CONTRACTOR on an as-needed, time-and-materials basis under this Agreement. For purposes of this section, "Surety" means an admitted surety insurer authorized to transact surety business in the State of California. Each bond shall be issued by a Surety admitted in California and acceptable to DISTRICT and shall be on DISTRICT'S then-current bond forms and shall not be subject to any condition, limitation, or modification not expressly approved in writing by DISTRICT. CONTRACTOR shall pay all premiums and costs for required bonds. Bonds are in addition to, and not in limitation of, any other security, insurance, indemnity, or remedy available

to DISTRICT under this Agreement or applicable law.

12.02 Condition Precedent to Work; Delivery of Bonds. As a condition precedent to CONTRACTOR'S commencement of any Services, CONTRACTOR shall deliver to DISTRICT, in form and substance acceptable to DISTRICT, the bonds described in this Section, duly executed by CONTRACTOR as principal and by a Surety. DISTRICT may withhold issuance of any Task Order until all required bonds are received and approved. In the event of emergency Services requiring immediate response to protect public health, safety, or continuity of water operations, DISTRICT may authorize CONTRACTOR to proceed prior to delivery of bonds; provided, however, that CONTRACTOR shall deliver all required bonds within five (5) business days of such authorization, or as otherwise directed by DISTRICT. Failure to timely provide such bonds shall constitute a material breach.

12.03 Performance Bond. CONTRACTOR shall furnish a performance bond guaranteeing faithful performance of all obligations under this Agreement, including completion of all Services authorized by Task Orders issued during the term, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount established under this Agreement (the "Performance Bond"). The Performance Bond shall also apply to and secure the performance of all authorized change orders, amendments, and modifications to any Task Order, including increases in scope, time, or compensation. In the event of emergency Services performed prior to issuance of a Task Order or formal amendment, the Performance Bond shall be deemed to apply to such Services once the associated Task Order or written authorization is issued, including any retroactive approvals. The Performance Bond shall remain in full force and effect through final completion and acceptance of all Services authorized under the applicable Task Order and satisfaction of all CONTRACTOR obligations that survive completion (including warranty and indemnity obligations to the extent applicable).

12.04 Payment Bond. CONTRACTOR shall furnish a payment bond guaranteeing payment in full for all labor, services, equipment, and materials furnished for the Services, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount (the "Payment Bond"). The Payment Bond shall extend to all labor, materials, and services furnished pursuant to authorized change orders, amendments, and modifications to any Task Order. The Payment Bond shall further apply to emergency Services authorized by DISTRICT, including work performed prior to formal Task Order issuance, provided such work is subsequently documented and approved in writing. The Payment Bond shall be conditioned as required by applicable California law for public works and shall inure to the benefit of claimants as defined by law.

12.05 Maintenance Bond. CONTRACTOR shall furnish a maintenance bond guaranteeing the correction of defective work and warranty obligations arising under this Agreement in a penal sum equal to one hundred percent (100%) of the total not-to-exceed contract amount established under this Agreement (the "Maintenance Bond"). The Maintenance Bond shall remain in effect for the duration of the warranty period set forth in the Maintenance Bond, or such longer period as may be required by applicable law or

manufacturer warranty requirements.

12.06 Maintenance of Bonds. CONTRACTOR shall maintain all required bonds continuously in effect. If any bond is canceled, expires, is materially modified, or becomes insufficient due to an increase in the Task Order's not-to-exceed amount, CONTRACTOR shall immediately notify DISTRICT and, within five (5) business days (or sooner if required to avoid any lapse), deliver replacement or supplemental bonds meeting this Section. Failure to provide or maintain required bonds constitutes a material breach. In addition to any other remedies, DISTRICT may (a) suspend Services, (b) withhold payments otherwise due, and/or (c) terminate this Agreement for default, without waiving any rights against CONTRACTOR or the Surety.

12.07 Notice of Completion. If DISTRICT elects to record a Notice of Completion for any Task Order, final payment, including any retained funds applicable to such Task Order, shall be made in accordance with Section 4.05 of this Agreement, and if a Notice of Completion is recorded, not earlier than thirty-five (35) days after such recordation, as required by applicable law. DISTRICT shall have discretion to determine whether a Notice of Completion is appropriate for a given Task Order, consistent with applicable law and DISTRICT's administrative practices. CONTRACTOR shall cooperate with DISTRICT and promptly provide such information and documentation as may be reasonably required for the preparation and recordation of any Notice of Completion.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County

of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

13.12 Confidentiality. All information gained or work product produced by CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

13.13 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement.

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

MISSION SPRINGS WATER DISTRICT

By: _____

Print
Name _____

Title: _____

Date: _____

CONTRACTOR:

SOUTH WEST PUMP & DRILLING, INC.

By: _____

Print
Name _____

Title: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK, PROPOSAL, AND FEE SCHEDULE

(insert behind this page)

Questionnaire/Contractor's Qualifications Statement
(4 pages)

CONTRACTOR NAME: South West Pump & Drilling, Inc.

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? Thirty-One (31)

1.2 How many years has your organization been in business under its present name? Thirty-One (31)

1.2.1 Under what other names has your organization operated? Not Applicable
Not Applicable

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: 04/20/1995

1.3.2 State of incorporation: California

1.3.3 Corporate ID number: C1762288

1.3.4 President's name: Curtis McCalla

1.3.5 Agent for Service of Process: Curtis McCalla

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: Not Applicable

1.4.2 Type of partnership (if applicable): Not Applicable

1.4.3 Name(s) of general partner(s): Not Applicable

Not Applicable

Not Applicable

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: Not Applicable

1.5.2 Name of owner: Not Applicable

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

Not Applicable

Not Applicable

Not Applicable

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

California - Contractors License Number 723919

2.2 List any other certifications held by your organization, and the name under which they are held.

Not Applicable

Not Applicable

Not Applicable

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

Water Well Destructutions

Water Well Drilling, Construction, Development & Equipping, Rehabilitation

Pumping Equipment Sales, Service & Repair, Rehabilitation

Well Consulting Services

3.2 Has your organization, under its current name or any previous names, ever failed to complete any work/contract awarded to it? (If Yes, please explain)

No

Not Applicable

4. CLAIMS AND LAWSUITS

4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or any its officers? (If Yes, please describe)

No

Not Applicable

Not Applicable

4.2 Has your organization filed any lawsuits or requested arbitration with regard to any of its contracts within the last five (5) years? (If Yes, please explain)

No

Not Applicable

Not Applicable

4.3 During the past five years, have any claims been made against any performance or payment bond maintained in connection with a freight transportation services contract? (If Yes, please describe)

No

Not Applicable

Not Applicable



Friday, May 29, 2026

Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

RE: On-Call Well Maintenance and Repair Services – Conflict of Interest Statement

South West Pump & Drilling, Inc. has no known past, current, or potential conflicts of interest related to this project. Neither the firm, its proposed staff, nor any proposed subcontractors have any financial, business, or personal relationships that would create an actual or perceived conflict of interest in performing the requested services for the District.

Should any potential conflict of interest arise during the course of the project, South West Pump & Drilling, Inc. will promptly disclose the matter to the District and take all appropriate steps necessary to resolve and manage the situation in accordance with applicable laws, regulations, and District requirements.

Respectfully,

Brian Jeffers
Vice President

Fax 760.398.2287

Tel 800.770.7360

Tel 760.398.3977

53-381 HIGHWAY 111 COACHELLA CA 92236

CORPORATE HEADQUARTERS

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 entered into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). 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 DIR to perform public work.

Contractor 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 DIR.

Name of Contractor: South West Pump & Drilling, Inc.

DIR Registration Number: 1000001856

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor 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.

Name of Contractor: South West Pump & Drilling, Inc.

Signature: 

Name and Title: Curtis McCalla, President

Date: 05/27/2026

CURRENT REFERENCES

Item 16.

Bidder Name: South West Pump & Drilling, Inc.

Company Name: Coachella Valley Water District	Contact Person: Homer Alfaro
Address: 75515 Hovley Lane East	Telephone Number: (760) 398-2651
City, State, Zip: Palm Desert, CA 92211	E-mail Address: HAlfaro@cvwd.org
Services Provided / Date(s) of Service: On-Call Maintenance Agreement 2020 through 2026	

Company Name: Mission Springs Water District	Contact Person: Danny Friend
Address: 66575 Second Street	Telephone Number: (760) 329-6448
City, State, Zip: Desert Hot Springs, CA 92240	E-mail Address: DFriend@mswd.org
Services Provided / Date(s) of Service: On-Call Maintenance Agreement 2022 through 2026	

Company Name: Lake Arrowhead Community Services District	Contact Person: Scott Schroder
Address: 27307 State Highway 189	Telephone Number: (909) 336-7136
City, State, Zip: Blue Jay, CA 92317	E-mail Address: sschroder@lakearrowheadcsd.com
Services Provided / Date(s) of Service: Well No. 6 Rehabilitation / 03/31/2025 through 05/31/2025	

Company Name: Lake Hemet Municipal Water District	Contact Person: Mike Gow
Address: 26385 Fairview Avenue	Telephone Number: (951) 658-3241
City, State, Zip: Hemet, CA 92544	E-mail Address: mgow@lhmwd.org
Services Provided / Date(s) of Service: Well 4 Project - Well Rehabilitation / 11/20/2024 through 04/30/2025	

Company Name: Palmdale Water District	Contact Person: Scott Hulsebus
Address: 2029 East Avenue Q	Telephone Number: (661) 441-5946
City, State, Zip: Palmdale, CA 93550	E-mail Address: ehulsebus@palmdalewater.org
Services Provided / Date(s) of Service: Well 15 - Remove & Inspect Pumping Equipment (Emergency) - Rehab Well / 01/21/2025 through 07/31/2025	

SCHEDULE OF VALUES (COST PROPOSAL)

Please attach company rate sheets for items not listed below.

1. The Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where MSWD elects to use this method in determining costs.
2. The unit price quoted by the Contractor shall be those unit prices that will be charged or credited for labor be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
3. All work shall be performed in accordance with the specifications described in the RFP.

Table 1: Billing Schedule and Hourly Rates

Pulling & Installation		
Description	Rate	After-Hours/Emergency Hourly Rate*
Mobilization and demobilization	\$ 4,530.00 Lump Sum	\$ 6,800.00 Lump Sum
Two (2) men, rig and service truck	\$ 520.00 /hour	\$ 710.00 /hour
Two (2) man crew and smear pump rig	\$ 520.00 /hour	\$ 710.00 /hour
Two (2) man crew and development rig	\$ 520.00 /hour	\$ 710.00 /hour
Three (3) man crew and "A" frame pump rig	\$ 710.00 /hour	\$ 840.00 /hour
Each additional employee	\$ 190.00 /hour	\$ 285.00 /hour
Crane		
Description	Rate	After-Hours/Emergency Hourly Rate*
50 ton with one (1) man	\$ 425.00 /hour	\$ 530.00 /hour
One (1) man crew, Service support rig for 50 ton crane	\$ 275.00 /hour	\$ 355.00 /hour
Rotary Crane		
Description	Rate	After-Hours/Emergency Hourly Rate*
One (1) man and hydraulic crane - 5 ton	\$ 365.00 /hour	\$ 460.00 /hour
One (1) man and hydraulic crane – 8 ton	\$ 365.00 /hour	\$ 460.00 /hour
One (1) man and hydraulic crane – 10 ton	\$ 365.00 /hour	\$ 460.00 /hour

One (1) man and hydraulic crane – 17 ton	\$ 365.00 /hour	\$ 460.00 /hour
Rotary crane – 17 ton and 2-man crew	\$ 555.00 /hour	\$ 745.00 /hour
Field Service		
Description	Rate	After-Hours/Emergency Hourly Rate*
One (1) man and delivery truck	\$ 245.00 /hour	\$ 345.00 /hour
One (1) man and service truck	\$ 275.00 /hour	\$ 355.00 /hour
Two (2) men and service truck	\$ 475.00 /hour	\$ 555.00 /hour
Two (2) men and welding truck	\$ 475.00 /hour	\$ 555.00 /hour
Two (2) man crew and combination rig	\$ 495.00 /hour	\$ 685.00 /hour
Flatbed Truck driver	\$ 285.00 /hour	\$ 325.00 /hour
Service truck and one (1) pump mechanic	\$ 270.00 /hour	\$ 355.00 /hour
Service truck and one (1) electrician	\$ 295.00 /hour	\$ 375.00 /hour
Service truck and one (1) general services	\$ 245.00 /hour	\$ 345.00 /hour
Service truck and one (1) pump mechanic and one (1) assistant	\$ 440.00 /hour	\$ 530.00 /hour
Shop Labor		
Description	Rate	After-Hours/Emergency Hourly Rate*
Shop labor-pump mechanic	\$ 140.00 /hour	\$ 175.00 /hour
Shop labor-machinist	\$ 200.00 /hour	\$ 240.00 /hour
Shop labor-welder	\$ 175.00 /hour	\$ 220.00 /hour
Metal spray labor "Sand blast and epoxy"	\$ 200.00 /hour	\$ 240.00 /hour
Miscellaneous		
Description	Rate	After-Hours/Emergency Hourly Rate*
Dynamic video with Engineering or Hydrogeology support	\$ Lump Sum 6,135.00	\$ Lump Sum 6,725.00
Dynamic video with mini camera	\$ Lump Sum 2,950.00	\$ Lump Sum 2,950.00

Video log-color with downhole and side scan	\$ Lump Sum 2,360.00	\$ Lump Sum 2,360.00
Engineering and Hydrogeology support	\$ /hour 395.00	\$ /hour 475.00
NPDES Compliance(Baker tanks, neutralizer equipment, lab fees, fabrication)	\$ Week 35,400.00	\$ Week 49,560.00
50 Ton hydraulic jacks or greater	\$ Each 15,340.00	\$ Each 18,880.00
Air compressor (air lifting)	\$ Day 295.00	\$ Day 295.00
Wire/Nylon brushes and bails	\$ Each 1,770.00	\$ Each 1,770.00
Hourly Minimum (if applicable) Not Applicable		
1. After Hours Rate and Emergency Hourly Rate shall be anytime outside of normal business hours of Monday through Friday, 7:00 AM to 3:30 PM 2. Maximum 5% overhead cap for all materials purchased. Project Administrator reserves the right to request that all original receipts of materials be turned in with invoices before the Contractor is paid.		

SCHEDULE OF VALUES (COST PROPOSAL)

In addition to the rate sheet above, please complete the scenarios below for comparison of bids.

Table 2: Sample Proposal for Service Scenarios

ITEM	ITEM DESCRIPTION	QUANT.	UOM	UNIT PRICE	TOTAL
2 Man crew w/ development rig equipped with spudder	Brush and bail 1000' of 16" well casing w/ louvered perforations @ 500' through 950'	24	Hours	\$ 520.00	\$ 12,480.00
2 Man crew of a shop machinist and a pump mechanic	Rebuild 4 stage pump bowl assembly (Flowserve water lubed 14 EMM 1 15/16" Shaft with 10" stick up)	24	Hours	\$ 340.00	\$ 8,160.00
3 Man crew w/ service truck and Smeal rig	Install 300' deep verticle turbine water lube domestic water pump. (12" column pipe w/ 1 15/16" SS Shaft.)	16	Hours	\$ 710.00	\$ 11,360.00

Scope of Work

The Contractor shall provide all labor, equipment, materials, and supervision to perform maintenance and repair services associated with MSWD's production and monitoring wells, and booster stations.

The purpose of these specifications is to identify a qualified and experienced contractor to provide well, pump, and motor maintenance and repair services. Required services include the inspection, removal, replacement, repair, and installation of appurtenances necessary to support the maintenance and repair of MSWD's production and monitoring wells, and booster stations.

MSWD's intends to award a contract to multiple Contractors for these services on an "as needed" time and materials basis. The Contractor may also be requested to perform routine, preventative, and annual maintenance on production and monitoring wells, and booster stations at various locations listed in Exhibit "H".

MSWD has made a good-faith effort to identify the anticipated limits and services required under this Contract; however, these descriptions are not intended to unduly restrict the Contractor in developing a scope of work it deems necessary to achieve MSWD's goals and objectives.

The Contractor shall furnish all labor, materials, equipment, tools, and supervision necessary to perform maintenance and repair services as requested by MSWD. All work shall be performed in a thorough, safe, and professional manner, consistent with industry standards and applicable regulations.

MSWD's wells generally consist of casings ranging from approximately 12 to 20 inches in diameter, with depths between 260 and 1,100 feet. Typical static water levels range from 150 to 800 feet, with pump settings between 150 and 850 feet. Pumping capacities range from approximately 125 gallons per minute (GPM) to 2,500 GPM. Installed pumps include vertical turbine and submersible pumps ranging from 20 horsepower (HP) to 600 HP and are a combination of food grade oil-lubricated and water-lubricated systems.

The Contractor must possess the capability to extract, inspect, repair, and reinstall these pumps as needed, using components that are the same as or equal in quality and performance to the original equipment. Prior to the installation or use of any equipment or materials, the Contractor shall submit all applicable specifications, data sheets, and submittals for MSWD's review and approval. No materials shall be ordered, installed, or used until written approval is received from MSWD.

When MSWD identifies a pump-related issue, MSWD will notify the Contractor. If on-site repairs are not feasible, the Contractor and MSWD will jointly determine whether the pump should be removed and sent off-site for inspection. Following inspection, the Contractor shall submit a written proposal to MSWD detailing the recommended repairs, including all parts, labor, and any third-party services required. All replacement parts, materials, and subcontracted or third-party services must be clearly identified for MSWD's review and approval. No repair work shall commence until MSWD issues a written task order. Repairs performed without an issued task order will not be authorized for payment.

The Contractor shall have the capability to perform diagnostic and performance testing, including but not limited to vibration analysis, efficiency testing, Dynamic Video Monitoring (DVM), and spinner logging. The Contractor shall analyze the resulting data and provide MSWD with written recommendations regarding well condition, maintenance needs, and potential repairs. Findings and recommendations shall be documented in a formal written report. Recommendations made by the Contractor do not obligate MSWD to proceed with the recommended work, nor do they guarantee that the Contractor will be selected to perform any resulting services.

If MSWD elects to engage the Contractor for scheduled preventive maintenance of water wells, pumps, and motors, the Contractor shall submit a proposed maintenance schedule for MSWD's review and approval. The schedule shall identify the maintenance activities to be performed, the timing for each well, pump, and motor, and the estimated duration of the work. The specific scope of preventive maintenance services will be discussed with MSWD and communicated to the Contractor in writing prior to commencement. The Contractor shall provide a cost estimate for the agreed-upon services and obtain written approval from MSWD before performing any preventive maintenance work.

Special Equipment, Well Brushes, Bails

Wire brushing shall be carried out in such a manner as to clean the existing casing perforations and to remove scale and tubercles attached to the inside wall of the casing. The Contractor shall furnish the appropriate wire brush. If the screen is wire wrapped, then Contractor shall use an approved stiff nylon brush.

The brush barrel shall be not less than 6 inches smaller in diameter than the well casing. The brushing elements inserted into the barrel shall consist of 7/8-inch diameter minimum stiff steel cable adequately spaced to clean the entire well. A minimum of 1500 pounds shall be required to drive the brush down the well.

After sufficient wire brushing, the well will be allowed to sit for a 24-to-48-hour time period and debris in the water column will be allowed to settle to the bottom of the well during this period. Sediment fill shall be removed from the bottom of the well to the maximum extent possible using a bailer or scow or equivalent retrieval device. The total depth of the well shall be measured shortly following bailing. This operation will be performed only if the casing appears to be in relatively good condition. Should it appear that there is any damaged casing or any sections of casing appear to be in a state of detachment from the well, the bailing should not be performed.

The Contractor shall provide bailers to accommodate well casing size. All bails shall be of proper width and length with a one-way valve at the bottom. This is to create a suction and surging action when moved vertically within the well which will further help with the maintenance and rehabilitation of well.

If bailing is performed, then all bailed material (water and sediment) shall be placed in steel drums or appropriate containers. The sediment, after separation from the water, shall be placed in the containers, properly labeled, and eventually removed from the well site for disposal by the Contractor. The Contractor will be responsible for manifesting the bailed material for disposal at an appropriate and approved landfill. If needed, MSWD shall be onsite to collect a sample of the bailed material for possible laboratory analysis.

Deep Well Video Survey

Contractor shall be able to conduct a color video camera survey to the full depth of well after removal of the pump and after brushing and bailing MSWD wells and recording pre- and post-brushing conditions. The survey shall be conducted in the presence of a MSWD Representative.

The Contractor video camera shall have vertical down-hole and horizontal side scan viewing capability. Horizontal side-scan viewing shall be controllable to allow viewing at any angle within a 360-degree rotation.

The Contractor shall inject potable water into the well for a sufficient period of time to perform the video survey and provide greater clarity during the video survey. It will be the Contractor's responsibility to provide a clear picture acceptable to MSWD and its representative.

The Contractor shall provide MSWD with an electronic copy of the original survey immediately after the completion. In addition, Contractor shall provide a full written report including color photos of any areas of concern.

Technical Requirements:

Pump Pulling and Inspection

Contractor shall disconnect all electrical wiring and appurtenances necessary for the pulling of a deep well pump. Contractor shall sound the total well depth from surface prior to removing any downhole equipment. Contractor shall remove the motor, discharge head, oil tubing or submersible cable, shafting, column, bowl assembly, strainer, and airline. All component parts shall be closely inspected for excessive wear, cracks, holes, corrosion, or any type of damage, which would necessitate any repairs or replacement parts.

For booster pumps, the Contractor shall disconnect all electrical wiring and appurtenances necessary for removal of the booster. The unit shall be removed and all component parts shall be inspected for excessive wear, cracks, corrosion, or any type of damage, which would necessitate any repairs, or replacement parts.

The Contractor shall load, transport and unload pumping unit and all the miscellaneous pulled equipment from jobsite to Contractor's yard and back again to the job site upon repair.

Pump Re-installation

After completion of any necessary well repairs or rehabilitation work, the Contractor shall reinstall the bowl assembly, column, shafting, oil tubing or submersible cable, airline, discharge head, and motor, making all joints and connections in a workmanlike manner. Contractor shall furnish all incidental materials to bring the project to satisfactory completion. Prior to installation, Contractor shall adequately chlorinate the pump assembly. Once installed and set up a follow up well sounding will be completed.

Contractor shall test the rotation and operation of the completed installation to the satisfaction of the District. MSWD will chlorinate the well when Contractor is ready. The Contractor shall coordinate with the District to ensure that all discharges meet the District's NPDES permit and shall bear the cost for all discharges not in compliance with and/or exceeding the discharge limitations of the District's NPDES permit.

For booster pump work, Contractor shall move back onto the booster station site and shall reinstall the pump and motor, electrical connections, making all joints and connections in a workmanlike manner. Contractor shall restart the motor to make sure it is operating properly.

Well Video Survey

After removal of the pump and upon District's direction, Contractor shall perform well video inspection using color video equipment with side scan. The Contractor shall furnish all labor, materials and equipment required to provide a color video survey of the well after preparation of the water to produce clear viewing conditions. If necessary, the Contractor will introduce a polymer type flocculant into the well, followed by water. Contractor will allow water to flow into the well for a 24 to 48-hour time period in advance of the video survey to produce clear viewing conditions.

Should a clear video picture of the internal casing conditions not be achieved, additional clear water preparations should be instituted and additional video surveys conducted until a clear video picture record is obtained. This work shall be accomplished at the Contractor's expense.

As the camera probe surveys the full casing interval in the well, a digital depth record shall be recorded on the video survey log for reference. The video camera shall be capable of providing both vertical and horizontal (side) viewing of the entire casing as it descends into the well.

When a successful video survey log has been acquired, one copy in CD/DVD format shall be provided to the District. Contractor shall submit a written report to accompany the video survey log, documenting survey date, static water level, perforation depth intervals and conditions, and total well depth.

Well Rehabilitation Report

Contractor shall submit a written report to the District stating the total well depth, current water level, general condition of component parts, recommendations for repairs and for replacements, and the advisability of well rehabilitation. This report shall contain an itemized labor and material cost estimate of any necessary repairs to, or replacement of, any of the component parts, and a proposed schedule for the completion of the work.

Booster Pump Repair/Rehabilitation Proposal

Contractor shall submit a written proposal to the District stating the general condition of component parts, recommendations for repairs and for replacements, and the advisability of pump rehabilitation. This proposal shall contain an itemized labor and material cost estimate of any necessary repairs to, or replacement of, any of the component parts, and a proposed schedule for the completion of the work.

Repairs

The Contractor shall accomplish any repairs or replacements authorized by the District in accordance with one of the following:

1. Utilization of Contractor's own labor and equipment in accordance with Bidder's Proposal.
2. The securing of materials and/or outside services. Materials and outside services shall be paid for at actual invoice plus percentage mark-up in Bidder's Proposal.

3. Any suitable combination of the above.

The District reserves the right to have any necessary repairs and/or replacement parts furnished by others. At the discretion of the District, the Contractor's crew may be required to leave the job site until the necessary repairs are accomplished and/or replacement parts are procured.

Wire Brushing and Bailing

Wire brushing shall be carried out in such a manner as to clean the existing casing perforations and to remove scale and tubercles attached to the inside wall of the casing. The Contractor shall furnish the appropriate wire brush. If the screen is wire wrapped, then Contractor shall use an approved stiff nylon brush.

The brush barrel shall be not less than 6 inches smaller in diameter than the well casing. The brushing elements inserted into the barrel shall consist of 7/8-inch diameter minimum stiff steel cable adequately spaced to clean the entire well. A minimum of 1500 pounds shall be required to drive the brush down the well.

After sufficient wire brushing, the well will be allowed to sit for a 24-to-48-hour time period and debris in the water column will be allowed to settle to the bottom of the well during this period. Sediment fill shall be removed from the bottom of the well to the maximum extent possible using a bailer or scow or equivalent retrieval device. The total depth of the well shall be measured shortly following bailing. This operation will be performed only if the casing appears to be in relatively good condition. Should it appear that there is any damaged casing or any sections of casing appear to be in a state of detachment from the well, the bailing should not be performed.

If bailing is performed, then all bailed material (water and sediment) shall be placed in steel drums or appropriate containers. The sediment, after separation from the water, shall be placed in the containers, properly labeled, and eventually removed from the well site for disposal by the Contractor. The Contractor will be responsible for manifesting the bailed material for disposal at an appropriate and approved landfill. The District shall be onsite to collect a sample of the bailed material for possible laboratory analysis.

Temporary Test Pump Mobilization/Demobilization

If requested by the District, the Contractor shall furnish, install, and remove a deep-well turbine pump, prime mover, column assembly, and all appurtenances necessary for developing and/or test pumping the well. The pump and prime mover shall have a capacity to pump 3,000 gallons per minute from a 400-foot pump setting. The prime mover shall be a variable speed type. Contractor shall furnish all fuel or power required to operate the pumping unit.

A temporary 2 to 3-inch I.D. access tube should be installed during pump installation and will provide access for water level sounders into the well casing during pumping, to measure water levels.

The prime mover shall be a variable-speed type with a gear ratio of 1 to 2, in order to overdrive the pump to attain the desired pump rate. The prime mover shall meet all noise regulation requirements during development and subsequent testing operations. Discharge piping shall be provided for the pumping unit and be of sufficient size and length to conduct water according to the Special Provisions in these Specifications. The Contractor shall provide orifices, meters, or other approved devices that will accurately measure the flow rates, in total amount of water

pumped (in gallons) and the instantaneous discharge (in gpm). The discharge line shall be provided with suitable equipment for sand testing, such as the Rossum Centrifugal Sand Sampler.

The engine should be equipped with suitable throttling devices to control the discharges. The test pump should not be equipped with a foot valve, which would prevent backspin and interfere with surging operations. The required pumping unit shall be capable of being operated without interruption for a period of 72 hours during subsequent aquifer testing operations

After removing the test pump from the well, the Contractor shall remove any oil from the water surface within the well (e.g., test pump lubricating oil). An acceptable method of removal is to lower, via a cable, an oil absorbent "sock" or similar material designed to absorb spilled oil. Proper disposal of such absorbent "socks", if used, must be provided for by the Contractor. Following removal of the test pump (after all development and testing has been performed) the Contractor shall, at the specific request of the District, conduct a video survey to document the final condition of the well-casing.

Well Pumping Redevelopment

Following mechanical redevelopment, the District may elect to have Contractor proceed with pumping redevelopment which shall consist of intermittent pumping and surging of the well, beginning at an initial rate of 500 gpm and continuing at successively higher rates. Surging shall allow water to flow back through the bowls with free backspin and through the screen openings. The procedure shall be repeated at increments up to a final rate as recommended by the District.

Temporary storage tanks will be used to contain the discharge. Prior to disposal a sample for analysis of NPDES constituents will be collected and submitted to a laboratory to check for compliance with the District's NPDES permit.

Development records shall be maintained on at least a half-hour basis showing production rate, pumping level, drawdown, sand production, and all other pertinent information concerning well development. Development at each rate shall continue until the following conditions have been met:

1. The specific capacity (gallons per minute per foot of drawdown) shall have reached a relatively constant value over a period of at least 4 continuous hours, or as recommended by the District.
2. Sand content (if present) is no greater than 3 ppm as measured 15 minutes after surging, or as recommended by the District while pumping at the specified rate.

Contractor shall make adequate provisions for the disposal of water pumped from the well during redevelopment and/or test pumping. Such provisions shall include, but not be limited to, furnishing and installing discharge piping from the pumping unit of sufficient size and length to conduct water to a point as designated by the District. Contractor shall also furnish acceptable orifices, meters or other approved devices, which will accurately measure the pumping rate. An airline, complete with properly calibrated gage shall be provided by the Contractor to measure the elevation of water in the well. Contractor may be required to collect pumped groundwater into sedimentation tanks prior to discharge to a storm drain in order to comply with the waste discharge requirements of the regulating agency.

Production Testing of Well

Production testing of a rehabilitated well to determine the optimum rate of pumping and shall include a step drawdown test and a constant-rate discharge test. There shall be a period of at least 24 hours of non-pumping conditions following pumping development work prior to the start of the step drawdown test. The Contractor shall provide qualified personnel on a 24-hour basis during the step-drawdown and constant-rate discharge test to assure proper operation of the pumping test equipment, and to assist in water level monitoring if requested by the District.

Discharge Water - Discharge water shall be conveyed from the pump to the point of discharge at the well site. It is imperative to ensure that no damage by flooding or erosion is caused to the chosen drainage structure or water disposal site, or to nearby lands and/or streets. The Contractor shall provide all piping and discharge lines. The point of discharge location will be provided by the District and the Contractor will be responsible for all devices and piping to convey the water to that discharge point. No fluids will be permitted to flow offsite (except for proper drainage facilities) or to properties not owned by the District. All discharges will meet the District's NPDES permit and the Contractor will be responsible for this discharge.

Records - The Contractor shall keep accurate records of the pumping test of the well and furnish copies of all records to the District upon completion of the test. The records shall also be available to the District for inspection at any time during the test. The records shall include physical data describing the construction features such as, but not limited to: well depth and diameter, complete screen description, length and setting, a description of the measuring point and its measured height above land surface and/or mean sea level, and the methods used in measuring water levels and pumping rates. The Contractor shall also keep records on the type of pumping equipment used at the well site including engines, drive components, bowls, lines, and shafts. The Contractor will keep records of operation of equipment during the test including engine rpm and horsepower, fuel use, and other essential information that will be useful in designing a pump system.

Aborted Tests - Whenever continuous pumping at a uniform rate has been specified, failure of pumping operations for a period greater than one percent of the elapsed pumping time shall require suspension of the test until the water level in the pumped well has recovered to its original level. Recovery shall be considered "complete" after the well has been allowed to rest for a period at least equal to the elapsed pumping time of the aborted test, except that if any three successive water level measurements spaced at least 20 minutes apart show no further rise in the water level in the pumped well, the test may be resumed immediately. The District shall be the sole judge as to whether this latter condition exists. The Contractor will not be paid for any re-testing done if the specified time or recovery requirements of the City for the aborted test are not first met. These tests are invalid and will not be construed as a test.

Step-Drawdown Test - Prior to starting the step-drawdown test in the well, the static water level shall be measured. The well shall be "step" tested at rates determined by the District. The step-drawdown test for the well is estimated to require approximately 12 pumping hours with each step being 3 to 4 hours in duration.

The Contractor shall operate the pump and change the discharge as directed by the District. Both a gate valve and an engine throttle shall control the discharge of the pump. The discharge shall be controlled and maintained at approximately the desired discharge for each step with an accuracy of plus or minus 5 percent. Pump discharge shall be measured with an instantaneous

flow meter dial and a totalizer meter and stopwatch, as approved by the District. Both an airline and electric sounder shall be furnished by the Contractor for water level measurements.

During the step-drawdown test, the Contractor shall record sand content measurements at 30-minute intervals.

Constant-Rate Discharge Test - After a 24-hour recovery period from the end of the step-drawdown test, a constant-rate discharge test shall be performed as directed by the District. This test shall be run for a period of 24 hours, or until the pumping level remains constant for at least 4 hours, or until the District terminates the test. A recovery period of 24 hours shall follow the termination of the constant-rate discharge test, at which time the District will collect residual drawdown (recovery) data.

During the constant-rate discharge test, the Contractor shall also conduct the final sand content testing. The sand content shall be determined by averaging the results of samples collected at the following times during the final pumping test:

1. 5 minutes after start of the test;
2. after 1/4 of the total planned test time has elapsed;
3. after 1/2 of the time has elapsed;
4. after 3/4 of the time has elapsed; and
5. near the end of the pumping test.

Well Abandonment

Contractor shall investigate well condition, details of construction, and whether there are obstructions that will interfere with the process of filling and sealing before a well is abandoned. Video survey should be included for visual inspection of the well, as well as preparation and submittal of required permits for wells located in Riverside County.

Stuck Deep Well Vertical Turbine Pumps

If a deep well vertical turbine pump should become stuck and the extraction is halted, the Contractor shall make sufficient attempts with no less than a 50 ton "A" frame rig, to free the pump. If this is unsuccessful the Contractor shall develop alternative solutions for consideration. MSWD shall approve alternatives as deemed necessary and Contractor shall use reasonable skill in the presence of a MSWD representative, utilizing methods such as the use of air compressors for air lifting and/or hydraulic jacks before abandoning efforts to extract pump.

Level of Maintenance

All work shall be performed in a manner commensurate with community professional standards and with an ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. Standards and frequencies may be modified from time to time as deemed necessary by MSWD for the proper maintenance and repair of the wells, pumps, and motors.

If, in the judgment of MSWD, the level of maintenance is less than that specified herein, MSWD shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the

Contractor and MSWD. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at MSWD's sole discretion, result in deduction of payment for that day, week, or month. Payment will be retained for work not performed until such time as the work is performed to MSWD standard.

The Contractor is required to correct deficiencies within the time specified by MSWD. If noted deficient work has not been completed, payment for subject deficiency shall be withheld and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

All work and general conditions shall be performed in accordance with the current Standard Specifications for Cal-OSHA, Public Works Construction (Green Book), the State Water Resources Control Board Health Guidelines, and the American Water Works Association (AWWA) Standards.

Workmanship and Supervision

Unless otherwise stated, Contractor shall be responsible to provide all labor and materials to allow for successful Project completion.

MSWD may choose to reimburse the Contractor for materials that need to be procured. These instances shall be analyzed on a case -by -case basis and reimbursement for materials will need to be agreed upon in the Contractor's letter proposal prior to the commencement of work.

Receipts shall be required for reimbursements for materials purchased for projects. MSWD reserves the right to specify what type of material and/or equipment will be purchased per project. All equipment and material purchases shall be preapproved by MSWD. The Contractor shall charge the actual cost of materials to MSWD plus a maximum of 15% for overhead costs associated with procurement of materials.

MSWD reserves the right to purchase materials directly and make them available to the Contractor. In the event MSWD exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all MSWD practices and procedures.
- All MSWD purchases will be for the sole expressed use of and for MSWD.
- The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives.
- All materials and inventories shall be made available to MSWD upon request. The Contractor will reduce the unit cost for each maintenance task by MSWD's actual cost for the materials provided and used.

Contractor represents and warrants to MSWD that he/she has and will keep in effect at all times during the term of a contract with MSWD, all licenses, permits, professional qualifications, and approvals of whatever nature that are legally required to practice his/her trade.

Maintain all work sites free of hazards to people and/or property resulting from the Contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's operations, shall be immediately reported to MSWD.

The Contractor shall be responsible for removing and cleaning any and all debris that occur as a result of its operations as a result of services requested in this scope of work.

All work performed under this contract shall be performed in such a manner as to provide maximum safety for the public and where applicable, comply with all safety standards required by CAL-OSHA. MSWD reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

The supervisor or person in charge and on site of any MSWD project shall have a smart phone capable of email.

At all times, the Contractor will ensure at least one English speaking person is on site of any MSWD assigned project.

Working Hours

Normal working hours shall be between the hours of 7:00 AM and 3:30 PM, Monday through Friday, unless otherwise stated by MSWD for emergency or standby services. The Contractor is subject to being contacted 24 hours a day, 7 days a week, 365 days a year to perform emergency repairs. These representatives for the Contractor shall respond to said emergency within two (2) hours from receiving notification. The Contractor shall notify MSWD immediately of any changes to the Contractor's representation.

Contractor's Office

The Contractor shall designate a project supervisor or person in charge at all times and provide MSWD with written notice of such designation. The designated individual shall be available throughout the duration of the work.

The Contractor shall also provide the names and telephone numbers of at least two (2) qualified personnel available during emergency conditions and capable of mobilizing to the job site within two (2) hours of notification.

Unless otherwise stated by MSWD, there will be no on-site storage of equipment or materials on MSWD property or at District sites. Contractors will have full responsibility for maintaining an office and a storage facility. All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, orderly manner and shall be in good working order. MSWD may reject any vehicle or piece of equipment and order it removed if deemed unsafe.

Equipment

All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, and orderly manner and shall be in good working order. Drip mats or oil containment need to be placed under leaking equipment, all equipment need to be inspected for leaks at the end of each workday. MSWD may reject vehicles or equipment and order it removed at their discretion.

Street Closures, Detours, Barricades

Contractor shall be responsible for all traffic control and barricades necessary to perform the scope of work. Warning signs, lights, and devices shall be installed and displayed in compliance with the current edition of the "California Manual on Uniform Traffic Control Devices" (CA MUTCD)

and "Work Area Traffic Control Handbook" (WATCHBOOK) for use in performance of work upon highways issued by the State of California, Department of Transportation.

Permits

The Contractor shall be responsible for obtaining permits where required by federal, state, or local agencies as it pertains to the work being conducted.

Underground Excavations

The Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor should contact MSWD and Underground Service Alert (www.digalert.org) or call (811) at least forty-eight (48) hours before commencing any excavation, to locate underground service lines.

Responsibility for Damages or Injury

MSWD and all officers, employees, and representative thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the project, or for injury or death of any person as a result of Contractor's performance of the services required hereunder, or for damage to property from any cause arising from the performance of the project by the Contractor, or its sub-contractors, or its workers, or anyone employed by either of them.

Contractor shall be responsible for any liability imposed by law for injuries to or death of any person or damage to property resulting from defects, obstructions, or from any cause arising from Contractor's work on the project, or the work of any sub-contractor or supplier selected by the Contractor.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

EXHIBIT “C”
GENERAL CONDITIONS
(insert behind this page)

SECTION 2.1
of
GENERAL CONDITIONS

DEFINITIONS, TERMS, ABBREVIATIONS

2.1.01 Definitions - Wherever used in the Contract Documents, the following shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

Acceptance, Final Acceptance - The formal action by the Owner accepting the Work as being complete.

Accepted Bid - The bid (proposal) accepted by the Owner.

Addenda - Written or graphic instruments issued prior to the opening of sealed bids, which modify or interpret the Contract Documents and Drawings by additions, deletions, clarifications or corrections.

Agreement - The written agreement (contract) executed between the Owner and the Contractor covering the performance of the Work.

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

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

Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

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

Contract Documents - The Contract Documents, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Insurance Certificates, Notice of Award, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Detailed Technical Provisions, Drawings, and Addenda.

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

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

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

Detailed Technical Provisions - A part of the Contract Documents consisting of written descriptions of the technical nature of materials, equipment, construction system, standards and workmanship.

Drawings - The part of the Contract Documents, which show the characteristics, and scope of the Work to be performed and which have been prepared or approved by the Engineer.

Engineer - The person, firm or corporation named as such in the Contract Documents.

Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Laboratory - The laboratory authorized by the Owner or the Owner's representative to test materials and work involved in the Project.

Manufacturer - A person, firm or corporation that fabricates, processes, or creates from raw materials or component parts, materials or equipment to be incorporated into the Project.

Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Owner's Representative - The person, consultant, or engineering firm authorized by the Owner to represent him during the performance of the Work by the Contractor and until final acceptance. The Owner's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's Representative means the Owner's representative or his assistants.

Project - The undertaking to be performed as provided in the Contract Documents.

Resident Project Representative - The authorized representative of the Owner who is assigned to the Project site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

Special Conditions - Modifications to Detailed Technical Provisions.

Specifications - The General Conditions, Supplemental General Conditions, Special Conditions, and Detailed Technical Provisions of these Contract Documents.

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

Supplemental General Conditions - Modifications to General Conditions that are specifically applicable to this Project.

Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Utility - Public or private fixed works for the transportation of fluids, gases, power, signals or communications.

Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

2.1.02 Terms - Wherever used in the Contract Documents, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Owner's Representative is intended. Similarly, the terms "approved", "acceptable", "satisfactory", "or equal", or terms of like import shall mean approved by or acceptable to or satisfactory to the Owner's Representative, unless otherwise expressly stated.

The word "provide" shall be understood to mean furnish and install.

2.1.03 Abbreviations - Whenever used in the Contract Documents, the following abbreviations shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAU, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CPR	Certified Payroll Records
DIR	California Department of Industrial Relations
IEEE	Institute of Electrical and Electronics Engineers
LCP	Labor Compliance Program
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or USAS	United States of America Standards Institute (now ANSI)

SECTION 2.2
of
GENERAL CONDITIONS

ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS

2.2.01 SECTION NOT USED.

2.2.02 SECTION NOT USED.

SECTION 2.3
of
GENERAL CONDITIONS

SCHEDULES, REPORTS AND RECORDS

2.3.01 A preconstruction conference will be held prior to commencement of the Work. Attendees shall be the Contractor, his Subcontractors, if applicable, the Owner, the Engineer, representatives of Federal, State or local regulatory or enforcement agencies, and any other parties deemed appropriate by the Owner.

2.3.02 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

2.3.03 Prior to the start of construction, the Contractor shall submit a construction progress schedule to the Engineer for approval. Said schedule shall include, but is not limited to, the following information: Contractor's name, address and telephone number; project/contract number; date prepared; Engineer's name; Owner's name; date of Notice to Proceed; contract completion date; and, list of all important activities, including construction and material delivery, with starting and ending dates for each activity.

The schedule shall be prepared so that the Contractor can update it when significant changes in an activity time and/or completion time occur, as the Engineer may direct. After the Engineer approves the schedule, one (1) electronic copy shall be furnished to the Engineer for distribution. All costs for schedule preparation and printing are included in the Contractor's Bid.

The Engineer reserves the right to alter said schedule to prevent excessive public nuisance or to exclude areas where rights-of-way acquisition might still be in progress or provide timely facilities for testing and connection to other installations dependent upon this project.

2.3.04 Prior to starting construction, the Contractor shall submit to the Engineer for his approval a detailed breakdown of his cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Engineer to determine partial payments.

2.3.05 Prior to the start of construction, the Contractor shall submit the dates at which special drawings will be required and the respective dates when applicable for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

SECTION 2.4
of
GENERAL CONDITIONS

DRAWINGS AND SPECIFICATIONS

2.4.01 SECTION NOT USED.

2.4.02 SECTION NOT USED.

2.4.03 SECTION NOT USED.

2.4.04 SECTION NOT USED.

SECTION 2.5
of
GENERAL CONDITIONS

SHOP DRAWINGS/MATERIAL SUBMITTALS

2.5.01 SECTION NOT USED.

2.5.02 SECTION NOT USED.

2.5.03 SECTION NOT USED.

2.5.04 SECTION NOT USED.

SECTION 2.6
of
GENERAL CONDITIONS

MATERIALS, SERVICES AND FACILITIES

2.6.01 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

2.6.02 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. The Contractor shall be entirely responsible for damage or loss to material and equipment until the Work has been completed by the Contractor and accepted by the Owner.

2.6.03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.6.04 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

2.6.05 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.6.06 Whenever under this Agreement it is provided that the Contractor shall furnish materials or manufactured articles, or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the Work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the Work as a whole or in part.

2.6.07 All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified.

SECTION 2.7

of
GENERAL CONDITIONS

INSPECTION AND TESTING

2.7.01 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

2.7.02 The Owner shall provide all inspection and testing services not required by the Contract Documents. Performance of these tests and all costs will be borne by the Owner; except, the cost of any test which shows unsatisfactory results shall be borne by the Contractor.

2.7.03 The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

2.7.04 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall pay for all inspection fees imposed by public agencies other than the Owner.

2.7.05 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

2.7.06 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

2.7.07 If any Work is covered contrary to the written instructions of the Engineer or work done for which the Contractor has not requested and received inspection, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

2.7.08 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure,

observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

2.7.09 Upon request of the Engineer, the Contractor shall furnish certification of compliance that fabricated or manufactured products conform to the standards of the industry as specified in these Contract Documents and that said fabricated or manufactured products were fabricated or manufactured under the quality control standards of the stated specifications of these Contract Documents.

SECTION 2.8
of
GENERAL CONDITIONS

SUBSTITUTIONS

2.8.01 Whenever a material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

2.8.02 The Contractor's use of approved substitutions or equals shall not relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from providing or using approved substitutions or equals where they affect the adjoining or related work, including the expense of required engineering, redesigning, drafting and permits, where necessary, whether the Owner's approval is given before or after receipt of Bids.

The Contractor shall bear the cost of all engineering work associated with the review of submittals for substitutions and equals. The Contractor shall approve the engineering costs prior to the performance of the engineering work using the form entitled "Authorization of Engineering Costs for the Evaluation of Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the submittal review until authorization is given. If the Contractor does not provide this authorization, the submittal will be rejected.

Engineering costs associated with redesign of adjoining or related work due to Substitutions or Equals shall be approved in writing by the Contractor prior to the performance of the work. The Contractor shall approve the cost of the engineering work using the form entitled, "Authorization of Engineering Costs for Redesign due to Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the redesign until the authorization is given. If the Contractor does not provide this authorization, the submittal, which created the need for redesign, shall be rejected.

SECTION 2.9
of
GENERAL CONDITIONS

INTELLECTUAL PROPERTY, PATENTS, ROYALTIES AND INDEMNIFICATION

2.9.01 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, including attorney's fees, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

2.9.02 Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the District and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the District, or any of its officers, agents, members, employee authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.

This indemnity provision is in addition to all other defense, hold harmless and indemnity clauses in the Contract Documents and shall survive Final Completion and termination of the Contract. If the District is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the District, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the District, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual

property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.

SECTION 2.10
of
GENERAL CONDITIONS

SURVEYS, PERMITS, REGULATIONS

2.10.01 SECTION NOT USED.

2.10.02 SECTION NOT USED.

2.10.03 SECTION NOT USED.

SECTION 2.11
of
GENERAL CONDITIONS

PROTECTION OF WORK, PROPERTY
AND PERSONS

2.11.01 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.11.02 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction, including the applicable provisions of the California Occupational Safety and Health Act of 1973, Part 1, Division 5, of the Labor Code §6300 et. seq. and the Construction Safety Orders of the Division of Industrial Safety. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

2.11.03 The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.11.04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

2.11.05 Until the formal acceptance by the Owner of the performance of the Contractor hereunder, either by furnishing equipment and/or materials or by performance of Work, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of that which he is to provide or complete hereunder occasioned by any of the above causes before completion and acceptance and shall bear the expense thereof. In case

of suspension of Work from any cause whatsoever, the Contractor shall be responsible for all equipment and/or materials then upon Owner property and shall properly store them, if necessary, and shall erect temporary structures where necessary in so doing. Nothing in these Contract Documents shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon Owner's real property, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

2.11.06 Prior to the beginning of any work, the Contractor shall obtain, at its sole expense, all permits required by the California Division of Occupational Safety and Health (Cal/OSHA) for permit-required activities associated with the Project and shall provide copies of such permits to the Owner upon request.

2.11.07 In accordance with Government Code Section 4216 and following, Contractor shall notify Underground Service Alert at least two days prior to excavation with a description of the area to be excavated to determine if any participant has a subsurface installation in the area.

2.11.08 The Contractor shall not commence any excavation over five (5) feet in depth until he has submitted to the Owner 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 any such excavation and such plan has been accepted by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated. If such plan varies from the shoring system standards promulgated by the Department of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed and paid by the Contractor. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing contained in this article shall be construed as relieving the Contractor of full responsibility for providing shoring, bracing, sloping, or other provisions, which are adequate for worker protection.

2.11.09 A working platform for any scaffolding swung or suspended from an overhead support more than ten (10) feet above the ground, floor or area in which an employee on the scaffolding might fall, shall have a safety rail of wood or other equally rigid material of adequate strength; such rail shall be in compliance with the applicable orders of the Division of Industrial Safety.

The suspended scaffolding shall be fastened so as to prevent the same from swaying from the building, or structure, or other object being worked on from such scaffolding. All parts of such scaffolding shall be of sufficient strength to support, bear, withstand with safety, any weight of persons, tools, appliances or materials which might reasonably be placed on it or which are to be supported by it.

In addition to the duties imposed by any law regulating or relating to scaffolding, the Contractor who uses scaffolding in connection with the construction, alteration, repairing, painting, cleaning, or doing of any work upon any building or structure shall furnish safety lines to tie all hooks and hangers back on the roof of such building or structure and provide safety lines hanging from the roof, securely tied thereto, for all swinging scaffolds which rely upon stirrups of the single point of suspension type to support the working platform. One such line shall be provided for each workman with a minimum of one line between each pair of hangers or falls.

Platforms or floors of scaffolding shall be not less than fourteen (14) inches in width and shall be free from knots or fractures impairing their strength.

The use of lean-to scaffolds, sometimes known as jack scaffolds, as support for scaffolds is prohibited.

2.11.10 In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect, as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever notice is required to be given by the Owner or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

2.11.11 The Contractor shall not load nor permit any part of any structure to be loaded with any weights that will endanger the structure, nor shall subject any part of the Work to stresses or pressures that will endanger it.

2.11.12 The Contractor will be required to certify that he has an Injury, Illness Prevention Plan for his company as required by Labor Code Section 6401.7.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones and carried by the supervisor of the work being performed.

The Contractor shall provide assurance to the District that all equipment has proper permits issued by the South Coast Air Quality Management District, or the local air quality district.

In addition, the Contractor shall be required to post notices required by Proposition 65 for any hazardous chemicals listed by the State Health Department, which are brought onto the property as part of the construction program.

2.11.13 Any public works contract of a local public entity, which involves digging trenches or other excavations that extend deeper than four feet below the surface, shall contain a clause, which provides the following:

- a. That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
 - c. That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.
 - d. Differing Conditions shall not include:
 - 1. All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;
 - 2. All that could be seen on Site;
 - 3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.
 - 4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
 - e. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the District's investigation of potential Differing Conditions.
 - f. Failure by Contractor to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

SECTION 2.12
of
GENERAL CONDITIONS

SUPERVISION BY CONTRACTOR

2.12.01 The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

2.12.02 The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work, and whenever the Engineer shall notify the Contractor that any man on the Work is, in his opinion, incompetent, unfaithful, intemperate, or disorderly or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person on the Work representing the Owner, or is otherwise unsatisfactory, such man shall be discharged immediately from the Work and shall not be re-employed upon it except with the consent of the Engineer. Such discharge shall not be the basis of any claim for damages against the Owner or his agents.

2.12.03 In the event that the Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the District Representative, at least seven days prior to engaging the person, an Experience Statement form for the District's review and acceptance. Any proposed substitution is subject to the approval of the District Representative based upon qualifying experience on similar projects as set forth in the bid documents for the project. Failure to obtain the District's acceptance shall not constitute a cause for delay. In addition, the District may issue an order to stop the work under these General Conditions until such time as the Contractor engages persons possessing skills and qualifications acceptable to the District.

2.12.04. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or Contractors, then Contractor shall require the Subcontractor to:

1. coordinate its Work with the dependent work;
2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
3. supply and install items to be built into dependent work of others;
4. make provisions for dependent work of others;
5. examine dependent drawings and specifications and submittals;
6. examine previously placed dependent work;
7. check and verify dependent dimensions of previously placed work;
8. notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and

9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

2.12.05. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the District in accordance with the terms of the Contract, but nothing herein contained shall be taken to relieve Contractor of any of its obligations or liabilities under the Contract, or of performing its required detailed direction and supervision.

2.12.06. Contractor shall at all times permit the District, its agents and authorized representatives to: (i) visit and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject the Work if it does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the District.

2.12.07. Whenever Contractor desires to perform Work outside regular working hours, Contractor shall give notice to the District of such desire and request and obtain the District's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the District may make the necessary arrangement for testing and inspection.

2.12.08. If Contractor receives a written notice from the District that a Clarification is forthcoming from the District, all Work performed before the receipt of the Clarification shall be coordinated with the District to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the District's written notice but before receipt of the Clarification and not so coordinated shall be at Contractor's risk.

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

SECTION 2.13
of
GENERAL CONDITIONS

CHANGES IN THE WORK

2.13.01 This Agreement may not be altered in whole or in part except by modification in writing and properly executed by all parties hereto or by a change order.

2.13.02 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

2.13.03 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

SECTION 2.14
of
GENERAL CONDITIONS

CHANGES IN CONTRACT PRICE

2.14.01 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices. Original bid items. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant, the Owner shall review the unit price to determine if a new unit price should be negotiated.
- b. An agreed lump sum.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

When all or any part of the work covered by Change Order is performed by any of the Contractor's Subcontractors, the markups established in this section shall be applied to the Subcontractor's actual cost of such work, to which a markup of five (5) percent on the subcontracted portion of the work may be added by the prime Contractor.

SECTION 2.15
of
GENERAL CONDITIONS

TIME FOR COMPLETION AND
LIQUIDATED DAMAGES

2.15.01 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on or before a date specified in the Notice to Proceed. The Contractor should be aware that time is of the essence for this project.

2.15.02 The Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

2.15.03 If the Contractor shall fail to complete the Work within the Contract Time, or requests for extension of time approved by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

2.15.04 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- a. To any preference, priority or allocation order duly issued by the Owner.
- b. If delays are caused by unforeseen events beyond the control of both the Contractor and the Owner, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, labor, required "extra work," or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

- c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 2.15.04a and 2.15.04b of this article.

- d. If delays beyond the Contractor's control are caused by reasons other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interests of the Owner, an extension of time may be granted, but the Contractor shall not be entitled to damages or additional payment due to such delays.

If delays beyond the Contractor's control are caused solely by action or inaction by the Owner, such delays will entitle the Contractor to an extension of time.

- e. Extensions of time, when granted, will be based upon the effect of delays on the project as a whole and will not be granted for noncontrolling delays to minor included portions of work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole.
- f. If the Contractor desires payment for a delay or an extension of time, he shall, within thirty (30) days after the beginning of the delay, file with the Owner a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least fifteen (15) days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such request.

2.15.05 In case the Work called for under this Contract is not completed within the time limit stipulated herein, the Owner shall have the right, in lieu of assessing liquidated damages, to extend the time of completion thereof. If the time limit be so extended, the Owner shall have the right to charge to the Contractor and to deduct from the final payment for the Work, the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate and the cost accruing by reason of unavoidable delays shall not be included in such charges.

SECTION 2.16
of
GENERAL CONDITIONS

CORRECTION OF WORK

2.16.01 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

2.16.02 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

SECTION 2.17
of
GENERAL CONDITIONS

SUBSURFACE CONDITIONS AND
EXAMINATION OF CONTRACT DOCUMENTS

2.17.01 The Contractor represents that he has carefully examined the Contract Documents and the site where the Work is to be performed and that he has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may affect performance of the Work in any manner. The Contractor further represents that he has studied all surveys and investigation reports governing subsurface and latent physical conditions pertaining to the job site; that he has performed such additional surveys and investigations as he deems necessary to complete the Work at the Contract Price; and, that he has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a Bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered and as to the character, quality and scope of the Work.

2.17.02 The Drawings for the Work show conditions as they are supposed or believed by the Engineer to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions actually exist. The Owner and the Engineer shall not be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown in the Drawings and the actual conditions revealed during the progress of the Work or otherwise.

Where the Owner or the Engineer or their consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, the Contractor may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the Engineer.

The records of such investigations are not a part of the Agreement and are shown solely for the convenience of the Contractor. It is expressly understood and agreed that the Owner, the Engineer and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations; the records thereof; or of the interpretations set forth therein or made by the Owner's consultants, the Engineer or his consultants in the use thereof by the Engineer, and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked for developments may not occur, or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the Owner, the Engineer or their consultants is included with the Drawings, it is expressly understood and agreed that said log of test borings does not constitute a part of the

Agreement, represents only the opinion of the Owner or the Engineer or their consultants as to the character of the materials encountered by them in the test borings, is included in the Drawings only for the convenience of the Contractor, and its use is subject to all of the conditions and limitations set forth in this article.

2.17.03 The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of Section 2.17.01 and the Contractor is cautioned to make such independent investigations and examinations as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the Work.

2.17.04 No information derived from such inspection of records of investigations or compilation thereof made by the Owner, Engineer, or their consultants will in any way relieve the Contractor from any risk or from properly fulfilling the terms of the Agreement.

SECTION 2.18
of
GENERAL CONDITIONS

SUSPENSION OF WORK,
TERMINATION AND DELAY

2.18.01 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.18.02 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

2.18.03 Where the Contractor's services have been terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.

2.18.04 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit. The Owner's authority and responsibility with respect to termination for convenience of owner or upon breach of contract are set forth in more detail in Section 2.35 of these General Conditions.

2.18.05 If, through no act or fault of the Contractor, the entire Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or by request of litigation relating to the Project, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

2.18.06 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

SECTION 2.19
of
GENERAL CONDITIONS

PAYMENTS TO CONTRACTOR

2.19.01 SECTION NOT USED

2.19.02 SECTION NOT USED

2.19.03 SECTION NOT USED

2.19.04 SECTION NOT USED

2.19.05 SECTION NOT USED

2.19.06 SECTION NOT USED

2.19.07 SECTION NOT USED

2.19.08 SECTION NOT USED

SECTION 2.20
of
GENERAL CONDITIONS

ACCEPTANCE OF FINAL
PAYMENT AS RELEASE

2.20.01 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

SECTION 2.21
of
GENERAL CONDITIONS

INSURANCE

2.21.01 The Contractor shall not commence any work under the Contract Documents until he obtains at his own expense all required insurance. Such insurance must have the approval of the Owner as to Company, limits, form and amount. The Contractor shall not permit any Subcontractor to commence work on the Project until the Subcontractor has also complied with these insurance requirements. The types of insurance, which the Contractor shall secure and maintain for the full Contract time, are Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Builder's Risk "All Risk" Insurance, and Contractor's Pollution Liability Insurance as hereinafter specified. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Contract Documents.

All policies required by this Section shall be primary insurance as to the Owner so that coverage held by the Owner will not contribute to any loss under the Contractor's insurance using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

Premiums for said insurance shall be paid for by the Contractor.

2.21.02 Before commencing any work, the Contractor shall submit written evidence that he and all Subcontractors have obtained for the Contract time full Worker's Compensation Insurance coverage, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Owner, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the named insured for the Owner; this provision applies regardless of whether or not the Owner has received a waiver of subrogation from the insurer.

2.21.03 Before commencing any work, the Contractor shall procure for the entire Contract time full Commercial General Liability Insurance, Automobile Liability Insurance coverage, and Contractor's Pollution Liability as hereinafter specified. Such insurance shall insure the Contractor and all Subcontractors for all claims for personal injury, including sickness and death, and all claims for destruction of or damage to property, including loss of use, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under the Contractor, or by anyone directly or indirectly employed by the Contractor or by any Subcontractor.

Such Commercial General Liability Insurance shall be written with a limit of liability of not less than five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the

policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit. Should the Contractor maintain insurance coverage exceeding the specified amount, any such additional coverage shall still benefit the Owner.

Such Commercial General Liability Insurance shall also be written for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

Such Automobile Liability Insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, including sickness and death, at any time resulting therefrom, sustained by any one person in any one occurrence, and a limit of liability of not less than two million dollars (\$2,000,000) aggregate for any such damages sustained by two or more persons in any one occurrence. Such automobile liability insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District.

Coverage for Commercial General Liability Insurance, Contractor's Pollution Liability Insurance and Automobile Liability Insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 00 01).
- b. Insurance Services Office (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c. Excess Liability Insurance (if necessary) - The limits of insurance required in this agreement may be satisfied by a combination of primary, umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured.

Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officers, employees, agents and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, administration and defense expenses.

The Commercial General Liability Insurance policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

The policy for such insurance shall include contractual coverage sufficiently broad to cover the Contractor's indemnification agreement contained in Section 2.24 excepting 2.24.04 of these General Conditions. The District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 11 85; or both CG 20 10 10 01 and CG 20 37 10 01 (or the CG 20 10 07 04 and CG 20 37 07 04 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the District for all work performed by the Contractor, its employees, agents and subcontractors. this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

2.21.04 Until the completion and final acceptance by the Owner of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

If applicable, the Contractor shall provide and maintain **Builder's Risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Owner. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The policy shall be endorsed with Owner, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Owner

or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Owner. The policy must specify that coverage is to include all materials and equipment to be incorporated in the Project while at the construction site and while in transit.

Such policy shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District. A maximum deductible amount of five thousand dollars (\$5,000.00) on all perils will be allowed. Also, the insurer shall waive all rights of subrogation.

If the Owner determines not to require the Contractor to procure such insurance, the Contract price shall be reduced by the amounts set forth in the bid items for the premium for such insurance.

If the Owner determines to require the Contractor to procure such insurance, such insurance shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The policy or policies for such insurance may provide for a deductible amount not to exceed five (5) percent of the Contract price. As provided in Section 7104 of the Public Contracts Code, the Contractor is responsible for the cost of repairing or restoring work up to five (5) percent of the contract amount.

2.21.05 Contractor shall furnish the Owner with copies of certificates and amendatory endorsements affecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages, required by these specifications, at any time. Failure to continually satisfy the insurance requirements is a material breach of contract.

Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's Contracts Analyst. Carrier(s) shall have an A.M. Best rating of no less than an A: VII or better.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the Commercial General Liability declarations or

endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include required provisions. The District reserves the right to obtain complete, certified copies of all required insurance policies at any time and the Contractor shall provide the same within five (5) days of such request. Failure to continually satisfy the insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least ten (10) years after completion of the project. The Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expires during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

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

The District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

SECTION 2.22
of
GENERAL CONDITIONS

CONTRACT SECURITY

2.22.01 The Contractor shall within thirty (30) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond in penal sum equal to the amount of the Contract Price and a Payment Bond in penal sum equal to one-hundred (100) percent of the amount of the Contract Price, requiring the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the payment by the Contractor to all subcontractors, persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

2.22.02 Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and by California law. The expense of these Bonds shall be borne by the Contractor. Bonds to be placed with insurers with a current A.M. Best's rating of no less than A: VII or better.

2.22.03 If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall they be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

2.22.04 The Performance Bond and the Payment Bond must remain in effect throughout the period for performance of the Work and through the time of final payment by the Owner, and the Performance Bond must remain in effect for a period of one (1) year from the date of approval of the work by the Board of Directors of Owner, which is the period of the Contractor's warranty, or as modified under the Supplemental General Conditions. If a change order results in an increased contract amount, an updated bond must be submitted to reflect the revised total contract value.

SECTION 2.23
of
GENERAL CONDITIONS

ASSIGNMENTS AND BANKRUPTCY

2.23.01 The Contractor shall not sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

2.23.02 In the event of bankruptcy of the Contractor, whether voluntary or involuntary, this Agreement is automatically terminated, and the Contractor is entitled to no further payments over and above the reasonable value of the actual work completed at that time.

SECTION 2.24
of
GENERAL CONDITIONS

INDEMNIFICATION

2.24.01 The Contractor and any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable during the term of this agreement and associated with the work performed thereunder, will indemnify, defend and hold harmless the Owner and any of their directors, independent contractors, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, but not including the sole or active negligence or willful misconduct of the Owner.

Each of the indemnified parties named in this Section shall be entitled to designate the attorney of their choice and indemnitor agrees to keep Owner's attorney advised as to the status of all claims, damages, losses, expenses and litigation which may arise hereunder.

2.24.02 In any and all claims against the Owner or any of their directors, independent contractors, agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

2.24.03 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

2.24.04 The Contractor shall indemnify, defend and save the Owner, the Owner's Representative, the Engineer, their consultants, and each of their directors, independent contractors, officers, employees and agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Agreement, including but not limited to, Contractor's failure to complete any portion of the Work by the time specified in the Contract Documents. Such costs, expenses, and damages shall include all costs incurred by the Owner, the Owner's Representative, the Engineer, and their consultants to defend against any claims, stop notices, or lawsuits based thereon in which any of them is made a party.

Each of the indemnified parties named in this section shall be entitled to designate the attorney of their choice and the indemnitor agrees to pay the fee of each such attorney so designated.

SECTION 2.25
of
GENERAL CONDITIONS

SEPARATE CONTRACTS

2.25.01 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

2.25.02 The Owner may perform additional Work related to the Project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.25.03 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 2.14, 2.15, and 2.18.

SECTION 2.26
of
GENERAL CONDITIONS

SUBCONTRACTING

2.26.01 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed, by specialty Subcontractors.

2.26.02 After submission of his Bid, the Contractor shall not award Work to any unlisted Subcontractor(s) without prior written approval of the Owner.

2.26.03 The Contractor shall be fully responsible to the Owner for the performance of his Subcontractors, and of persons either directly or indirectly employed by them.

2.26.04 The Contractor shall review each condition of this Contract and cause to be inserted in all subcontracts comparable provisions relative to the Work to bind Subcontractors to the Contractor by the terms of the Subcontract Documents insofar as applicable to the Work of Subcontractors in the same manner that Contractor is bound to Owner (e.g., payment bond, insurance, arbitration, termination on unauthorized assignment or on bankruptcy, etc.), and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents. Copies of contracts between the Contractor and any Subcontractors shall be furnished to the Owner upon request.

2.26.05 All payments by Contractor to Subcontractor(s), which involve material made by joint check, shall specifically allocate the payment between the materialmen involved and the Subcontractor.

2.26.06 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

SECTION 2.27
of
GENERAL CONDITIONS

ENGINEER'S AUTHORITY

2.27.01 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

2.27.02 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

2.27.03 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

2.27.04 The Engineer shall promptly make decisions relating to interpretation of the Contract Documents.

2.27.05 Any plan or method of Work suggested by the Engineer but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner shall assume no responsibility therefor.

2.27.06 Engineer's authority and responsibility with respect to Resident Project Representation are as set forth in Section 2.33 of these General Conditions.

SECTION 2.28
of
GENERAL CONDITIONS

LAND AND RIGHTS-OF-WAY

2.28.01 Prior to issuance of Notice to Proceed, the Owner shall obtain land and all work shall be performed within existing public rights-of-way for carrying out the Work to be performed pursuant to the Contract Documents. Right-of-way limits are shown on the Drawings.

2.28.02 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

2.28.03 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

2.28.04. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the District to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the District.

2.28.05. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.

2.28.06. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part of the Work or adjacent property to stresses or pressures that will endanger it.

2.28.07. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

SECTION 2.29
of
GENERAL CONDITIONS

GUARANTEE

2.29.01 The Contractor shall guarantee that all materials and equipment furnished will be new unless otherwise specified.

2.29.02 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance by the Board of Directors of Owner. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance by the Board of Directors of Owner that the completed work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guarantee period.

SECTION 2.31
of
GENERAL CONDITIONS

TAXES

2.31.01 The Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening including, but not limited to, all sales, consumer, use and other similar taxes assessed by Federal, State or local authorities where the Work is performed.

2.31.02 The terms of these Contract Documents may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to these Contract Documents, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 2.32
of
GENERAL CONDITIONS

CONFLICT

2.32.01 SECTION NOT USED.

2.32.02 SECTION NOT USED.

SECTION 2.33
of
GENERAL CONDITIONS

RESIDENT PROJECT REPRESENTATIVE

2.33.01 The Engineer will furnish a Resident Project Representative and Assistants to assist the Engineer in carrying out his responsibilities at the Project sites. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and Assistants are herein set forth.

2.33.02 The Resident Project Representative is the Engineer's agent and will act as directed by and under the supervision of the Engineer. He will confer with the Engineer regarding his actions. His dealings in matters pertaining to the on-site Work shall, in general, be only with the Engineer and the Contractor. His dealings with Subcontractors shall only be through or with the full knowledge of the Contractor or his superintendent. He will generally communicate with the Owner only through or as directed by the Engineer.

2.33.03 The duties and responsibilities of the Resident Project Representative will be as follows:

- a. Schedules - Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with the Engineer concerning their acceptability.
- b. Conferences - Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- c. Liaison -
 - (1) Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the Engineer in serving as Owner's liaison with the Contractor when Contractor's operations affect Owner's on-site operations.
 - (2) As requested by the Engineer, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the Work.
 - (3) Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from the Owner or others, except instructions transmitted through the Engineer or himself.

- d. SECTION NOT USED
- e. SECTION NOT USED
- f. Interpretation of Contract Documents - Transmit to the Contractor the Engineer's clarifications and interpretations of the Contract Documents.
- g. Modifications - Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.
- h. Records -
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - (2) Keep a diary or logbook, recording hours on the job site, weather conditions, data related to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
 - (3) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials.
- i. Reports -
 - (1) Furnish Engineer periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- j. Payment Requisitions - Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site.
- k. Guarantees, Certificates, Maintenance and Operation Manuals - During the course of the Work, verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Engineer for his review and forwarding to the Owner prior to final acceptance of the Project.

1. Completion -

- (1) Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- (2) Conduct final inspection in the company of the Engineer, Owner and Contractor and prepare a final list of items to be corrected.
- (3) Verify that all items on the final list have been corrected and make recommendations to the Engineer concerning acceptance.

2.33.04 Except upon written instructions of the Engineer, the Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- c. Expedite Work for the Contractor.
- d. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- f. Authorize the Owner to occupy the Project in whole or in part.
- g. Participate in specialized field or laboratory tests.

SECTION 2.34
of
GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

2.34.01 The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or Agreement for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, defend and indemnify the Owner, the Engineer, and all of its and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the Owner, the Contractor shall bear all costs arising therefrom.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. Wages to be paid for a day's work to all classes of laborers, workers, or mechanics on the work contemplated by the contract, shall be not less than the prevailing rate for a day's work in the same trade or occupation on the locality within the State where the work hereby contemplated is to be performed as determined by the State of California Director of Industrial Relations pursuant to his authority under Labor Code section 1720 et. seq. Each laborer, worker, or mechanic employed by a Contractor or by any Subcontractor shall receive the wages herein provided for. The Contractor shall pay up to two hundred (\$200.00) per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to the worker. NOTE: an error on the part of the awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code section 1720 – 1781 and 1813 – 1815.
- b. In accordance with Sections 1773.1 and 1773.8 of the Labor Code the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et. seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the Owner, forfeit up to twenty-five (25) Dollars for each workman employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours per day at not less than 1.5 times the base rate of pay (or 2 times base rate on Sunday/Holidays), in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is responsible for compliance with Labor Code Section 1777.5 and the California Code of Regulations 230 – 230.2 for all apprenticeable occupations, whether employed by the Contractor or by the Subcontractors. Included in these requirements is the Contractor's requirement to provide notification to the appropriate apprenticeship committees, pay training fund contributions, utilize apprentices in a minimum ratio of not less than once apprentice for each five journeyman hours (unless an exception is granted in accordance with Labor Code 1777.5) and/or request for the dispatch 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.

Willful violations of Section 1777.5 will result in a forfeiture of \$100.00 for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

- f. Attention is directed to the provisions of Labor Code 1725.5 requiring all contractors and subcontractors who bid or work on a public works project to be registered with the Department of Industrial Relations (DIR) via its online portal: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

2.34.02 In the event of any legal or equitable proceeding to enforce the terms or conditions of this Agreement, the parties agree that venue shall be in the judicial district in which the office of the Owner is located.

2.34.03 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

All clauses contained in the Contract Documents shall be interpreted in a manner, which renders them valid under applicable provisions of State, and Federal law where a consistent interpretation is possible.

2.34.04 In the event any arbitration proceeding, administrative proceeding or litigation in law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions or performance of this Agreement, the prevailing party shall be entitled to the award of a reasonable attorney's fee and the costs of the proceeding, which shall be determined by the Court or the presiding officer at the proceeding, authorized to make a determination of the issues at the hearing level, or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

If any party to this Agreement becomes a party to any litigation, administrative proceeding or arbitration concerning the enforcement or interpretation of the provisions of this Agreement or the performance of this Agreement by reason of any act or omission of another party or authorized representatives of another party to this Agreement and not by any act or omission of the party that becomes a party to that proceeding or any act or omission of its authorized representatives, the party that causes another party to become involved in the proceeding shall be liable to that party for reasonable attorney fees and costs of the proceeding incurred by that party in the proceeding. The award of reasonable attorney fees and costs shall be determined as provided above.

In the event opposing parties have each prevailed on one or more causes of action actually contested or admitted by pleadings or prehearing documents on file, the presiding officer may offset such fees and costs between prevailing parties after considering the necessity of the proceeding and the importance of the issue or issues upon which a party has prevailed.

2.34.05 It shall be the responsibility of the contractor to maintain an accurate payroll record showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code 1776, and to insure that each subcontractor on the project also complies with all provisions of Labor Code 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall submit to the Agency's designated Labor Compliance Officer a copy of Certified Payroll Records as enumerated by Labor Code 1776 for the Contractor's, as well as Subcontractor's, employees working on the project work. The Agency shall make no payment to the Contractor until the certified records are received by the Agency's designated Labor Compliance Administrator/Department/Division. Each contractor performing work under contract shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776. Contractor and Subcontractor shall keep accurate project records such as Daily Logs and Reports and may be asked to provide copies of such records per the State of California Public Records Act, Government Code section 6250 – 6276.48. Pursuant to SB854, all public works contractors and subcontractors shall also furnish electronic certified payroll records directly to the Labor Commissioner. For all projects awarded on or after April 1, 2015, the contractors and

subcontractors must furnish electronic certified payroll records to the Labor Commissioner using the online portal: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the contractor and/or subcontractor and the name, address and telephone number of all employees do not appear on the modified records.

Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten (10) days of the date a written request for payroll records has been received.

Failure of contractor to comply with any provision of this Section or Labor Code 1776 within ten (10) days of the date a written request for compliance is received shall result in a forfeiture of up to one hundred dollars (\$100.00) per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Owner shall withhold penalties under this Section or Labor Code 1776 from the contractor's progress payments then due.

2.34.06 By entering into this contract or any subcontract pursuant to this contract, the Contractor and each Subcontractor who performs work or supplies goods, services or materials hereby offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Federal or State Anti-Trust Law, including, but not limited to, any Anti-Trust action any of them may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to this contract or any related subcontract. This assignment is made and becomes effective at the time the awarding body tenders final payment to the Contractor shall insure that a comparable provision is included in all subcontracts at all tier levels which are executed pursuant to this prime contract. Contractor shall have the rights set forth in Section 4553 and 4554 of the Public Contract Code.

SECTION 2.35
of
GENERAL CONDITIONS

REMOVAL, RELOCATION OR PROTECTION
OF EXISTING UTILITIES

2.35.01 SECTION NOT USED

2.35.02 SECTION NOT USED

2.35.03 SECTION NOT USED

2.35.04 SECTION NOT USED

2.35.05 SECTION NOT USED

SECTION 2.36
of
GENERAL CONDITIONS

ANTI-TRUST CLAIMS

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

SECTION 2.37
of
GENERAL CONDITIONS

TERMINATION FOR CONVENIENCE
OF OWNER OR UPON BREACH OF CONTRACT

2.37.01 The performance of work under this contract may be terminated by Owner in accordance with this clause in whole or from time to time in part whenever Owner or Owner's Representative determines that such termination is in the best interest of Owner. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, the date upon which the termination becomes effective, and the reason for the termination.

2.37.02 After receipt of a Notice of Termination, except as otherwise directed by Owner or Owner's Representative, Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- b. Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for the completion of such portion of work under the contract as is not terminated,
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- d. Assign to Owner in the manner, at the times, and to the extent directed by Owner or Owner's Representative all of the right, title, and interest of Contractor under the orders and subcontracts terminated, in which case Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent Owner may require,
- f. Transfer title and deliver to Owner, in the manner, at the times, and to the extent, if any, directed by Owner (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination and (2) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to Owner,
- g. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by Owner or Owner's Representative any property of the types referred to in f. above, provided Contractor (1) shall not be required to extend credit to any purchasers, and (2) may acquire any such property under the conditions prescribed by and at the prices approved by Owner or Owner's Representative. The proceeds of any such

transfer or disposition shall be applied in reduction of any payments to be made by Owner to Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as Owner or Owner's Representative may direct,

- h. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination to the satisfaction of Owner,
- i. Take such action as Owner or Owner's Representative may direct for the protection and preservation of the property related to this contract which is in the possession of Contractor and which the Owner has or may acquire an interest.

After receipt of a Notice of Termination, Contractor shall submit to Owner his termination claim, in the form and with certification prescribed by Owner or Owner's Representative. This claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner or Owner's Representative upon Contractor's written request within such three (3) month period or any authorized extension of the three (3) month period. Owner may deny or grant the request for an extension of time as Owner may determine in its sole discretion. Owner's decision to grant or deny the extension shall be final and binding on all parties to this contract. Upon failure of Contractor to submit his termination claim within the time allowed, Owner or Owner's Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to Contractor the amount so determined.

2.37.03 Contractor and Owner may agree upon the whole or any part of the amount paid to Contractor by reason of the total or partial termination of work pursuant to this clause provided an agreement, in writing, has been reached within three months following the date the termination notice has become effective.

In the event Contractor and Owner are unable to agree on the termination price, Owner shall pay to Contractor the amount determined by Owner or Owner's Representative, in its sole discretion, to be fair and equitable under the circumstances excluding amounts Owner and Contractor have agreed to in accordance with the terms of this section.

In no event shall Contractor be entitled to receive any amount upon termination of this contract which exceeds the total contract price reduced by the amount of payments otherwise made and further reduced by the contract price of work not terminated, by the fair value, as determined by Owner or Owner's Representative, in its sole discretion, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner, by all unliquidated advances or other payments on account made to Contractor applicable to the terminated portion of the contract, by any claim which Owner may have against Contractor in connection with this contract, by the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of this clause and not otherwise recovered or credited to Owner, and by estimated or actual costs to correct Contractor's work which Owner or Owner's Representative, in its sole discretion, determines to be defective. The decision of Owner or Owner's

Representative to determine the proper termination amounts shall be final and binding on all parties to this contract.

2.37.04 Unless otherwise provided for in this contract, Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to Owner at all reasonable times at the office of Contractor, and without charge of any kind to Owner, all Contractor's books, records, documents, and other evidence bearing on the costs and expenses of Contractor under this contract. For this purpose, Contractor specifically consents to allow Owner to receive such copies of Contractor's tax returns as Owner may deem necessary to verify Contractor's costs.

2.37.05 In the event Owner terminates the contract in whole or in part due to the failure of Contractor, its agents, servants, employees or subcontractors to perform any work in the time or manner designated in the contract documents, Owner shall immediately serve written notice of the Termination upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within ten (10) days after the serving upon it of a notice of termination does not give the Owner written notice of his intention to take over and perform the contract or does not commence performance thereof within thirty (30) days from the date of serving said notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method he may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Owner for any excess costs or other damages occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the Owner elects to complete by furnishing his own employees, materials, tools and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for force account work in the article on payment for changes in the work.

2.37.06 In the event Owner terminates the contract as a result of a breach of any contract terms by Contractor, its agents, servants, employees or subcontractors, if the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Excessive costs not paid by Contractor or its Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of fifteen percent (15%) per annum or the maximum rate authorized by California law, whichever is lower.

SECTION 2.38
of
GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

2.38.01 Responsibility of Job Site Conditions

Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall defend, indemnify and hold the Owner and the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the Owner or the Engineer.

2.38.02 Mediation and Arbitration of Claims

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20103.5) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are attached to these General Conditions.

SECTION 2.39
of
GENERAL CONDITIONS

PUBLIC CONTRACT CODE SECTIONS
20103.5 – 20207.7

The following Public Contract Code Sections are included for information.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount of payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the local agency shall, within thirty (30) days, schedule a meet-and-confer conference for the purpose of resolving the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision

(a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article.

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as, otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgement. The interest shall begin to accrue on the date the suit is filed in a court of law.

As stated in subdivision (c) of Section 20104, any contract entered into on or after January 1, 1991, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

20207.7. Unless the amount involved in the purchase at any one time of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board may purchase the articles without the necessity of advertising or lettering contracts. Where the cost of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board shall advertise for sealed bids for furnishing the district the articles. In the matter of advertising, opening and accepting bids, and the letting of contracts, the board shall proceed in all respects in the manner and form provided in the case of contracts for annual supplies.

**AGREEMENT FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES
BY INDEPENDENT CONTRACTOR
PROJECT DIR # _____**

THIS AGREEMENT FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **October 1, 2026**, by and between the MISSION SPRINGS WATER DISTRICT, a County Water District (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **Weber Water Resources**, a California corporation whose address is **1785 Container Circle, Riverside, CA 92509** (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage CONTRACTOR to provide the following services: on-call well, booster, and related facility maintenance, repair, and emergency services on an as-needed basis; and

B. CONTRACTOR has made a proposal (“Proposal”) to the DISTRICT to provide such services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof; and

D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services; and

E. The parties acknowledge that some or all of the Services may constitute “public works” or “maintenance” under California Labor Code section 1720 et seq.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2027**, unless

extended by the parties with the approval of the General Manager or Board of Directors of the DISTRICT.

2. Services to be Performed. CONTRACTOR agrees to provide on-call maintenance, repair, and emergency services (“Services”) as requested by DISTRICT and contained within the Proposal. All Services shall be authorized through written task orders (“Task Orders”) issued by the DISTRICT. Each Task Order shall describe the scope of work, schedule, and compensation. CONTRACTOR shall not perform any Services without prior written authorization from DISTRICT. CONTRACTOR designates Tim Plath as CONTRACTOR’S representative(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

2.01. Task Orders. DISTRICT shall issue Task Orders on an as-needed basis. For each Task Order, CONTRACTOR shall submit a written cost proposal, which shall include, at a minimum, labor, materials, subcontractors, and a proposed schedule for completion. No Task Order shall be binding, and CONTRACTOR shall not commence any work thereunder, unless and until the Task Order has been approved in writing by the DISTRICT. DISTRICT makes no representation or guarantee that CONTRACTOR will receive any minimum amount of work under this Agreement.

2.02. In addition to the requirements set forth in this Agreement, all Services performed pursuant to any Task Order shall be subject to, and CONTRACTOR shall comply with, the General Conditions, Special Conditions, and bond requirements applicable to the Work. The General Conditions and Special Conditions are attached hereto as Exhibit “C” and incorporated herein by this reference.

Each Task Order issued under this Agreement shall expressly incorporate the terms of this Agreement and Exhibit “C”. Additionally, CONTRACTOR agrees that all work performed under any Task Order shall be governed by, and performed in accordance with, such provisions, whether or not expressly restated in the Task Order.

Without limiting the foregoing, CONTRACTOR shall comply with all requirements relating to performance bonds, payment bonds, maintenance bonds, and any other security required by the DISTRICT pursuant to Section 12 of this Agreement. In the event of any conflict between the terms of a Task Order and the General Conditions, Special Conditions, or bond requirements, the more stringent provision, as determined by DISTRICT, shall control.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT. CONTRACTOR shall require all subcontractors to comply with all applicable provisions of this Agreement, including prevailing wage, insurance, and indemnity obligations.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. This Agreement is a time-and-materials, on-call contract. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of \$200,000.00. Each Task Order issued pursuant to this Agreement may include its own not-to-exceed amount, which shall not be exceeded without prior written approval of the DISTRICT.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing. CONTRACTOR shall not exceed any not-to-exceed amount established in an approved Task Order without the prior written approval of the DISTRICT.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. Invoices shall reference the applicable Task Order. DISTRICT may withhold payment for: (i) defective work, (ii) non-compliance with prevailing wage laws, or (iii) incomplete or unauthorized work. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

4.05 DISTRICT may withhold retention from progress payments on a Task Order basis where appropriate. Retention shall not exceed five percent (5%) of the amount payable under the applicable Task Order, unless a higher percentage is permitted by

applicable law. Retention shall be released upon satisfactory completion and acceptance of the applicable Task Order, and if a Notice of Completion is recorded for such Task Order, in accordance with applicable law governing the release of retention. Retention, if any, shall be administered separately for each Task Order.

4.06 Stop Notices. CONTRACTOR acknowledges that DISTRICT may withhold funds otherwise due or to become due to CONTRACTOR in response to any stop notice, bonded stop notice, or other lawful claim made in accordance with California Civil Code. DISTRICT shall be entitled to withhold such amounts as required by law or as reasonably necessary to satisfy such claim. CONTRACTOR shall be solely responsible for resolving any such claim, and DISTRICT shall have no obligation to make payment to CONTRACTOR for amounts subject to such withholding until the claim is released, discharged, or otherwise resolved to the satisfaction of DISTRICT in accordance with applicable law.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. All Services shall be performed in accordance with applicable industry standards and in a good and workmanlike manner. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than for the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR shall perform the Services subject to the direction, control, and approval of DISTRICT as set forth in this Agreement and applicable Task Orders.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit

from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.06 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.07 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.08 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.09 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.10 In the performance of this Agreement the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. DISTRICT shall have the right to suspend all or any portion of the Services upon written or verbal notice if DISTRICT reasonably determines that unsafe conditions or non-compliance with applicable laws or regulations exists. CONTRACTOR shall promptly correct any such conditions at its sole cost and expense. Any delay or cost resulting from such suspension attributable to CONTRACTOR'S failure to comply with this Section shall be borne solely by CONTRACTOR.

5.11 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder,

CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards, and shall be free from defective or faulty workmanship and materials. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.12 Time is of the essence with respect to each Task Order issued under this Agreement.

5.13 CONTRACTOR shall be available on a 24-hour basis and shall respond to emergency service requests within two (2) hours unless otherwise approved by DISTRICT.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the

CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

c. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

e. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

f. Required Provisions –

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall

provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time

- **Waiver of Subrogation:** The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- Primary Coverage: For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRATOR's insurance and shall not contribute with it.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the

scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services as an independent contractor, subject to the direction and requirements of this Agreement and applicable Task Orders. CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications, experience, personnel, and resources necessary to perform the Services under this Agreement in a competent and workmanlike manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the standards set forth in this Agreement, including Section 5.01, and that all materials and workmanship shall be of good quality and fit for their intended purpose. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to

this Agreement.

10.04 Prevailing Wages.

A. To the extent applicable, each Task Order is subject to the State of California "Prevailing Wage Rates". Each applicable Task Order is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the Proposal. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

B. Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations (DIR) as a Public Works Contractor for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are properly registered with DIR and maintain active registration throughout the duration of the Project. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

C. As a condition of payment, CONTRACTOR shall timely submit all required certified payroll records and related documentation. DISTRICT may withhold any portion of a payment, including the full amount, if CONTRACTOR fails to comply with prevailing wage or DIR requirements.

D. CONTRACTOR shall comply with all applicable apprenticeship requirements set forth in California Labor Code sections 1777.5 and 1777.6, including the employment of properly registered apprentices and payment of required apprenticeship contributions. CONTRACTOR shall ensure that all subcontractors also comply with such requirements. CONTRACTOR shall maintain and submit all required apprenticeship documentation upon request. DISTRICT may withhold payments or take other appropriate action for failure to comply with this Section.

10.05 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.06 CONTRACTOR shall have no authority to bind DISTRICT in any manner,

or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Bond Requirements.

12.01 Purpose. This Section sets forth bonding and related security requirements applicable to the on-call and emergency well, booster, and monitoring well maintenance and repair services to be performed by CONTRACTOR on an as-needed, time-and-materials basis under this Agreement. For purposes of this section, "Surety" means an admitted surety insurer authorized to transact surety business in the State of California. Each bond shall be issued by a Surety admitted in California and acceptable to DISTRICT and shall be on DISTRICT'S then-current bond forms and shall not be subject to any condition, limitation, or modification not expressly approved in writing by DISTRICT. CONTRACTOR shall pay all premiums and costs for required bonds. Bonds are in addition to, and not in limitation of, any other security, insurance, indemnity, or remedy available

to DISTRICT under this Agreement or applicable law.

12.02 Condition Precedent to Work; Delivery of Bonds. As a condition precedent to CONTRACTOR'S commencement of any Services, CONTRACTOR shall deliver to DISTRICT, in form and substance acceptable to DISTRICT, the bonds described in this Section, duly executed by CONTRACTOR as principal and by a Surety. DISTRICT may withhold issuance of any Task Order until all required bonds are received and approved. In the event of emergency Services requiring immediate response to protect public health, safety, or continuity of water operations, DISTRICT may authorize CONTRACTOR to proceed prior to delivery of bonds; provided, however, that CONTRACTOR shall deliver all required bonds within five (5) business days of such authorization, or as otherwise directed by DISTRICT. Failure to timely provide such bonds shall constitute a material breach.

12.03 Performance Bond. CONTRACTOR shall furnish a performance bond guaranteeing faithful performance of all obligations under this Agreement, including completion of all Services authorized by Task Orders issued during the term, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount established under this Agreement (the "Performance Bond"). The Performance Bond shall also apply to and secure the performance of all authorized change orders, amendments, and modifications to any Task Order, including increases in scope, time, or compensation. In the event of emergency Services performed prior to issuance of a Task Order or formal amendment, the Performance Bond shall be deemed to apply to such Services once the associated Task Order or written authorization is issued, including any retroactive approvals. The Performance Bond shall remain in full force and effect through final completion and acceptance of all Services authorized under the applicable Task Order and satisfaction of all CONTRACTOR obligations that survive completion (including warranty and indemnity obligations to the extent applicable).

12.04 Payment Bond. CONTRACTOR shall furnish a payment bond guaranteeing payment in full for all labor, services, equipment, and materials furnished for the Services, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount (the "Payment Bond"). The Payment Bond shall extend to all labor, materials, and services furnished pursuant to authorized change orders, amendments, and modifications to any Task Order. The Payment Bond shall further apply to emergency Services authorized by DISTRICT, including work performed prior to formal Task Order issuance, provided such work is subsequently documented and approved in writing. The Payment Bond shall be conditioned as required by applicable California law for public works and shall inure to the benefit of claimants as defined by law.

12.05 Maintenance Bond. CONTRACTOR shall furnish a maintenance bond guaranteeing the correction of defective work and warranty obligations arising under this Agreement in a penal sum equal to one hundred percent (100%) of the total not-to-exceed contract amount established under this Agreement (the "Maintenance Bond"). The Maintenance Bond shall remain in effect for the duration of the warranty period set forth in the Maintenance Bond, or such longer period as may be required by applicable law or

manufacturer warranty requirements.

12.06 Maintenance of Bonds. CONTRACTOR shall maintain all required bonds continuously in effect. If any bond is canceled, expires, is materially modified, or becomes insufficient due to an increase in the Task Order's not-to-exceed amount, CONTRACTOR shall immediately notify DISTRICT and, within five (5) business days (or sooner if required to avoid any lapse), deliver replacement or supplemental bonds meeting this Section. Failure to provide or maintain required bonds constitutes a material breach. In addition to any other remedies, DISTRICT may (a) suspend Services, (b) withhold payments otherwise due, and/or (c) terminate this Agreement for default, without waiving any rights against CONTRACTOR or the Surety.

12.07 Notice of Completion. If DISTRICT elects to record a Notice of Completion for any Task Order, final payment, including any retained funds applicable to such Task Order, shall be made in accordance with Section 4.05 of this Agreement, and if a Notice of Completion is recorded, not earlier than thirty-five (35) days after such recordation, as required by applicable law. DISTRICT shall have discretion to determine whether a Notice of Completion is appropriate for a given Task Order, consistent with applicable law and DISTRICT's administrative practices. CONTRACTOR shall cooperate with DISTRICT and promptly provide such information and documentation as may be reasonably required for the preparation and recordation of any Notice of Completion.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County

of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

13.12 Confidentiality. All information gained or work product produced by CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

13.13 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement.

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:**CONTRACTOR:**

MISSION SPRINGS WATER DISTRICT

WEBER WATER RESOURCES

By: _____

By: _____

Print
Name _____Print
Name _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “A”

PROPOSAL

(insert behind this page)



May 29, 2026

Dear Prospective Client:

Ongoing maintenance, well and pump repairs are a critical requirement for each of our clients and an excellent opportunity to combine two of Weber Water Resources greatest strengths — 1) well rehabilitation and 2) pump repair and installation.

In addition to completing multiple projects for various municipalities, industrial and agriculture customers, Weber Water Resources has also completed numerous on-call contracts that entail the maintenance and service of water facilities.

Well Maintenance and Repairs: Weber Water Resources has experience completing water services projects throughout the Southwest United States. Our ability to self-perform a substantial portion of all projects ensures the project transitions seamlessly from design to completion, while staying on schedule, with a superior level of quality. We are known for our problem-solving abilities and work closely with every client to ensure each project is collaborative and cost-effective.

Weber Water Resources is highly experienced in handling a variety of types of services and sizes of projects.

Experienced Project Team: Each team member has the necessary experience to make each project a success for everyone. Our team's expertise on various projects, combined with our innovative design methods, will ensure outstanding responsiveness and quality work on every project.



Your contact for this RFP:

Jose Villanueva

Weber Water Resources

1785 Container Circle

Jurupa Valley, CA 92509

(909) 383-5837

jvillanueva@weberwaterresources.com

Find enclosed Weber Water Resources' response to Mission Springs Water District's (MSWD) Request for Proposal for On-Call Well Maintenance and Repair Services.

Weber Water Resources has the assets to perform this project fully, effectively, safely, and on time. Weber Water Resources CA, LLC can meet the requirements of the RFP and intends on entering MSWD's professional services agreement without any modifications or amendments.

This proposal is valid for 90 days from the date of receipt.

Thank you in advance for your consideration to our response to your Request for Proposal. We look forward in further discussions concerning this project.

Sincerely,

Weber Water Resources

JVillanueva

Jose Villanueva

Vice President of Operations

Weber Water Resources CA, LLC



Request for Proposal
Mission Springs Water District – On-Call Maintenance and Repair Services
May 29, 2026

Project Understanding

Mission Springs Water District (MSWD) is seeking qualified pump and water well contractors to perform activities associated with the maintenance and repair of MSWD's infrastructure, primarily water wells, well pumps and booster pump stations, necessary to provide consistent, quality, safe, reliable product and timely, effective service to their clients.

Weber Water Resources understands MSWD's need to have these resources available when needed, whether it is an emergency repair or routine maintenance. Having pre-selected, qualified contractors to perform this work, as well as defining procedures, processes and pricing, helps to streamline the processes and expedite the work, to meet MSWD's goals.

Additionally, the RFP defines expectations, standards and clarifications to assist with contractual obligations, payment, warranty terms as well as expected performance and results.

Weber Water Resources has decades of experience with similar contracts, serving many municipalities, water districts and industries throughout the southwest, including Arizona and California. We understand the need to effect timely, effective, quality repairs, minimizing down time and out-of-service water supply infrastructure while supplying MSWD with cost-effective results

Weber Water Resources has the equipment, facilities, personnel and support staff to effectively administer, manage and perform work under this RFP. We welcome the opportunity to further discuss the opportunities with Mission Springs Water District.

Best Regards,
Weber Water Resources

JVillanueva

Jose Villanueva
Vice President of Operations
Weber Water Resources CA, LLC

Weber Water Resources
1785 Container Circle
Jurupa Valley, CA 92509
(909) 383-5837
www.weberwaterresources.com



WEBER ADVANTAGE

Weber Water Resources has been providing the widest range of water resource solutions with the lowest risk to clients for over a century. Weber is able to partner with public and private clients to achieve the most desirable results possible.

WHY WEBER

When problems are present, solutions are what Weber Water Resources provides. Our unique approach to handling our clientele's needs is showcased through our project manager's availability to develop a personal relationship with each client to better understand the needs and scope of each project. A plan tailored to deliver maximum results is overseen by our project managers from inception to completion.

With a state-of-the-art database to track essential components of your water system infrastructure. Documented quality control processes and over 1400 hours annually of continual education among staff, Weber Water Resources truly provides solutions in the water resource industry at the lowest risk possible.

MARKETS

With over 100 years in the industry, Weber Water Resources has been providing a wide range of water resource solutions to respond to the unique needs of both public and private clients. Weber Water Resources provides services to a variety of market segments, recognizing that each market has unique needs to be addressed. Weber's specific processes are tailored to each of these segments, enabling the end user to reap maximum results.

- Municipal
- Industrial
- Agricultural
- Wastewater
- Mining



WHAT WE DO

Weber Water Resources has the capabilities to serve the municipal, industrial, agricultural, turf, golf, wastewater and mining markets with multiple service offerings from simple single phase pump diagnostics to the construction of Ion Exchange Arsenic Removal Systems, our superior problem-solving ability delivers results.

SERVICES

- | | |
|---------------------------------|--|
| *Well Pump Service | *Vertical Turbine (Line Shaft/Submersible) |
| *Preventative Maintenance | *Aquifer Testing |
| *Well Video Surveys | *Well Rehabilitation |
| *Brush and Bail | *Chemical Treatment |
| *Airlifting/Jetting | *Zonal Targeted Pumping |
| *Well Drilling | *Well Modifications |
| *Well Abandonment | *New Well Construction |
| *Booster Pump Service | *New Station Installation |
| *Station Retrofits and Upgrades | *Electrical Services |
| *Motor Rewinds | *Diagnostics |

LICENSES:

A General Engineering

Contractors' License:	970199	
Classifications:	C-57 C61/D21 A C10	
DIR #:	1000006548	
E-Mod Rating (2026)	.85	
Paid, Active or Pending Litigation for the past five (5) years:	NONE	



Key Personnel:

Marty Weber, Chief Executive Officer:

Professional individual offering extensive knowledge in the water resource industry with the ability to problem solve, coordinate, delegate and manage projects and resources effectively. Eighteen years of field and management experience in cable tool, hollow stem auger and rotary drilling, and pump installations. Eight years of field experience includes new well installation and design, pump repairs, well abandonments, acidization, cementing and various rehabilitation procedures. Ten years of management experience, initially directing all of operations, and now CEO. Certifications/Licenses: Contractors License's in Arizona, California, and Nevada, Well Drillers Licenses in California, Arizona and Utah.

Tim Plath, General Manager/Drilling Manager:

Tim has worked in the water resource Industry for the past 15 years. He specializes in maximizing the efficiency of wells. The vast experience Tim has with well rehabilitation, pump design and test pumping allows him to use that knowledge to provide the greatest cost/benefit solution to the customer. Tim has managed projects ranging from pump maintenance clients, complete well sites that included drilling a new well, equipping the well and site construction. Tim works with customers every step of the way to ensure their project goals are met.

Jose Villanueva, Vice President – Operations (CA):

Jose started his career at Weber Water Resources 16 years ago as a helper on a cable tool rig. Jose was motivated and determined to become a Cable Tool rig operator and with the Weber training provided, Jose became one of the organizations best Operators performing well drilling, well modification, chemical rehabilitations, brush/bailing, airlifting, and liner installations. In addition to the Cable Tool rig, Jose operates a pump rig and can perform aquifer testing.



His wide range of field experience and dedication to perform work efficiently and safely has allowed him to successfully manage personnel and projects. Well rehabilitation and repair projects have been a substantial part of Jose's work with Weber Water Resources.

Tony McBee, Senior Technical Advisor/Project Manager:

Tony's experience spans over 30 years in the water and wastewater industry. His experience with pumping plant equipment includes installation of new equipment, repair of existing equipment, applications and engineering, design-build and project management primarily in deep-well, booster and process equipment applications. Through his experience, he has worked with numerous engineering firms, pump manufacturers' engineers and technicians building long-standing relationships with several municipal and industrial clients.

Weber Water Resources employs nearly 100 team members in three locations in California and Arizona, including operators (pump rig, drill rig, cable tool rig), rig laborers, field laborers, crane operators, well test technicians, field service and troubleshooting as well as shop mechanics, machinists and welders,

In addition to our employees, Weber has the assets to support our work activities, including rotary drill rigs, cable tool rigs, pump rigs and hoists, mobile cranes, service trucks, welders, compressors, and tooling (well tools, brushes, bailers, swabs, perforators). Each of our locations has a fully equipped machine shop.

Our employees receive annual training and updates with an emphasis on the technical and safety components of their work and regulatory compliance. Weber has the resources to complete work on schedule in an effective, efficient, timely and safe manner.



Weber Water Resources has performed similar projects for several of our clients over the past year and have the resources and assets to complete projects effectively and on time. In addition to our Weber team members, other assets available to perform this work include:

➤ Pump Rig w/ Spudder	11 each
➤ Cable Tool Rig	8 each
➤ Rotary Drill Rig w/ Ancillary Equipment	4 each
➤ Mobile Cranes	8 each
➤ Service Trucks	6 each
➤ Video Van	1 each
➤ Chemical Safety Trailer	1 each
➤ Well Test/Rental Bowls	25+ each
➤ Self-Contained Variable Frequency Drives	2 each
➤ Portable Starting Equipment	15 each
➤ Fully Equipped Machine Shop	3 each

These projects, with reference contact, would include the following. Note all projects were completed within the anticipated schedule of the project:

- Elsinore Valley Municipal Water District
Terra Cotta Well and Pump Rehabilitation
Jesus Gastelum/951-710-4041
Contract Value: \$950,000/95% Self-Performed
Specific Capacity Increase: >18%
- Santa Clarita Valley Water Agency
Saugus Well 2 Well and Pump Rehabilitation
Ryan Bye/661-753-7113
Contract Value: \$1,400,000/95% Self-Performed
Specific Capacity Increase: 22%
- California American Water
Garza 3 Well and Pump Rehabilitation (35% increase to specific capacity)
LL5 Well and Pump Rehabilitation (15% increase to specific capacity)
Rancho Canada Well and Pump Rehabilitation (5% increase to specific capacity)
Scott Ottmar/831-646-3290
Contract Value: \$540,000 (Combined)/100% Self-Performed



- Corona DPW
Well 14 Rehabilitation
Jim Thurber/714-745-4999
Contract Value: \$884,400
- Elsinore Valley Municipal Water District
Terra Cotta Well Rehabilitation
GeoScience Engineers- Robert Sia/919-817-6303
Contract Value: \$875,000

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 entered into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). See <http://www.dir.ca.gov/PublicWorks/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 DIR to perform public work.

Contractor 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 DIR.

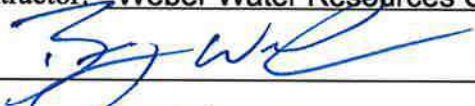
Name of Contractor: Weber Water Resources CA LLC

DIR Registration Number: 1000006548

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor 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.

Name of Contractor: Weber Water Resources CA LLC

Signature: 

Name and Title: BRYAN WEBER VP SALES

Date: 5/29/20

EXHIBIT G

SCHEDULE OF VALUES (COST PROPOSAL)

Please attach company rate sheets for items not listed below.

1. The Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where MSWD elects to use this method in determining costs.
2. The unit price quoted by the Contractor shall be those unit prices that will be charged or credited for labor be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
3. All work shall be performed in accordance with the specifications described in the RFP.

Table 1: Billing Schedule and Hourly Rates

Pulling & Installation		
Description	Rate	After-Hours/Emergency Hourly Rate*
Mobilization and demobilization	\$ 2,500.00 Lump Sum	\$ 3,000.00 Lump Sum
Two (2) men, rig and service truck	\$ 500.00 /hour	\$ 750.00 /hour
Two (2) man crew and smeal pump rig	\$ 500.00 /hour	\$ 750.00 /hour
Two (2) man crew and development rig	\$ 500.00 /hour	\$ 750.00 /hour
Three (3) man crew and "A" frame pump rig	\$ 600.00 /hour	\$ 900.00 /hour
Each additional employee	\$ 150.00 /hour	\$ 225.00 /hour
Crane		
Description	Rate	After-Hours/Emergency Hourly Rate*
50 ton with one (1) man	\$ 475.00 /hour	\$ 600.00 /hour
One (1) man crew, Service support rig for 50 ton crane	\$ 150.00 /hour	\$ 225.00 /hour
Rotary Crane		
Description	Rate	After-Hours/Emergency Hourly Rate*
One (1) man and hydraulic crane - 5 ton	\$ 200.00 /hour	\$ 300.00 /hour
One (1) man and hydraulic crane – 8 ton	\$ 200.00 /hour	\$ 300.00 /hour
One (1) man and hydraulic crane – 10 ton	\$ 200.00 /hour	\$ 300.00 /hour

One (1) man and hydraulic crane – 17 ton	\$ 200.00 /hour	\$ 300.00 /hour
Rotary crane – 17 ton and 2-man crew	\$ 350.00 /hour	\$ 525.00 /hour
Field Service		
Description	Rate	After-Hours/Emergency Hourly Rate*
One (1) man and delivery truck	\$ 150.00 /hour	\$ 225.00 /hour
One (1) man and service truck	\$ 150.00 /hour	\$ 225.00 /hour
Two (2) men and service truck	\$ 275.00 /hour	\$ 415.00 /hour
Two (2) men and welding truck	\$ 300.00 /hour	\$ 450.00 /hour
Two (2) man crew and combination rig	\$ 500.00 /hour	\$ 750.00 /hour
Flatbed Truck driver	\$ 150.00 /hour	\$ 225.00 /hour
Service truck and one (1) pump mechanic	\$ 200.00 /hour	\$ 300.00 /hour
Service truck and one (1) electrician	\$ 200.00 /hour	\$ 300.00 /hour
Service truck and one (1) general services	\$ 200.00 /hour	\$ 300.00 /hour
Service truck and one (1) pump mechanic and one (1) assistant	\$ 300.00 /hour	\$ 450.00 /hour
Shop Labor		
Description	Rate	After-Hours/Emergency Hourly Rate*
Shop labor-pump mechanic	\$ 150.00 /hour	\$ 225.00 /hour
Shop labor-machinist	\$ 150.00 /hour	\$ 225.00 /hour
Shop labor-welder	\$ 150.00 /hour	\$ 225.00 /hour
Metal spray labor "Sand blast and epoxy"	\$ 150.00 /hour	\$ 225.00 /hour
Miscellaneous		
Description	Rate	After-Hours/Emergency Hourly Rate*
Dynamic video with Engineering or Hydrogeology support	\$ 4,500.00 Lump Sum	\$ 5,500.00 Lump Sum
Dynamic video with mini camera	\$ 2,500.00 Lump Sum	\$ 2,500.00 Lump Sum

Video log-color with downhole and side scan	\$ 2,000.00 Lump Sum	\$ 2,000.00 Lump Sum
Engineering and Hydrogeology support	\$ 300.00 /hour	\$ 450.00 /hour
NPDES Compliance(Baker tanks, neutralizer equipment, lab fees, fabrication)	\$ 16,500.00 Lump Sum	\$ 16,500.00 Lump Sum
50 Ton hydraulic jacks or greater	\$ 2,500.00 Lump Sum	\$ 2,500.00 Lump Sum
Air compressor (air lifting)	\$ 2,000.00 Lump Sum	\$ 2,000.00 Lump Sum
Wire/Nylon brushes and bails	\$ 1,000.00 Lump Sum	\$ 1,000.00 Lump Sum
Hourly Minimum (if applicable) N/A		
1. After Hours Rate and Emergency Hourly Rate shall be anytime outside of normal business hours of Monday through Friday, 7:00 AM to 3:30 PM 2. Maximum 5% overhead cap for all materials purchased. Project Administrator reserves the right to request that all original receipts of materials be turned in with invoices before the Contractor is paid.		

SCHEDULE OF VALUES (COST PROPOSAL)

In addition to the rate sheet above, please complete the scenarios below for comparison of bids.

Table 2: Sample Proposal for Service Scenarios

ITEM	ITEM DESCRIPTION	QUANT.	UOM	UNIT PRICE	TOTAL
2 Man crew w/ development rig with equipped spudder	Brush and bail 1000' of 16" well casing w/ louvered perforations @ 500' through 950'	24	Hours	\$500.00	\$12,000.00
2 Man crew of a shop machinist and a pump mechanic	Rebuild 4 stage pump bowl assembly (Flowserve water lubed 14 EMM 1 15/16" Shaft with 10" stick up)	24	Hours	\$300.00	\$7,200.00
3 Man crew w/ service truck and Smeal rig	Install 300' deep verticle turbine water lube domestic water pump. (12" column pipe w/ 1 15/16" SS Shaft.)	16	Hours	\$600.00	\$9,600.00



Conflict of Interest - Statement *

There is no known or perceived conflict of interest that exists with this bid submission.



MSWD On-Call Maintenance and Repair Services

Weber Water Resources

6

Questionnaire/Contractor's Qualifications Statement
(4 pages)

CONTRACTOR NAME: Weber Water Resources CA LLC

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? 27 years

1.2 How many years has your organization been in business under its present name? 12 years

1.2.1 Under what other names has your organization operated? Weber Water Resources CA

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: _____

1.3.2 State of incorporation: _____

1.3.3 Corporate ID number: _____

1.3.4 President's name: _____

1.3.5 Agent for Service of Process: _____

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: Aug 12, 2012

1.4.2 Type of partnership (if applicable): LLC

1.4.3 Name(s) of general partner(s): Skelly Trust & Rainbow

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

Contractors License in CA: 970199 Classification C57/C61/D21/A/C10

2.2 List any other certifications held by your organization, and the name under which they are held.

Department of Industrial Relations: 1000006548

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

Pump Maintenance, booster pumps, pumping equipment, well drilling, and well maintenance/repairs

3.2 Has your organization, under its current name or any previous names, ever failed to complete any work/contract awarded to it? (If Yes, please explain)

NO

4. CLAIMS AND LAWSUITS

4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or any its officers? (If Yes, please describe)

NO

4.2 Has your organization filed any lawsuits or requested arbitration with regard to any of its contracts within the last five (5) years? (If Yes, please explain)

NO

4.3 During the past five years, have any claims been made against any performance or payment bond maintained in connection with a freight transportation services contract? (If Yes, please describe)

No

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Item 16.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Weber Water Resources CA, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 7551 S. Atwood	Requester's name and address (optional) MISSION SPRINGS WATER DISTRICT 66575 SECOND STREET DESERT HOT SPRINGS, CA 92240
	6 City, state, and ZIP code Mesa, AZ 85212-6505	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
4	5	-	4	2	3	0	7	4	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Allison Weber*

Date **01/21/2026**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Name: Weber Water Resources

Project: Terra Cotta Well and Pump Rehabilitation	
Company Name: Elsinore Valley Municipal Water District	Contact Person: Jesus Gastelum
Address:	Telephone Number: 951-710-4041
City, State, Zip:	E-mail Address:
Services Provided/ Date(s) of Service: Contract Value: \$950,000/95% Self-Performed Specific Capacity Increase: >18%	

Project Name: Saugus 2 Well and Pump Rehabilitation	
Company Name: Santa Clarita Valley Water Agency	Contact Person: Ryan Bye
Address:	Telephone Number: 661-753-7113
City, State, Zip:	E-mail Address:
Services Provided/ Date(s) of Service: Contract Value: \$1,400,000/95% Self-Performed Specific Capacity Increase: 22%	

Project Name: Garza 3/LL5/Rancho Canada - Well and Pump Rehabilitation	
Company Name: California American Water	Contact Person: Scott Ottmar
Address: 511 Forest Lodge Rd, Ste 100	Telephone Number: 831-646-3290
City, State, Zip: Pacific Grove, CA 93950	E-mail Address:
Services Provided/ Date(s) of Service: Garza 3 Well and Pump Rehabilitation (35% increase to specific capacity) LL5 Well and Pump Rehabilitation (15% increase to specific capacity)	

Project Name: Well 14 Rehabilitation	
Company Name: Corona DPW	Contact Person: Jim Thurber
Address: 1150 W 10th St	Telephone Number: 174-745-4999
City, State, Zip: Corona, CA	E-mail Address:
Services Provided/ Date(s) of Service: \$884,400.00 Value - Performed a liner installation and well rehabilitation which including test pumping and well pumping dynamics.	

Project Name: Terra Cotta Well Rehabilitation	
Company Name: Elsinore Valley Municipal Water District	Contact Person: Robert Sia
Address: 3400 Terra Cotta	Telephone Number: 919-817-6303
City, State, Zip: Lake Elsinore, CA	E-mail Address:
Services Provided/ Date(s) of Service: \$875,000.00 Value - Pumping equipment removal, video, brush and bail, 3 round chemical treatment, test pump, equipped the well, and dyisnified.	

Scope of Work

The Contractor shall provide all labor, equipment, materials, and supervision to perform maintenance and repair services associated with MSWD's production and monitoring wells, and booster stations.

The purpose of these specifications is to identify a qualified and experienced contractor to provide well, pump, and motor maintenance and repair services. Required services include the inspection, removal, replacement, repair, and installation of appurtenances necessary to support the maintenance and repair of MSWD's production and monitoring wells, and booster stations.

MSWD's intends to award a contract to multiple Contractors for these services on an "as needed" time and materials basis. The Contractor may also be requested to perform routine, preventative, and annual maintenance on production and monitoring wells, and booster stations at various locations listed in Exhibit "H".

MSWD has made a good-faith effort to identify the anticipated limits and services required under this Contract; however, these descriptions are not intended to unduly restrict the Contractor in developing a scope of work it deems necessary to achieve MSWD's goals and objectives.

The Contractor shall furnish all labor, materials, equipment, tools, and supervision necessary to perform maintenance and repair services as requested by MSWD. All work shall be performed in a thorough, safe, and professional manner, consistent with industry standards and applicable regulations.

MSWD's wells generally consist of casings ranging from approximately 12 to 20 inches in diameter, with depths between 260 and 1,100 feet. Typical static water levels range from 150 to 800 feet, with pump settings between 150 and 850 feet. Pumping capacities range from approximately 125 gallons per minute (GPM) to 2,500 GPM. Installed pumps include vertical turbine and submersible pumps ranging from 20 horsepower (HP) to 600 HP and are a combination of food grade oil-lubricated and water-lubricated systems.

The Contractor must possess the capability to extract, inspect, repair, and reinstall these pumps as needed, using components that are the same as or equal in quality and performance to the original equipment. Prior to the installation or use of any equipment or materials, the Contractor shall submit all applicable specifications, data sheets, and submittals for MSWD's review and approval. No materials shall be ordered, installed, or used until written approval is received from MSWD.

When MSWD identifies a pump-related issue, MSWD will notify the Contractor. If on-site repairs are not feasible, the Contractor and MSWD will jointly determine whether the pump should be removed and sent off-site for inspection. Following inspection, the Contractor shall submit a written proposal to MSWD detailing the recommended repairs, including all parts, labor, and any third-party services required. All replacement parts, materials, and subcontracted or third-party services must be clearly identified for MSWD's review and approval. No repair work shall commence until MSWD issues a written task order. Repairs performed without an issued task order will not be authorized for payment.

The Contractor shall have the capability to perform diagnostic and performance testing, including but not limited to vibration analysis, efficiency testing, Dynamic Video Monitoring (DVM), and spinner logging. The Contractor shall analyze the resulting data and provide MSWD with written recommendations regarding well condition, maintenance needs, and potential repairs. Findings and recommendations shall be documented in a formal written report. Recommendations made by the Contractor do not obligate MSWD to proceed with the recommended work, nor do they guarantee that the Contractor will be selected to perform any resulting services.

If MSWD elects to engage the Contractor for scheduled preventive maintenance of water wells, pumps, and motors, the Contractor shall submit a proposed maintenance schedule for MSWD's review and approval. The schedule shall identify the maintenance activities to be performed, the timing for each well, pump, and motor, and the estimated duration of the work. The specific scope of preventive maintenance services will be discussed with MSWD and communicated to the Contractor in writing prior to commencement. The Contractor shall provide a cost estimate for the agreed-upon services and obtain written approval from MSWD before performing any preventive maintenance work.

Special Equipment, Well Brushes, Bails

Wire brushing shall be carried out in such a manner as to clean the existing casing perforations and to remove scale and tubercles attached to the inside wall of the casing. The Contractor shall furnish the appropriate wire brush. If the screen is wire wrapped, then Contractor shall use an approved stiff nylon brush.

The brush barrel shall be not less than 6 inches smaller in diameter than the well casing. The brushing elements inserted into the barrel shall consist of 7/8-inch diameter minimum stiff steel cable adequately spaced to clean the entire well. A minimum of 1500 pounds shall be required to drive the brush down the well.

After sufficient wire brushing, the well will be allowed to sit for a 24-to-48-hour time period and debris in the water column will be allowed to settle to the bottom of the well during this period. Sediment fill shall be removed from the bottom of the well to the maximum extent possible using a bailer or scow or equivalent retrieval device. The total depth of the well shall be measured shortly following bailing. This operation will be performed only if the casing appears to be in relatively good condition. Should it appear that there is any damaged casing or any sections of casing appear to be in a state of detachment from the well, the bailing should not be performed.

The Contractor shall provide bailers to accommodate well casing size. All bails shall be of proper width and length with a one-way valve at the bottom. This is to create a suction and surging action when moved vertically within the well which will further help with the maintenance and rehabilitation of well.

If bailing is performed, then all bailed material (water and sediment) shall be placed in steel drums or appropriate containers. The sediment, after separation from the water, shall be placed in the containers, properly labeled, and eventually removed from the well site for disposal by the Contractor. The Contractor will be responsible for manifesting the bailed material for disposal at an appropriate and approved landfill. If needed, MSWD shall be onsite to collect a sample of the bailed material for possible laboratory analysis.

Deep Well Video Survey

Contractor shall be able to conduct a color video camera survey to the full depth of well after removal of the pump and after brushing and bailing MSWD wells and recording pre- and post-brushing conditions. The survey shall be conducted in the presence of a MSWD Representative.

The Contractor video camera shall have vertical down-hole and horizontal side scan viewing capability. Horizontal side-scan viewing shall be controllable to allow viewing at any angle within a 360-degree rotation.

The Contractor shall inject potable water into the well for a sufficient period of time to perform the video survey and provide greater clarity during the video survey. It will be the Contractor's responsibility to provide a clear picture acceptable to MSWD and its representative.

The Contractor shall provide MSWD with an electronic copy of the original survey immediately after the completion. In addition, Contractor shall provide a full written report including color photos of any areas of concern.

Technical Requirements:

Pump Pulling and Inspection

Contractor shall disconnect all electrical wiring and appurtenances necessary for the pulling of a deep well pump. Contractor shall sound the total well depth from surface prior to removing any downhole equipment. Contractor shall remove the motor, discharge head, oil tubing or submersible cable, shafting, column, bowl assembly, strainer, and airline. All component parts shall be closely inspected for excessive wear, cracks, holes, corrosion, or any type of damage, which would necessitate any repairs or replacement parts.

For booster pumps, the Contractor shall disconnect all electrical wiring and appurtenances necessary for removal of the booster. The unit shall be removed and all component parts shall be inspected for excessive wear, cracks, corrosion, or any type of damage, which would necessitate any repairs, or replacement parts.

The Contractor shall load, transport and unload pumping unit and all the miscellaneous pulled equipment from jobsite to Contractor's yard and back again to the job site upon repair.

Pump Re-installation

After completion of any necessary well repairs or rehabilitation work, the Contractor shall reinstall the bowl assembly, column, shafting, oil tubing or submersible cable, airline, discharge head, and motor, making all joints and connections in a workmanlike manner. Contractor shall furnish all incidental materials to bring the project to satisfactory completion. Prior to installation, Contractor shall adequately chlorinate the pump assembly. Once installed and set up a follow up well sounding will be completed.

Contractor shall test the rotation and operation of the completed installation to the satisfaction of the District. MSWD will chlorinate the well when Contractor is ready. The Contractor shall coordinate with the District to ensure that all discharges meet the District's NPDES permit and shall bear the cost for all discharges not in compliance with and/or exceeding the discharge limitations of the District's NPDES permit.

For booster pump work, Contractor shall move back onto the booster station site and shall reinstall the pump and motor, electrical connections, making all joints and connections in a workmanlike manner. Contractor shall restart the motor to make sure it is operating properly.

Well Video Survey

After removal of the pump and upon District's direction, Contractor shall perform well video inspection using color video equipment with side scan. The Contractor shall furnish all labor, materials and equipment required to provide a color video survey of the well after preparation of the water to produce clear viewing conditions. If necessary, the Contractor will introduce a polymer type flocculant into the well, followed by water. Contractor will allow water to flow into the well for a 24 to 48-hour time period in advance of the video survey to produce clear viewing conditions.

Should a clear video picture of the internal casing conditions not be achieved, additional clear water preparations should be instituted and additional video surveys conducted until a clear video picture record is obtained. This work shall be accomplished at the Contractor's expense.

As the camera probe surveys the full casing interval in the well, a digital depth record shall be recorded on the video survey log for reference. The video camera shall be capable of providing both vertical and horizontal (side) viewing of the entire casing as it descends into the well.

When a successful video survey log has been acquired, one copy in CD/DVD format shall be provided to the District. Contractor shall submit a written report to accompany the video survey log, documenting survey date, static water level, perforation depth intervals and conditions, and total well depth.

Well Rehabilitation Report

Contractor shall submit a written report to the District stating the total well depth, current water level, general condition of component parts, recommendations for repairs and for replacements, and the advisability of well rehabilitation. This report shall contain an itemized labor and material cost estimate of any necessary repairs to, or replacement of, any of the component parts, and a proposed schedule for the completion of the work.

Booster Pump Repair/Rehabilitation Proposal

Contractor shall submit a written proposal to the District stating the general condition of component parts, recommendations for repairs and for replacements, and the advisability of pump rehabilitation. This proposal shall contain an itemized labor and material cost estimate of any necessary repairs to, or replacement of, any of the component parts, and a proposed schedule for the completion of the work.

Repairs

The Contractor shall accomplish any repairs or replacements authorized by the District in accordance with one of the following:

1. Utilization of Contractor's own labor and equipment in accordance with Bidder's Proposal.
2. The securing of materials and/or outside services. Materials and outside services shall be paid for at actual invoice plus percentage mark-up in Bidder's Proposal.

3. Any suitable combination of the above.

The District reserves the right to have any necessary repairs and/or replacement parts furnished by others. At the discretion of the District, the Contractor's crew may be required to leave the job site until the necessary repairs are accomplished and/or replacement parts are procured.

Wire Brushing and Bailing

Wire brushing shall be carried out in such a manner as to clean the existing casing perforations and to remove scale and tubercles attached to the inside wall of the casing. The Contractor shall furnish the appropriate wire brush. If the screen is wire wrapped, then Contractor shall use an approved stiff nylon brush.

The brush barrel shall be not less than 6 inches smaller in diameter than the well casing. The brushing elements inserted into the barrel shall consist of 7/8-inch diameter minimum stiff steel cable adequately spaced to clean the entire well. A minimum of 1500 pounds shall be required to drive the brush down the well.

After sufficient wire brushing, the well will be allowed to sit for a 24-to-48-hour time period and debris in the water column will be allowed to settle to the bottom of the well during this period. Sediment fill shall be removed from the bottom of the well to the maximum extent possible using a bailer or scow or equivalent retrieval device. The total depth of the well shall be measured shortly following bailing. This operation will be performed only if the casing appears to be in relatively good condition. Should it appear that there is any damaged casing or any sections of casing appear to be in a state of detachment from the well, the bailing should not be performed.

If bailing is performed, then all bailed material (water and sediment) shall be placed in steel drums or appropriate containers. The sediment, after separation from the water, shall be placed in the containers, properly labeled, and eventually removed from the well site for disposal by the Contractor. The Contractor will be responsible for manifesting the bailed material for disposal at an appropriate and approved landfill. The District shall be onsite to collect a sample of the bailed material for possible laboratory analysis.

Temporary Test Pump Mobilization/Demobilization

If requested by the District, the Contractor shall furnish, install, and remove a deep-well turbine pump, prime mover, column assembly, and all appurtenances necessary for developing and/or test pumping the well. The pump and prime mover shall have a capacity to pump 3,000 gallons per minute from a 400-foot pump setting. The prime mover shall be a variable speed type. Contractor shall furnish all fuel or power required to operate the pumping unit.

A temporary 2 to 3-inch I.D. access tube should be installed during pump installation and will provide access for water level sounders into the well casing during pumping, to measure water levels.

The prime mover shall be a variable-speed type with a gear ratio of 1 to 2, in order to overdrive the pump to attain the desired pump rate. The prime mover shall meet all noise regulation requirements during development and subsequent testing operations. Discharge piping shall be provided for the pumping unit and be of sufficient size and length to conduct water according to the Special Provisions in these Specifications. The Contractor shall provide orifices, meters, or other approved devices that will accurately measure the flow rates, in total amount of water

pumped (in gallons) and the instantaneous discharge (in gpm). The discharge line shall be provided with suitable equipment for sand testing, such as the Rossum Centrifugal Sand Sampler.

The engine should be equipped with suitable throttling devices to control the discharges. The test pump should not be equipped with a foot valve, which would prevent backspin and interfere with surging operations. The required pumping unit shall be capable of being operated without interruption for a period of 72 hours during subsequent aquifer testing operations

After removing the test pump from the well, the Contractor shall remove any oil from the water surface within the well (e.g., test pump lubricating oil). An acceptable method of removal is to lower, via a cable, an oil absorbent "sock" or similar material designed to absorb spilled oil. Proper disposal of such absorbent "socks", if used, must be provided for by the Contractor. Following removal of the test pump (after all development and testing has been performed) the Contractor shall, at the specific request of the District, conduct a video survey to document the final condition of the well-casing.

Well Pumping Redevelopment

Following mechanical redevelopment, the District may elect to have Contractor proceed with pumping redevelopment which shall consist of intermittent pumping and surging of the well, beginning at an initial rate of 500 gpm and continuing at successively higher rates. Surging shall allow water to flow back through the bowls with free backspin and through the screen openings. The procedure shall be repeated at increments up to a final rate as recommended by the District.

Temporary storage tanks will be used to contain the discharge. Prior to disposal a sample for analysis of NPDES constituents will be collected and submitted to a laboratory to check for compliance with the District's NPDES permit.

Development records shall be maintained on at least a half-hour basis showing production rate, pumping level, drawdown, sand production, and all other pertinent information concerning well development. Development at each rate shall continue until the following conditions have been met:

1. The specific capacity (gallons per minute per foot of drawdown) shall have reached a relatively constant value over a period of at least 4 continuous hours, or as recommended by the District.
2. Sand content (if present) is no greater than 3 ppm as measured 15 minutes after surging, or as recommended by the District while pumping at the specified rate.

Contractor shall make adequate provisions for the disposal of water pumped from the well during redevelopment and/or test pumping. Such provisions shall include, but not be limited to, furnishing and installing discharge piping from the pumping unit of sufficient size and length to conduct water to a point as designated by the District. Contractor shall also furnish acceptable orifices, meters or other approved devices, which will accurately measure the pumping rate. An airline, complete with properly calibrated gage shall be provided by the Contractor to measure the elevation of water in the well. Contractor may be required to collect pumped groundwater into sedimentation tanks prior to discharge to a storm drain in order to comply with the waste discharge requirements of the regulating agency.

Production Testing of Well

Production testing of a rehabilitated well to determine the optimum rate of pumping and shall include a step drawdown test and a constant-rate discharge test. There shall be a period of at least 24 hours of non-pumping conditions following pumping development work prior to the start of the step drawdown test. The Contractor shall provide qualified personnel on a 24-hour basis during the step-drawdown and constant-rate discharge test to assure proper operation of the pumping test equipment, and to assist in water level monitoring if requested by the District.

Discharge Water - Discharge water shall be conveyed from the pump to the point of discharge at the well site. It is imperative to ensure that no damage by flooding or erosion is caused to the chosen drainage structure or water disposal site, or to nearby lands and/or streets. The Contractor shall provide all piping and discharge lines. The point of discharge location will be provided by the District and the Contractor will be responsible for all devices and piping to convey the water to that discharge point. No fluids will be permitted to flow offsite (except for proper drainage facilities) or to properties not owned by the District. All discharges will meet the District's NPDES permit and the Contractor will be responsible for this discharge.

Records - The Contractor shall keep accurate records of the pumping test of the well and furnish copies of all records to the District upon completion of the test. The records shall also be available to the District for inspection at any time during the test. The records shall include physical data describing the construction features such as, but not limited to: well depth and diameter, complete screen description, length and setting, a description of the measuring point and its measured height above land surface and/or mean sea level, and the methods used in measuring water levels and pumping rates. The Contractor shall also keep records on the type of pumping equipment used at the well site including engines, drive components, bowls, lines, and shafts. The Contractor will keep records of operation of equipment during the test including engine rpm and horsepower, fuel use, and other essential information that will be useful in designing a pump system.

Aborted Tests - Whenever continuous pumping at a uniform rate has been specified, failure of pumping operations for a period greater than one percent of the elapsed pumping time shall require suspension of the test until the water level in the pumped well has recovered to its original level. Recovery shall be considered "complete" after the well has been allowed to rest for a period at least equal to the elapsed pumping time of the aborted test, except that if any three successive water level measurements spaced at least 20 minutes apart show no further rise in the water level in the pumped well, the test may be resumed immediately. The District shall be the sole judge as to whether this latter condition exists. The Contractor will not be paid for any re-testing done if the specified time or recovery requirements of the City for the aborted test are not first met. These tests are invalid and will not be construed as a test.

Step-Drawdown Test - Prior to starting the step-drawdown test in the well, the static water level shall be measured. The well shall be "step" tested at rates determined by the District. The step-drawdown test for the well is estimated to require approximately 12 pumping hours with each step being 3 to 4 hours in duration.

The Contractor shall operate the pump and change the discharge as directed by the District. Both a gate valve and an engine throttle shall control the discharge of the pump. The discharge shall be controlled and maintained at approximately the desired discharge for each step with an accuracy of plus or minus 5 percent. Pump discharge shall be measured with an instantaneous

flow meter dial and a totalizer meter and stopwatch, as approved by the District. Both an airline and electric sounder shall be furnished by the Contractor for water level measurements.

During the step-drawdown test, the Contractor shall record sand content measurements at 30-minute intervals.

Constant-Rate Discharge Test - After a 24-hour recovery period from the end of the step-drawdown test, a constant-rate discharge test shall be performed as directed by the District. This test shall be run for a period of 24 hours, or until the pumping level remains constant for at least 4 hours, or until the District terminates the test. A recovery period of 24 hours shall follow the termination of the constant-rate discharge test, at which time the District will collect residual drawdown (recovery) data.

During the constant-rate discharge test, the Contractor shall also conduct the final sand content testing. The sand content shall be determined by averaging the results of samples collected at the following times during the final pumping test:

1. 5 minutes after start of the test;
2. after 1/4 of the total planned test time has elapsed;
3. after 1/2 of the time has elapsed;
4. after 3/4 of the time has elapsed; and
5. near the end of the pumping test.

Well Abandonment

Contractor shall investigate well condition, details of construction, and whether there are obstructions that will interfere with the process of filling and sealing before a well is abandoned. Video survey should be included for visual inspection of the well, as well as preparation and submittal of required permits for wells located in Riverside County.

Stuck Deep Well Vertical Turbine Pumps

If a deep well vertical turbine pump should become stuck and the extraction is halted, the Contractor shall make sufficient attempts with no less than a 50 ton "A" frame rig, to free the pump. If this is unsuccessful the Contractor shall develop alternative solutions for consideration. MSWD shall approve alternatives as deemed necessary and Contractor shall use reasonable skill in the presence of a MSWD representative, utilizing methods such as the use of air compressors for air lifting and/or hydraulic jacks before abandoning efforts to extract pump.

Level of Maintenance

All work shall be performed in a manner commensurate with community professional standards and with an ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. Standards and frequencies may be modified from time to time as deemed necessary by MSWD for the proper maintenance and repair of the wells, pumps, and motors.

If, in the judgment of MSWD, the level of maintenance is less than that specified herein, MSWD shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the

Contractor and MSWD. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at MSWD's sole discretion, result in deduction of payment for that day, week, or month. Payment will be retained for work not performed until such time as the work is performed to MSWD standard.

The Contractor is required to correct deficiencies within the time specified by MSWD. If noted deficient work has not been completed, payment for subject deficiency shall be withheld and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

All work and general conditions shall be performed in accordance with the current Standard Specifications for Cal-OSHA, Public Works Construction (Green Book), the State Water Resources Control Board Health Guidelines, and the American Water Works Association (AWWA) Standards.

Workmanship and Supervision

Unless otherwise stated, Contractor shall be responsible to provide all labor and materials to allow for successful Project completion.

MSWD may choose to reimburse the Contractor for materials that need to be procured. These instances shall be analyzed on a case -by -case basis and reimbursement for materials will need to be agreed upon in the Contractor's letter proposal prior to the commencement of work.

Receipts shall be required for reimbursements for materials purchased for projects. MSWD reserves the right to specify what type of material and/or equipment will be purchased per project. All equipment and material purchases shall be preapproved by MSWD. The Contractor shall charge the actual cost of materials to MSWD plus a maximum of 15% for overhead costs associated with procurement of materials.

MSWD reserves the right to purchase materials directly and make them available to the Contractor. In the event MSWD exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all MSWD practices and procedures.
- All MSWD purchases will be for the sole expressed use of and for MSWD.
- The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives.
- All materials and inventories shall be made available to MSWD upon request. The Contractor will reduce the unit cost for each maintenance task by MSWD's actual cost for the materials provided and used.

Contractor represents and warrants to MSWD that he/she has and will keep in effect at all times during the term of a contract with MSWD, all licenses, permits, professional qualifications, and approvals of whatever nature that are legally required to practice his/her trade.

Maintain all work sites free of hazards to people and/or property resulting from the Contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's operations, shall be immediately reported to MSWD.

The Contractor shall be responsible for removing and cleaning any and all debris that occur as a result of its operations as a result of services requested in this scope of work.

All work performed under this contract shall be performed in such a manner as to provide maximum safety for the public and where applicable, comply with all safety standards required by CAL-OSHA. MSWD reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

The supervisor or person in charge and on site of any MSWD project shall have a smart phone capable of email.

At all times, the Contractor will ensure at least one English speaking person is on site of any MSWD assigned project.

Working Hours

Normal working hours shall be between the hours of 7:00 AM and 3:30 PM, Monday through Friday, unless otherwise stated by MSWD for emergency or standby services. The Contractor is subject to being contacted 24 hours a day, 7 days a week, 365 days a year to perform emergency repairs. These representatives for the Contractor shall respond to said emergency within two (2) hours from receiving notification. The Contractor shall notify MSWD immediately of any changes to the Contractor's representation.

Contractor's Office

The Contractor shall designate a project supervisor or person in charge at all times and provide MSWD with written notice of such designation. The designated individual shall be available throughout the duration of the work.

The Contractor shall also provide the names and telephone numbers of at least two (2) qualified personnel available during emergency conditions and capable of mobilizing to the job site within two (2) hours of notification.

Unless otherwise stated by MSWD, there will be no on-site storage of equipment or materials on MSWD property or at District sites. Contractors will have full responsibility for maintaining an office and a storage facility. All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, orderly manner and shall be in good working order. MSWD may reject any vehicle or piece of equipment and order it removed if deemed unsafe.

Equipment

All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, and orderly manner and shall be in good working order. Drip mats or oil containment need to be placed under leaking equipment, all equipment need to be inspected for leaks at the end of each workday. MSWD may reject vehicles or equipment and order it removed at their discretion.

Street Closures, Detours, Barricades

Contractor shall be responsible for all traffic control and barricades necessary to perform the scope of work. Warning signs, lights, and devices shall be installed and displayed in compliance with the current edition of the "California Manual on Uniform Traffic Control Devices" (CA MUTCD)

and "Work Area Traffic Control Handbook" (WATCHBOOK) for use in performance of work upon highways issued by the State of California, Department of Transportation.

Permits

The Contractor shall be responsible for obtaining permits where required by federal, state, or local agencies as it pertains to the work being conducted.

Underground Excavations

The Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor should contact MSWD and Underground Service Alert (www.digalert.org) or call (811) at least forty-eight (48) hours before commencing any excavation, to locate underground service lines.

Responsibility for Damages or Injury

MSWD and all officers, employees, and representative thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the project, or for injury or death of any person as a result of Contractor's performance of the services required hereunder, or for damage to property from any cause arising from the performance of the project by the Contractor, or its sub-contractors, or its workers, or anyone employed by either of them.

Contractor shall be responsible for any liability imposed by law for injuries to or death of any person or damage to property resulting from defects, obstructions, or from any cause arising from Contractor's work on the project, or the work of any sub-contractor or supplier selected by the Contractor.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

EXHIBIT “C”
GENERAL CONDITIONS
(insert behind this page)

SECTION 2.1
of
GENERAL CONDITIONS

DEFINITIONS, TERMS, ABBREVIATIONS

2.1.01 Definitions - Wherever used in the Contract Documents, the following shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

Acceptance, Final Acceptance - The formal action by the Owner accepting the Work as being complete.

Accepted Bid - The bid (proposal) accepted by the Owner.

Addenda - Written or graphic instruments issued prior to the opening of sealed bids, which modify or interpret the Contract Documents and Drawings by additions, deletions, clarifications or corrections.

Agreement - The written agreement (contract) executed between the Owner and the Contractor covering the performance of the Work.

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

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

Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

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

Contract Documents - The Contract Documents, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Insurance Certificates, Notice of Award, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Detailed Technical Provisions, Drawings, and Addenda.

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

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

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

Detailed Technical Provisions - A part of the Contract Documents consisting of written descriptions of the technical nature of materials, equipment, construction system, standards and workmanship.

Drawings - The part of the Contract Documents, which show the characteristics, and scope of the Work to be performed and which have been prepared or approved by the Engineer.

Engineer - The person, firm or corporation named as such in the Contract Documents.

Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Laboratory - The laboratory authorized by the Owner or the Owner's representative to test materials and work involved in the Project.

Manufacturer - A person, firm or corporation that fabricates, processes, or creates from raw materials or component parts, materials or equipment to be incorporated into the Project.

Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Owner's Representative - The person, consultant, or engineering firm authorized by the Owner to represent him during the performance of the Work by the Contractor and until final acceptance. The Owner's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's Representative means the Owner's representative or his assistants.

Project - The undertaking to be performed as provided in the Contract Documents.

Resident Project Representative - The authorized representative of the Owner who is assigned to the Project site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

Special Conditions - Modifications to Detailed Technical Provisions.

Specifications - The General Conditions, Supplemental General Conditions, Special Conditions, and Detailed Technical Provisions of these Contract Documents.

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

Supplemental General Conditions - Modifications to General Conditions that are specifically applicable to this Project.

Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Utility - Public or private fixed works for the transportation of fluids, gases, power, signals or communications.

Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

2.1.02 Terms - Wherever used in the Contract Documents, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Owner's Representative is intended. Similarly, the terms "approved", "acceptable", "satisfactory", "or equal", or terms of like import shall mean approved by or acceptable to or satisfactory to the Owner's Representative, unless otherwise expressly stated.

The word "provide" shall be understood to mean furnish and install.

2.1.03 Abbreviations - Whenever used in the Contract Documents, the following abbreviations shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAU, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CPR	Certified Payroll Records
DIR	California Department of Industrial Relations
IEEE	Institute of Electrical and Electronics Engineers
LCP	Labor Compliance Program
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or USAS	United States of America Standards Institute (now ANSI)

SECTION 2.2
of
GENERAL CONDITIONS

ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS

2.2.01 SECTION NOT USED.

2.2.02 SECTION NOT USED.

SECTION 2.3
of
GENERAL CONDITIONS

SCHEDULES, REPORTS AND RECORDS

2.3.01 A preconstruction conference will be held prior to commencement of the Work. Attendees shall be the Contractor, his Subcontractors, if applicable, the Owner, the Engineer, representatives of Federal, State or local regulatory or enforcement agencies, and any other parties deemed appropriate by the Owner.

2.3.02 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

2.3.03 Prior to the start of construction, the Contractor shall submit a construction progress schedule to the Engineer for approval. Said schedule shall include, but is not limited to, the following information: Contractor's name, address and telephone number; project/contract number; date prepared; Engineer's name; Owner's name; date of Notice to Proceed; contract completion date; and, list of all important activities, including construction and material delivery, with starting and ending dates for each activity.

The schedule shall be prepared so that the Contractor can update it when significant changes in an activity time and/or completion time occur, as the Engineer may direct. After the Engineer approves the schedule, one (1) electronic copy shall be furnished to the Engineer for distribution. All costs for schedule preparation and printing are included in the Contractor's Bid.

The Engineer reserves the right to alter said schedule to prevent excessive public nuisance or to exclude areas where rights-of-way acquisition might still be in progress or provide timely facilities for testing and connection to other installations dependent upon this project.

2.3.04 Prior to starting construction, the Contractor shall submit to the Engineer for his approval a detailed breakdown of his cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Engineer to determine partial payments.

2.3.05 Prior to the start of construction, the Contractor shall submit the dates at which special drawings will be required and the respective dates when applicable for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

SECTION 2.4
of
GENERAL CONDITIONS

DRAWINGS AND SPECIFICATIONS

2.4.01 SECTION NOT USED.

2.4.02 SECTION NOT USED.

2.4.03 SECTION NOT USED.

2.4.04 SECTION NOT USED.

SECTION 2.5
of
GENERAL CONDITIONS

SHOP DRAWINGS/MATERIAL SUBMITTALS

2.5.01 SECTION NOT USED.

2.5.02 SECTION NOT USED.

2.5.03 SECTION NOT USED.

2.5.04 SECTION NOT USED.

SECTION 2.6
of
GENERAL CONDITIONS

MATERIALS, SERVICES AND FACILITIES

2.6.01 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

2.6.02 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. The Contractor shall be entirely responsible for damage or loss to material and equipment until the Work has been completed by the Contractor and accepted by the Owner.

2.6.03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.6.04 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

2.6.05 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.6.06 Whenever under this Agreement it is provided that the Contractor shall furnish materials or manufactured articles, or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the Work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the Work as a whole or in part.

2.6.07 All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified.

SECTION 2.7

of
GENERAL CONDITIONS

INSPECTION AND TESTING

2.7.01 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

2.7.02 The Owner shall provide all inspection and testing services not required by the Contract Documents. Performance of these tests and all costs will be borne by the Owner; except, the cost of any test which shows unsatisfactory results shall be borne by the Contractor.

2.7.03 The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

2.7.04 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall pay for all inspection fees imposed by public agencies other than the Owner.

2.7.05 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

2.7.06 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

2.7.07 If any Work is covered contrary to the written instructions of the Engineer or work done for which the Contractor has not requested and received inspection, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

2.7.08 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure,

observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

2.7.09 Upon request of the Engineer, the Contractor shall furnish certification of compliance that fabricated or manufactured products conform to the standards of the industry as specified in these Contract Documents and that said fabricated or manufactured products were fabricated or manufactured under the quality control standards of the stated specifications of these Contract Documents.

SECTION 2.8
of
GENERAL CONDITIONS

SUBSTITUTIONS

2.8.01 Whenever a material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

2.8.02 The Contractor's use of approved substitutions or equals shall not relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from providing or using approved substitutions or equals where they affect the adjoining or related work, including the expense of required engineering, redesigning, drafting and permits, where necessary, whether the Owner's approval is given before or after receipt of Bids.

The Contractor shall bear the cost of all engineering work associated with the review of submittals for substitutions and equals. The Contractor shall approve the engineering costs prior to the performance of the engineering work using the form entitled "Authorization of Engineering Costs for the Evaluation of Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the submittal review until authorization is given. If the Contractor does not provide this authorization, the submittal will be rejected.

Engineering costs associated with redesign of adjoining or related work due to Substitutions or Equals shall be approved in writing by the Contractor prior to the performance of the work. The Contractor shall approve the cost of the engineering work using the form entitled, "Authorization of Engineering Costs for Redesign due to Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the redesign until the authorization is given. If the Contractor does not provide this authorization, the submittal, which created the need for redesign, shall be rejected.

SECTION 2.9
of
GENERAL CONDITIONS

INTELLECTUAL PROPERTY, PATENTS, ROYALTIES AND INDEMNIFICATION

2.9.01 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, including attorney's fees, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

2.9.02 Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the District and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the District, or any of its officers, agents, members, employee authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.

This indemnity provision is in addition to all other defense, hold harmless and indemnity clauses in the Contract Documents and shall survive Final Completion and termination of the Contract. If the District is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the District, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the District, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual

property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.

SECTION 2.10
of
GENERAL CONDITIONS

SURVEYS, PERMITS, REGULATIONS

2.10.01 SECTION NOT USED.

2.10.02 SECTION NOT USED.

2.10.03 SECTION NOT USED.

SECTION 2.11
of
GENERAL CONDITIONS

PROTECTION OF WORK, PROPERTY
AND PERSONS

2.11.01 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.11.02 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction, including the applicable provisions of the California Occupational Safety and Health Act of 1973, Part 1, Division 5, of the Labor Code §6300 et. seq. and the Construction Safety Orders of the Division of Industrial Safety. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

2.11.03 The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.11.04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

2.11.05 Until the formal acceptance by the Owner of the performance of the Contractor hereunder, either by furnishing equipment and/or materials or by performance of Work, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of that which he is to provide or complete hereunder occasioned by any of the above causes before completion and acceptance and shall bear the expense thereof. In case

of suspension of Work from any cause whatsoever, the Contractor shall be responsible for all equipment and/or materials then upon Owner property and shall properly store them, if necessary, and shall erect temporary structures where necessary in so doing. Nothing in these Contract Documents shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon Owner's real property, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

2.11.06 Prior to the beginning of any work, the Contractor shall obtain, at its sole expense, all permits required by the California Division of Occupational Safety and Health (Cal/OSHA) for permit-required activities associated with the Project and shall provide copies of such permits to the Owner upon request.

2.11.07 In accordance with Government Code Section 4216 and following, Contractor shall notify Underground Service Alert at least two days prior to excavation with a description of the area to be excavated to determine if any participant has a subsurface installation in the area.

2.11.08 The Contractor shall not commence any excavation over five (5) feet in depth until he has submitted to the Owner 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 any such excavation and such plan has been accepted by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated. If such plan varies from the shoring system standards promulgated by the Department of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed and paid by the Contractor. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing contained in this article shall be construed as relieving the Contractor of full responsibility for providing shoring, bracing, sloping, or other provisions, which are adequate for worker protection.

2.11.09 A working platform for any scaffolding swung or suspended from an overhead support more than ten (10) feet above the ground, floor or area in which an employee on the scaffolding might fall, shall have a safety rail of wood or other equally rigid material of adequate strength; such rail shall be in compliance with the applicable orders of the Division of Industrial Safety.

The suspended scaffolding shall be fastened so as to prevent the same from swaying from the building, or structure, or other object being worked on from such scaffolding. All parts of such scaffolding shall be of sufficient strength to support, bear, withstand with safety, any weight of persons, tools, appliances or materials which might reasonably be placed on it or which are to be supported by it.

In addition to the duties imposed by any law regulating or relating to scaffolding, the Contractor who uses scaffolding in connection with the construction, alteration, repairing, painting, cleaning, or doing of any work upon any building or structure shall furnish safety lines to tie all hooks and hangers back on the roof of such building or structure and provide safety lines hanging from the roof, securely tied thereto, for all swinging scaffolds which rely upon stirrups of the single point of suspension type to support the working platform. One such line shall be provided for each workman with a minimum of one line between each pair of hangers or falls.

Platforms or floors of scaffolding shall be not less than fourteen (14) inches in width and shall be free from knots or fractures impairing their strength.

The use of lean-to scaffolds, sometimes known as jack scaffolds, as support for scaffolds is prohibited.

2.11.10 In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect, as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever notice is required to be given by the Owner or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

2.11.11 The Contractor shall not load nor permit any part of any structure to be loaded with any weights that will endanger the structure, nor shall subject any part of the Work to stresses or pressures that will endanger it.

2.11.12 The Contractor will be required to certify that he has an Injury, Illness Prevention Plan for his company as required by Labor Code Section 6401.7.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones and carried by the supervisor of the work being performed.

The Contractor shall provide assurance to the District that all equipment has proper permits issued by the South Coast Air Quality Management District, or the local air quality district.

In addition, the Contractor shall be required to post notices required by Proposition 65 for any hazardous chemicals listed by the State Health Department, which are brought onto the property as part of the construction program.

2.11.13 Any public works contract of a local public entity, which involves digging trenches or other excavations that extend deeper than four feet below the surface, shall contain a clause, which provides the following:

- a. That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
 - c. That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.
 - d. Differing Conditions shall not include:
 - 1. All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;
 - 2. All that could be seen on Site;
 - 3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.
 - 4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
 - e. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the District's investigation of potential Differing Conditions.
 - f. Failure by Contractor to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

SECTION 2.12
of
GENERAL CONDITIONS

SUPERVISION BY CONTRACTOR

2.12.01 The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

2.12.02 The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work, and whenever the Engineer shall notify the Contractor that any man on the Work is, in his opinion, incompetent, unfaithful, intemperate, or disorderly or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person on the Work representing the Owner, or is otherwise unsatisfactory, such man shall be discharged immediately from the Work and shall not be re-employed upon it except with the consent of the Engineer. Such discharge shall not be the basis of any claim for damages against the Owner or his agents.

2.12.03 In the event that the Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the District Representative, at least seven days prior to engaging the person, an Experience Statement form for the District's review and acceptance. Any proposed substitution is subject to the approval of the District Representative based upon qualifying experience on similar projects as set forth in the bid documents for the project. Failure to obtain the District's acceptance shall not constitute a cause for delay. In addition, the District may issue an order to stop the work under these General Conditions until such time as the Contractor engages persons possessing skills and qualifications acceptable to the District.

2.12.04. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or Contractors, then Contractor shall require the Subcontractor to:

1. coordinate its Work with the dependent work;
2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
3. supply and install items to be built into dependent work of others;
4. make provisions for dependent work of others;
5. examine dependent drawings and specifications and submittals;
6. examine previously placed dependent work;
7. check and verify dependent dimensions of previously placed work;
8. notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and

9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

2.12.05. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the District in accordance with the terms of the Contract, but nothing herein contained shall be taken to relieve Contractor of any of its obligations or liabilities under the Contract, or of performing its required detailed direction and supervision.

2.12.06. Contractor shall at all times permit the District, its agents and authorized representatives to: (i) visit and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject the Work if it does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the District.

2.12.07. Whenever Contractor desires to perform Work outside regular working hours, Contractor shall give notice to the District of such desire and request and obtain the District's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the District may make the necessary arrangement for testing and inspection.

2.12.08. If Contractor receives a written notice from the District that a Clarification is forthcoming from the District, all Work performed before the receipt of the Clarification shall be coordinated with the District to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the District's written notice but before receipt of the Clarification and not so coordinated shall be at Contractor's risk.

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

SECTION 2.13
of
GENERAL CONDITIONS

CHANGES IN THE WORK

2.13.01 This Agreement may not be altered in whole or in part except by modification in writing and properly executed by all parties hereto or by a change order.

2.13.02 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

2.13.03 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

SECTION 2.14
of
GENERAL CONDITIONS

CHANGES IN CONTRACT PRICE

2.14.01 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices. Original bid items. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant, the Owner shall review the unit price to determine if a new unit price should be negotiated.
- b. An agreed lump sum.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

When all or any part of the work covered by Change Order is performed by any of the Contractor's Subcontractors, the markups established in this section shall be applied to the Subcontractor's actual cost of such work, to which a markup of five (5) percent on the subcontracted portion of the work may be added by the prime Contractor.

SECTION 2.15
of
GENERAL CONDITIONS

TIME FOR COMPLETION AND
LIQUIDATED DAMAGES

2.15.01 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on or before a date specified in the Notice to Proceed. The Contractor should be aware that time is of the essence for this project.

2.15.02 The Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

2.15.03 If the Contractor shall fail to complete the Work within the Contract Time, or requests for extension of time approved by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

2.15.04 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- a. To any preference, priority or allocation order duly issued by the Owner.
- b. If delays are caused by unforeseen events beyond the control of both the Contractor and the Owner, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, labor, required "extra work," or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

- c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 2.15.04a and 2.15.04b of this article.

- d. If delays beyond the Contractor's control are caused by reasons other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interests of the Owner, an extension of time may be granted, but the Contractor shall not be entitled to damages or additional payment due to such delays.

If delays beyond the Contractor's control are caused solely by action or inaction by the Owner, such delays will entitle the Contractor to an extension of time.

- e. Extensions of time, when granted, will be based upon the effect of delays on the project as a whole and will not be granted for noncontrolling delays to minor included portions of work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole.
- f. If the Contractor desires payment for a delay or an extension of time, he shall, within thirty (30) days after the beginning of the delay, file with the Owner a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least fifteen (15) days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such request.

2.15.05 In case the Work called for under this Contract is not completed within the time limit stipulated herein, the Owner shall have the right, in lieu of assessing liquidated damages, to extend the time of completion thereof. If the time limit be so extended, the Owner shall have the right to charge to the Contractor and to deduct from the final payment for the Work, the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate and the cost accruing by reason of unavoidable delays shall not be included in such charges.

SECTION 2.16
of
GENERAL CONDITIONS

CORRECTION OF WORK

2.16.01 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

2.16.02 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

SECTION 2.17
of
GENERAL CONDITIONS

SUBSURFACE CONDITIONS AND
EXAMINATION OF CONTRACT DOCUMENTS

2.17.01 The Contractor represents that he has carefully examined the Contract Documents and the site where the Work is to be performed and that he has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may affect performance of the Work in any manner. The Contractor further represents that he has studied all surveys and investigation reports governing subsurface and latent physical conditions pertaining to the job site; that he has performed such additional surveys and investigations as he deems necessary to complete the Work at the Contract Price; and, that he has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a Bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered and as to the character, quality and scope of the Work.

2.17.02 The Drawings for the Work show conditions as they are supposed or believed by the Engineer to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions actually exist. The Owner and the Engineer shall not be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown in the Drawings and the actual conditions revealed during the progress of the Work or otherwise.

Where the Owner or the Engineer or their consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, the Contractor may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the Engineer.

The records of such investigations are not a part of the Agreement and are shown solely for the convenience of the Contractor. It is expressly understood and agreed that the Owner, the Engineer and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations; the records thereof; or of the interpretations set forth therein or made by the Owner's consultants, the Engineer or his consultants in the use thereof by the Engineer, and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked for developments may not occur, or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the Owner, the Engineer or their consultants is included with the Drawings, it is expressly understood and agreed that said log of test borings does not constitute a part of the

Agreement, represents only the opinion of the Owner or the Engineer or their consultants as to the character of the materials encountered by them in the test borings, is included in the Drawings only for the convenience of the Contractor, and its use is subject to all of the conditions and limitations set forth in this article.

2.17.03 The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of Section 2.17.01 and the Contractor is cautioned to make such independent investigations and examinations as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the Work.

2.17.04 No information derived from such inspection of records of investigations or compilation thereof made by the Owner, Engineer, or their consultants will in any way relieve the Contractor from any risk or from properly fulfilling the terms of the Agreement.

SECTION 2.18
of
GENERAL CONDITIONS

SUSPENSION OF WORK,
TERMINATION AND DELAY

2.18.01 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.18.02 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

2.18.03 Where the Contractor's services have been terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.

2.18.04 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit. The Owner's authority and responsibility with respect to termination for convenience of owner or upon breach of contract are set forth in more detail in Section 2.35 of these General Conditions.

2.18.05 If, through no act or fault of the Contractor, the entire Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or by request of litigation relating to the Project, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

2.18.06 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

SECTION 2.19
of
GENERAL CONDITIONS

PAYMENTS TO CONTRACTOR

2.19.01 SECTION NOT USED

2.19.02 SECTION NOT USED

2.19.03 SECTION NOT USED

2.19.04 SECTION NOT USED

2.19.05 SECTION NOT USED

2.19.06 SECTION NOT USED

2.19.07 SECTION NOT USED

2.19.08 SECTION NOT USED

SECTION 2.20
of
GENERAL CONDITIONS

ACCEPTANCE OF FINAL
PAYMENT AS RELEASE

2.20.01 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

SECTION 2.21
of
GENERAL CONDITIONS

INSURANCE

2.21.01 The Contractor shall not commence any work under the Contract Documents until he obtains at his own expense all required insurance. Such insurance must have the approval of the Owner as to Company, limits, form and amount. The Contractor shall not permit any Subcontractor to commence work on the Project until the Subcontractor has also complied with these insurance requirements. The types of insurance, which the Contractor shall secure and maintain for the full Contract time, are Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Builder's Risk "All Risk" Insurance, and Contractor's Pollution Liability Insurance as hereinafter specified. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Contract Documents.

All policies required by this Section shall be primary insurance as to the Owner so that coverage held by the Owner will not contribute to any loss under the Contractor's insurance using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

Premiums for said insurance shall be paid for by the Contractor.

2.21.02 Before commencing any work, the Contractor shall submit written evidence that he and all Subcontractors have obtained for the Contract time full Worker's Compensation Insurance coverage, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Owner, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the named insured for the Owner; this provision applies regardless of whether or not the Owner has received a waiver of subrogation from the insurer.

2.21.03 Before commencing any work, the Contractor shall procure for the entire Contract time full Commercial General Liability Insurance, Automobile Liability Insurance coverage, and Contractor's Pollution Liability as hereinafter specified. Such insurance shall insure the Contractor and all Subcontractors for all claims for personal injury, including sickness and death, and all claims for destruction of or damage to property, including loss of use, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under the Contractor, or by anyone directly or indirectly employed by the Contractor or by any Subcontractor.

Such Commercial General Liability Insurance shall be written with a limit of liability of not less than five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the

policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit. Should the Contractor maintain insurance coverage exceeding the specified amount, any such additional coverage shall still benefit the Owner.

Such Commercial General Liability Insurance shall also be written for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

Such Automobile Liability Insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, including sickness and death, at any time resulting therefrom, sustained by any one person in any one occurrence, and a limit of liability of not less than two million dollars (\$2,000,000) aggregate for any such damages sustained by two or more persons in any one occurrence. Such automobile liability insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District.

Coverage for Commercial General Liability Insurance, Contractor's Pollution Liability Insurance and Automobile Liability Insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 00 01).
- b. Insurance Services Office (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c. Excess Liability Insurance (if necessary) - The limits of insurance required in this agreement may be satisfied by a combination of primary, umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured.

Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officers, employees, agents and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, administration and defense expenses.

The Commercial General Liability Insurance policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

The policy for such insurance shall include contractual coverage sufficiently broad to cover the Contractor's indemnification agreement contained in Section 2.24 excepting 2.24.04 of these General Conditions. The District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 11 85; or both CG 20 10 10 01 and CG 20 37 10 01 (or the CG 20 10 07 04 and CG 20 37 07 04 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the District for all work performed by the Contractor, its employees, agents and subcontractors. this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

2.21.04 Until the completion and final acceptance by the Owner of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

If applicable, the Contractor shall provide and maintain **Builder's Risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Owner. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The policy shall be endorsed with Owner, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Owner

or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Owner. The policy must specify that coverage is to include all materials and equipment to be incorporated in the Project while at the construction site and while in transit.

Such policy shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District. A maximum deductible amount of five thousand dollars (\$5,000.00) on all perils will be allowed. Also, the insurer shall waive all rights of subrogation.

If the Owner determines not to require the Contractor to procure such insurance, the Contract price shall be reduced by the amounts set forth in the bid items for the premium for such insurance.

If the Owner determines to require the Contractor to procure such insurance, such insurance shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The policy or policies for such insurance may provide for a deductible amount not to exceed five (5) percent of the Contract price. As provided in Section 7104 of the Public Contracts Code, the Contractor is responsible for the cost of repairing or restoring work up to five (5) percent of the contract amount.

2.21.05 Contractor shall furnish the Owner with copies of certificates and amendatory endorsements affecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages, required by these specifications, at any time. Failure to continually satisfy the insurance requirements is a material breach of contract.

Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's Contracts Analyst. Carrier(s) shall have an A.M. Best rating of no less than an A: VII or better.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the Commercial General Liability declarations or

endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include required provisions. The District reserves the right to obtain complete, certified copies of all required insurance policies at any time and the Contractor shall provide the same within five (5) days of such request. Failure to continually satisfy the insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least ten (10) years after completion of the project. The Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expires during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

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

The District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

SECTION 2.22
of
GENERAL CONDITIONS

CONTRACT SECURITY

2.22.01 The Contractor shall within thirty (30) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond in penal sum equal to the amount of the Contract Price and a Payment Bond in penal sum equal to one-hundred (100) percent of the amount of the Contract Price, requiring the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the payment by the Contractor to all subcontractors, persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

2.22.02 Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and by California law. The expense of these Bonds shall be borne by the Contractor. Bonds to be placed with insurers with a current A.M. Best's rating of no less than A: VII or better.

2.22.03 If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall they be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

2.22.04 The Performance Bond and the Payment Bond must remain in effect throughout the period for performance of the Work and through the time of final payment by the Owner, and the Performance Bond must remain in effect for a period of one (1) year from the date of approval of the work by the Board of Directors of Owner, which is the period of the Contractor's warranty, or as modified under the Supplemental General Conditions. If a change order results in an increased contract amount, an updated bond must be submitted to reflect the revised total contract value.

SECTION 2.23
of
GENERAL CONDITIONS

ASSIGNMENTS AND BANKRUPTCY

2.23.01 The Contractor shall not sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

2.23.02 In the event of bankruptcy of the Contractor, whether voluntary or involuntary, this Agreement is automatically terminated, and the Contractor is entitled to no further payments over and above the reasonable value of the actual work completed at that time.

SECTION 2.24
of
GENERAL CONDITIONS

INDEMNIFICATION

2.24.01 The Contractor and any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable during the term of this agreement and associated with the work performed thereunder, will indemnify, defend and hold harmless the Owner and any of their directors, independent contractors, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, but not including the sole or active negligence or willful misconduct of the Owner.

Each of the indemnified parties named in this Section shall be entitled to designate the attorney of their choice and indemnitor agrees to keep Owner's attorney advised as to the status of all claims, damages, losses, expenses and litigation which may arise hereunder.

2.24.02 In any and all claims against the Owner or any of their directors, independent contractors, agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

2.24.03 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

2.24.04 The Contractor shall indemnify, defend and save the Owner, the Owner's Representative, the Engineer, their consultants, and each of their directors, independent contractors, officers, employees and agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Agreement, including but not limited to, Contractor's failure to complete any portion of the Work by the time specified in the Contract Documents. Such costs, expenses, and damages shall include all costs incurred by the Owner, the Owner's Representative, the Engineer, and their consultants to defend against any claims, stop notices, or lawsuits based thereon in which any of them is made a party.

Each of the indemnified parties named in this section shall be entitled to designate the attorney of their choice and the indemnitor agrees to pay the fee of each such attorney so designated.

SECTION 2.25
of
GENERAL CONDITIONS

SEPARATE CONTRACTS

2.25.01 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

2.25.02 The Owner may perform additional Work related to the Project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.25.03 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 2.14, 2.15, and 2.18.

SECTION 2.26
of
GENERAL CONDITIONS

SUBCONTRACTING

2.26.01 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed, by specialty Subcontractors.

2.26.02 After submission of his Bid, the Contractor shall not award Work to any unlisted Subcontractor(s) without prior written approval of the Owner.

2.26.03 The Contractor shall be fully responsible to the Owner for the performance of his Subcontractors, and of persons either directly or indirectly employed by them.

2.26.04 The Contractor shall review each condition of this Contract and cause to be inserted in all subcontracts comparable provisions relative to the Work to bind Subcontractors to the Contractor by the terms of the Subcontract Documents insofar as applicable to the Work of Subcontractors in the same manner that Contractor is bound to Owner (e.g., payment bond, insurance, arbitration, termination on unauthorized assignment or on bankruptcy, etc.), and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents. Copies of contracts between the Contractor and any Subcontractors shall be furnished to the Owner upon request.

2.26.05 All payments by Contractor to Subcontractor(s), which involve material made by joint check, shall specifically allocate the payment between the materialmen involved and the Subcontractor.

2.26.06 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

SECTION 2.27
of
GENERAL CONDITIONS

ENGINEER'S AUTHORITY

2.27.01 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

2.27.02 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

2.27.03 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

2.27.04 The Engineer shall promptly make decisions relating to interpretation of the Contract Documents.

2.27.05 Any plan or method of Work suggested by the Engineer but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner shall assume no responsibility therefor.

2.27.06 Engineer's authority and responsibility with respect to Resident Project Representation are as set forth in Section 2.33 of these General Conditions.

SECTION 2.28
of
GENERAL CONDITIONS

LAND AND RIGHTS-OF-WAY

2.28.01 Prior to issuance of Notice to Proceed, the Owner shall obtain land and all work shall be performed within existing public rights-of-way for carrying out the Work to be performed pursuant to the Contract Documents. Right-of-way limits are shown on the Drawings.

2.28.02 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

2.28.03 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

2.28.04. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the District to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the District.

2.28.05. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.

2.28.06. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part of the Work or adjacent property to stresses or pressures that will endanger it.

2.28.07. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

SECTION 2.29
of
GENERAL CONDITIONS

GUARANTEE

2.29.01 The Contractor shall guarantee that all materials and equipment furnished will be new unless otherwise specified.

2.29.02 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance by the Board of Directors of Owner. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance by the Board of Directors of Owner that the completed work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guarantee period.

SECTION 2.31
of
GENERAL CONDITIONS

TAXES

2.31.01 The Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening including, but not limited to, all sales, consumer, use and other similar taxes assessed by Federal, State or local authorities where the Work is performed.

2.31.02 The terms of these Contract Documents may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to these Contract Documents, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 2.32
of
GENERAL CONDITIONS

CONFLICT

2.32.01 SECTION NOT USED.

2.32.02 SECTION NOT USED.

SECTION 2.33
of
GENERAL CONDITIONS

RESIDENT PROJECT REPRESENTATIVE

2.33.01 The Engineer will furnish a Resident Project Representative and Assistants to assist the Engineer in carrying out his responsibilities at the Project sites. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and Assistants are herein set forth.

2.33.02 The Resident Project Representative is the Engineer's agent and will act as directed by and under the supervision of the Engineer. He will confer with the Engineer regarding his actions. His dealings in matters pertaining to the on-site Work shall, in general, be only with the Engineer and the Contractor. His dealings with Subcontractors shall only be through or with the full knowledge of the Contractor or his superintendent. He will generally communicate with the Owner only through or as directed by the Engineer.

2.33.03 The duties and responsibilities of the Resident Project Representative will be as follows:

- a. Schedules - Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with the Engineer concerning their acceptability.
- b. Conferences - Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- c. Liaison -
 - (1) Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the Engineer in serving as Owner's liaison with the Contractor when Contractor's operations affect Owner's on-site operations.
 - (2) As requested by the Engineer, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the Work.
 - (3) Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from the Owner or others, except instructions transmitted through the Engineer or himself.

- d. SECTION NOT USED
- e. SECTION NOT USED
- f. Interpretation of Contract Documents - Transmit to the Contractor the Engineer's clarifications and interpretations of the Contract Documents.
- g. Modifications - Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.
- h. Records -
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - (2) Keep a diary or logbook, recording hours on the job site, weather conditions, data related to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
 - (3) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials.
- i. Reports -
 - (1) Furnish Engineer periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- j. Payment Requisitions - Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site.
- k. Guarantees, Certificates, Maintenance and Operation Manuals - During the course of the Work, verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Engineer for his review and forwarding to the Owner prior to final acceptance of the Project.

1. Completion -

- (1) Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- (2) Conduct final inspection in the company of the Engineer, Owner and Contractor and prepare a final list of items to be corrected.
- (3) Verify that all items on the final list have been corrected and make recommendations to the Engineer concerning acceptance.

2.33.04 Except upon written instructions of the Engineer, the Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- c. Expedite Work for the Contractor.
- d. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- f. Authorize the Owner to occupy the Project in whole or in part.
- g. Participate in specialized field or laboratory tests.

SECTION 2.34
of
GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

2.34.01 The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or Agreement for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, defend and indemnify the Owner, the Engineer, and all of its and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the Owner, the Contractor shall bear all costs arising therefrom.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. Wages to be paid for a day's work to all classes of laborers, workers, or mechanics on the work contemplated by the contract, shall be not less than the prevailing rate for a day's work in the same trade or occupation on the locality within the State where the work hereby contemplated is to be performed as determined by the State of California Director of Industrial Relations pursuant to his authority under Labor Code section 1720 et. seq. Each laborer, worker, or mechanic employed by a Contractor or by any Subcontractor shall receive the wages herein provided for. The Contractor shall pay up to two hundred (\$200.00) per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to the worker. NOTE: an error on the part of the awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code section 1720 – 1781 and 1813 – 1815.
- b. In accordance with Sections 1773.1 and 1773.8 of the Labor Code the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et. seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the Owner, forfeit up to twenty-five (25) Dollars for each workman employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours per day at not less than 1.5 times the base rate of pay (or 2 times base rate on Sunday/Holidays), in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is responsible for compliance with Labor Code Section 1777.5 and the California Code of Regulations 230 – 230.2 for all apprenticeable occupations, whether employed by the Contractor or by the Subcontractors. Included in these requirements is the Contractor's requirement to provide notification to the appropriate apprenticeship committees, pay training fund contributions, utilize apprentices in a minimum ratio of not less than once apprentice for each five journeyman hours (unless an exception is granted in accordance with Labor Code 1777.5) and/or request for the dispatch 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.

Willful violations of Section 1777.5 will result in a forfeiture of \$100.00 for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

- f. Attention is directed to the provisions of Labor Code 1725.5 requiring all contractors and subcontractors who bid or work on a public works project to be registered with the Department of Industrial Relations (DIR) via its online portal: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

2.34.02 In the event of any legal or equitable proceeding to enforce the terms or conditions of this Agreement, the parties agree that venue shall be in the judicial district in which the office of the Owner is located.

2.34.03 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

All clauses contained in the Contract Documents shall be interpreted in a manner, which renders them valid under applicable provisions of State, and Federal law where a consistent interpretation is possible.

2.34.04 In the event any arbitration proceeding, administrative proceeding or litigation in law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions or performance of this Agreement, the prevailing party shall be entitled to the award of a reasonable attorney's fee and the costs of the proceeding, which shall be determined by the Court or the presiding officer at the proceeding, authorized to make a determination of the issues at the hearing level, or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

If any party to this Agreement becomes a party to any litigation, administrative proceeding or arbitration concerning the enforcement or interpretation of the provisions of this Agreement or the performance of this Agreement by reason of any act or omission of another party or authorized representatives of another party to this Agreement and not by any act or omission of the party that becomes a party to that proceeding or any act or omission of its authorized representatives, the party that causes another party to become involved in the proceeding shall be liable to that party for reasonable attorney fees and costs of the proceeding incurred by that party in the proceeding. The award of reasonable attorney fees and costs shall be determined as provided above.

In the event opposing parties have each prevailed on one or more causes of action actually contested or admitted by pleadings or prehearing documents on file, the presiding officer may offset such fees and costs between prevailing parties after considering the necessity of the proceeding and the importance of the issue or issues upon which a party has prevailed.

2.34.05 It shall be the responsibility of the contractor to maintain an accurate payroll record showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code 1776, and to insure that each subcontractor on the project also complies with all provisions of Labor Code 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall submit to the Agency's designated Labor Compliance Officer a copy of Certified Payroll Records as enumerated by Labor Code 1776 for the Contractor's, as well as Subcontractor's, employees working on the project work. The Agency shall make no payment to the Contractor until the certified records are received by the Agency's designated Labor Compliance Administrator/Department/Division. Each contractor performing work under contract shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776. Contractor and Subcontractor shall keep accurate project records such as Daily Logs and Reports and may be asked to provide copies of such records per the State of California Public Records Act, Government Code section 6250 – 6276.48. Pursuant to SB854, all public works contractors and subcontractors shall also furnish electronic certified payroll records directly to the Labor Commissioner. For all projects awarded on or after April 1, 2015, the contractors and

subcontractors must furnish electronic certified payroll records to the Labor Commissioner using the online portal: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the contractor and/or subcontractor and the name, address and telephone number of all employees do not appear on the modified records.

Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten (10) days of the date a written request for payroll records has been received.

Failure of contractor to comply with any provision of this Section or Labor Code 1776 within ten (10) days of the date a written request for compliance is received shall result in a forfeiture of up to one hundred dollars (\$100.00) per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Owner shall withhold penalties under this Section or Labor Code 1776 from the contractor's progress payments then due.

2.34.06 By entering into this contract or any subcontract pursuant to this contract, the Contractor and each Subcontractor who performs work or supplies goods, services or materials hereby offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Federal or State Anti-Trust Law, including, but not limited to, any Anti-Trust action any of them may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to this contract or any related subcontract. This assignment is made and becomes effective at the time the awarding body tenders final payment to the Contractor shall insure that a comparable provision is included in all subcontracts at all tier levels which are executed pursuant to this prime contract. Contractor shall have the rights set forth in Section 4553 and 4554 of the Public Contract Code.

SECTION 2.35
of
GENERAL CONDITIONS

REMOVAL, RELOCATION OR PROTECTION
OF EXISTING UTILITIES

2.35.01 SECTION NOT USED

2.35.02 SECTION NOT USED

2.35.03 SECTION NOT USED

2.35.04 SECTION NOT USED

2.35.05 SECTION NOT USED

SECTION 2.36
of
GENERAL CONDITIONS

ANTI-TRUST CLAIMS

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

SECTION 2.37
of
GENERAL CONDITIONS

TERMINATION FOR CONVENIENCE
OF OWNER OR UPON BREACH OF CONTRACT

2.37.01 The performance of work under this contract may be terminated by Owner in accordance with this clause in whole or from time to time in part whenever Owner or Owner's Representative determines that such termination is in the best interest of Owner. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, the date upon which the termination becomes effective, and the reason for the termination.

2.37.02 After receipt of a Notice of Termination, except as otherwise directed by Owner or Owner's Representative, Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- b. Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for the completion of such portion of work under the contract as is not terminated,
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- d. Assign to Owner in the manner, at the times, and to the extent directed by Owner or Owner's Representative all of the right, title, and interest of Contractor under the orders and subcontracts terminated, in which case Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent Owner may require,
- f. Transfer title and deliver to Owner, in the manner, at the times, and to the extent, if any, directed by Owner (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination and (2) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to Owner,
- g. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by Owner or Owner's Representative any property of the types referred to in f. above, provided Contractor (1) shall not be required to extend credit to any purchasers, and (2) may acquire any such property under the conditions prescribed by and at the prices approved by Owner or Owner's Representative. The proceeds of any such

transfer or disposition shall be applied in reduction of any payments to be made by Owner to Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as Owner or Owner's Representative may direct,

- h. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination to the satisfaction of Owner,
- i. Take such action as Owner or Owner's Representative may direct for the protection and preservation of the property related to this contract which is in the possession of Contractor and which the Owner has or may acquire an interest.

After receipt of a Notice of Termination, Contractor shall submit to Owner his termination claim, in the form and with certification prescribed by Owner or Owner's Representative. This claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner or Owner's Representative upon Contractor's written request within such three (3) month period or any authorized extension of the three (3) month period. Owner may deny or grant the request for an extension of time as Owner may determine in its sole discretion. Owner's decision to grant or deny the extension shall be final and binding on all parties to this contract. Upon failure of Contractor to submit his termination claim within the time allowed, Owner or Owner's Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to Contractor the amount so determined.

2.37.03 Contractor and Owner may agree upon the whole or any part of the amount paid to Contractor by reason of the total or partial termination of work pursuant to this clause provided an agreement, in writing, has been reached within three months following the date the termination notice has become effective.

In the event Contractor and Owner are unable to agree on the termination price, Owner shall pay to Contractor the amount determined by Owner or Owner's Representative, in its sole discretion, to be fair and equitable under the circumstances excluding amounts Owner and Contractor have agreed to in accordance with the terms of this section.

In no event shall Contractor be entitled to receive any amount upon termination of this contract which exceeds the total contract price reduced by the amount of payments otherwise made and further reduced by the contract price of work not terminated, by the fair value, as determined by Owner or Owner's Representative, in its sole discretion, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner, by all unliquidated advances or other payments on account made to Contractor applicable to the terminated portion of the contract, by any claim which Owner may have against Contractor in connection with this contract, by the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of this clause and not otherwise recovered or credited to Owner, and by estimated or actual costs to correct Contractor's work which Owner or Owner's Representative, in its sole discretion, determines to be defective. The decision of Owner or Owner's

Representative to determine the proper termination amounts shall be final and binding on all parties to this contract.

2.37.04 Unless otherwise provided for in this contract, Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to Owner at all reasonable times at the office of Contractor, and without charge of any kind to Owner, all Contractor's books, records, documents, and other evidence bearing on the costs and expenses of Contractor under this contract. For this purpose, Contractor specifically consents to allow Owner to receive such copies of Contractor's tax returns as Owner may deem necessary to verify Contractor's costs.

2.37.05 In the event Owner terminates the contract in whole or in part due to the failure of Contractor, its agents, servants, employees or subcontractors to perform any work in the time or manner designated in the contract documents, Owner shall immediately serve written notice of the Termination upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within ten (10) days after the serving upon it of a notice of termination does not give the Owner written notice of his intention to take over and perform the contract or does not commence performance thereof within thirty (30) days from the date of serving said notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method he may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Owner for any excess costs or other damages occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the Owner elects to complete by furnishing his own employees, materials, tools and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for force account work in the article on payment for changes in the work.

2.37.06 In the event Owner terminates the contract as a result of a breach of any contract terms by Contractor, its agents, servants, employees or subcontractors, if the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Excessive costs not paid by Contractor or its Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of fifteen percent (15%) per annum or the maximum rate authorized by California law, whichever is lower.

SECTION 2.38
of
GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

2.38.01 Responsibility of Job Site Conditions

Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall defend, indemnify and hold the Owner and the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the Owner or the Engineer.

2.38.02 Mediation and Arbitration of Claims

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20103.5) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are attached to these General Conditions.

SECTION 2.39
of
GENERAL CONDITIONS

PUBLIC CONTRACT CODE SECTIONS
20103.5 – 20207.7

The following Public Contract Code Sections are included for information.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount of payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the local agency shall, within thirty (30) days, schedule a meet-and-confer conference for the purpose of resolving the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision

(a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article.

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as, otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgement. The interest shall begin to accrue on the date the suit is filed in a court of law.

As stated in subdivision (c) of Section 20104, any contract entered into on or after January 1, 1991, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

20207.7. Unless the amount involved in the purchase at any one time of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board may purchase the articles without the necessity of advertising or lettering contracts. Where the cost of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board shall advertise for sealed bids for furnishing the district the articles. In the matter of advertising, opening and accepting bids, and the letting of contracts, the board shall proceed in all respects in the manner and form provided in the case of contracts for annual supplies.

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score
Layne Christensen Company	60	70	75	68.33
L O Lynch Quality Wells & Pumps Inc	55	70	92	72.33
South West Pump & Drilling, Inc.	65	79	85	76.33
Weber Water Resources	75	78	80	77.67

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING

MEETING DATE: SEPTEMBER 17, 2026

FROM: DANNY FRIEND, DIRECTOR OF OPERATIONS

FOR: ACTION



APPROVE CONTRACT AMENDMENT NO. 6 TO KENWOOD ENERGY FOR PROFESSIONAL SERVICES AGREEMENT FOR SOLAR O&M SERVICES RFP

STAFF RECOMMENDATION

It is recommended to authorize the General Manager to approve Amendment No. 6 to the professional service contract agreement with Kenwood Energy for Solar O&M Services RFP in the amount of \$9,993.50, plus a 10% contingency for a total of \$10,992.50. The amendment will increase the contract amount from \$30,000.00 to a not-to-exceed amount of \$40,992.50.

SUMMARY

Kenwood Energy (KE) has supported MSWD with RFP development, project planning, contracting, and performance design for the District's solar initiatives. The original contract between KE and MSWD was for development of an RFP for annual O&M services. The contract was later amended to provide project management support for the Little Morongo/19th Ave. Solar Site Repair Project. Both scopes require additional work, necessitating a contract amendment. With the exception of Amendment No. 2, which added project management support, all other amendments were contract time extensions.

ANALYSIS AND FISCAL IMPACT

Staff is finalizing the Solar O&M RFP and requires continued technical support from KE. In addition, recent wire theft and unforeseen repair needs associated with the Little Morongo/19th Ave. Solar Repair Project have increased the need for ongoing project management and technical oversight through project completion, currently anticipated in January 2027. Services include review of requests for information, invoices, and change order requests; participation in construction meetings; and operational troubleshooting. Staff recommends approval of Amendment No. 6 to allow these services to continue through project completion. The cost associated with completing the Solar O&M RFP is included in the approved FY 2026-27 operating budget. Funding for project management and technical support related to the Little Morongo/19th Ave. Solar Repair Project is budgeted under CIP Job No. 11900.

BUDGET INFORMATION & STRATEGIC PLAN IMPLEMENTATION

Action Cost:	Current FY Cost:	Future FY Cost:	Funding Source	Acct/Project No.
\$10,992.50	\$40,992.50	\$0.00	101 & 201	201-542-3000 & 11900
Covered in current FY budget?		Adjustment Needed?	Current Balance:	Balance if Approved:
Yes		No	\$76,943.59	\$65,951.09
Strategic Plan Goal Alignment:				
SMART Goal 5.1 - Increase Use of Sustainable Energy Sources and Optimize Efficiencies				

ATTACHMENTS

Attachment A - Contract Agreement, Attachment B - Bid Tabulation

**AMENDMENT TO
Contract for Professional Services Agreement
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

TO: Kenwood Energy
PO Box 692
Kenwood, CA 95452

DATE: _____

PROJECT DIR#: N/A

SIXTH AMENDMENT TO CONTRACT AGREEMENT

1. This amendment ("Amendment") is hereby made by Mission Springs Water District and **Kenwood Energy**, parties to an agreement for **Professional Services Agreement for Solar O&M Services RFP** ("Agreement"), dated **April 1, 2024**.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

This Sixth Amendment will:

- **Increase the total Contract Agreement amount by \$9,993.50, including a 10% contingency of \$999.35. The total increase of \$10,992.85 increases the Agreement from a not-to-exceed amount from \$30,000.00 to a not-to-exceed amount of \$40,992.85, as detailed in Attachment 1.**
3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, an executed copy will be returned to you for your records. Insert the names of your authorized representative(s) below.

Accepted:

Mission Springs Water District

Consultant:

Kenwood Energy
(Business Name)

By: _____
Danny Friend

Title Director of Operations

By: _____
Tim Holmes

Title Principal

Other authorized representative(s):

Brian E. Macy, PE
General Manager

Amanda Lucas
Contracts Analyst

Other authorized representative(s):

Mission Springs Water District (MSWD)
Kenwood Energy Scope of Work

Kenwood Energy (KE) is requesting an Amendment to the contract to add additional cost and time. This change reflects additional work load and corresponding budget impacts resulting from additional review and updates to the development of RFP documents related to the Existing RES-BCT Solar site.

The following scope of work (SOW) and budget will allow KE to support MSWD with the implementation of the Operations and Maintenance of the existing RES-BCT through December 2027.

1. Existing RES-BCT Operations and Maintenance
 - a. RFP process for ongoing O&M services

FEES

Kenwood Energy proposes to bill on an hourly basis. KE's hourly rates are:

Senior Engineer	\$225.00 per hour
Senior Analyst	\$185.00 per hour

Estimate

Task	Sub-Task	Senior Engineer Hours	Senior Analyst Hours	Cost
1	Meetings	4	4	\$1,640.00
2	Management of Onsite Repairs	0	0	\$0.00
3	RFP Development	2	2	\$820.00
4	RFP Process	6	2	\$1,720.00
5	Contracting	2	2	\$820.00
6	Close Out	2	2	\$820.00
			Subtotal	\$5,000.00
			Contingency	15%
			Contingency	\$750.00
			Total	\$5,750.00

Costs include expenses. Kenwood Energy will submit monthly progress payment invoices. Payments shall be made within 30 days of receiving Kenwood Energy's invoice.

Mission Springs Water District (MSWD)
Kenwood Energy Scope of Work

Kenwood Energy (KE) is requesting an Amendment to the contract to add additional cost and time. This change reflects additional work load and corresponding budget impacts resulting from the project extending beyond the original project schedule due to wire theft and unforeseen repairs to inverters and motors.

The following scope of work (SOW) and budget will allow KE to support MSWD with the implementation of the Operations and Maintenance of the existing RES-BCT through December 2027.

1. Existing RES-BCT Operations and Maintenance
 - a. Ongoing Project Management of onsite repairs completed by PVCA for the Little Morongo/19th Avenue RES-BCT Solar Site Repairs Project

FEES

Kenwood Energy proposes to bill on an hourly basis. KE's hourly rates are:

Senior Engineer	\$225.00 per hour
Senior Analyst	\$185.00 per hour

Estimate

Task	Sub-Task	Senior Engineer Hours	Senior Analyst Hours	Cost
1	Meetings	6	6	\$2,460.00
2	Management of Onsite Repairs	0	0	\$0.00
3	RFP Development	0	0	\$0.00
4	RFP Process	0	0	\$0.00
5	Contracting	1	1	\$410.00
6	Close Out	2	2	\$820.00
		2	Subtotal	\$3,690.00
			Contingency	15%
			Contingency	\$553.50
			Total	\$4,243.50

Costs include expenses. Kenwood Energy will submit monthly progress payment invoices. Payments shall be made within 30 days of receiving Kenwood Energy's invoice.

Company Overview

Kenwood Energy is an energy management consulting firm that acts as an advocate for our customers, serving as a source of independent information and guidance that enables customers to make informed decisions for achieving their goals related to energy use, GHG emissions and sustainability.

The services offered by Kenwood Energy fall into four categories:

- **Energy Management** – Our energy management services focus on the development of comprehensive energy assessments and plans, with expertise that includes lighting, refrigeration, pumping, fans, air conditioning, heating, hot water, and manufacturing processes. Our assessments include technical and financial parameters that identify payback periods and cost, allowing our clients to make more informed implementation decisions.
- **Renewable Energy Generation** – We formulate sophisticated energy output projections and feasibility analyses to assess renewable energy options for our clients. We provide technical expertise to support implementation by developing Requests for Proposals and construction specifications, aiding in vendor selection after the evaluation of proposals, and providing support and supervision during installation. We have extensive experience with solar electricity, solar thermal, wind, fuel cells, battery storage, and conventional cogeneration.
- **Sustainability** – Kenwood Energy has been helping customers reduce their environmental footprint while improving reliability and reducing operating costs. We have supported our customers in reducing and quantifying their greenhouse gas (GHG) emissions and developing Action Plans that define how targets will be reached, reported, and tracked. We also support our customers in the application of Energy Storage Systems (ESS) and microgrids to isolate them from planned and unplanned utility outages.
- **Energy Modeling** – Models developed by Kenwood Energy evaluate detailed energy consumption information in combination with relevant rates, reflecting not only differences between traditional utility providers but also the impact of Community Choice Aggregation (CCA) entities. Within rate categories, our models adjust for specifics such as seasonal changes, time-of-use differences, non-bypassable charges, and the power charge indifference adjustment (PCIA). The electricity rates are updated as needed, corresponding with published changes made by the relevant utility or CCA.
 - On-site renewable energy: our model includes detailed area specific weather profiles and evaluate the impacts of programs such as net-energy metering, aggregated net metering, and lesser-known options such as the Renewable Energy Self-Generation Bill Credit Transfer program (RES-BCT) for local governments.
 - On-site ESS: building on the renewable energy model, this model captures detailed battery performance parameters and optimizes system sizing in light of customer energy use and goals, such as reliability, peak energy reduction or overall cost savings.

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING

MEETING DATE: SEPTEMBER 17, 2026

FROM: DANNY FRIEND, DIRECTOR OF OPERATIONS

FOR: ACTION



AWARD CONTRACT TO KENWOOD ENERGY FOR THE RENEWABLE ENERGY CREDITS REQUEST FOR PROPOSAL

STAFF RECOMMENDATION

It is recommended to authorize the General Manager to execute a general services contract agreement with Kenwood Energy for the Renewable Energy Credit Request for Proposal, in an amount not-to-exceed \$23,281.25.

SUMMARY

In 2025, MSWD entered into a solar power purchase agreement with Trident Mission Springs, LLC (Trident). Following completion of two of the three solar sites, Trident provided an option for the sale of Renewable Energy Credits (RECs). The proposal was based on actual production from the first quarter and estimated production for the remaining three quarters of the year for the Horton PPA Solar Site only. Staff then engaged Kenwood Energy (KE) to better understand the available options and recommended next steps. At the July 8th Board Workshop, KE provided additional information, presented several options, and recommended issuing an RFP to obtain the best value.

ANALYSIS AND FISCAL IMPACT

KE's analysis indicates that selling RECs could create a new revenue stream for the District while allowing it to continue receiving the financial benefits associated with solar energy production through its current NEM and RES-BCT projects. Staff believes the information presented by KE provides a useful framework for evaluating the financial benefits and associated risks of participating in the REC market. The Board may wish to consider whether the potential revenue opportunity outweighs the operational, communication, and reputational considerations associated with transferring the RECs generated by the District's solar facilities. The cost of this action will be funded through Job No. 11776 and evaluated during the FY 2026-27 budget process for any necessary adjustments.

BUDGET INFORMATION & STRATEGIC PLAN IMPLEMENTATION

Action Cost:	Current FY Cost:	Future FY Cost:	Funding Source	Acct/Project No.
\$23,281.25	\$23,281.25	\$0.00	201	11776
Covered in current FY budget?	Adjustment Needed?	Current Balance:	Balance if Approved:	
Yes	No	\$364,776.25	\$341.495.00	
Strategic Plan Goal Alignment:				
Example: SMART Goal 3.1 - Conduct long range financial planning to ensure adequate and reliable revenue streams.				

ATTACHMENTS

Attachment 1 - Contract Agreement - Kenwood Energy_COMBINED

**AGREEMENT FOR GENERAL SERVICES BY INDEPENDENT CONTRACTOR
RENEWABLE ENERGY CREDITS REQUEST FOR PROPOSAL
PROJECT DIR # N/A**

THIS AGREEMENT FOR GENERAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **October 1, 2026**, by and between the MISSION SPRINGS WATER DISTRICT, a County Water District ("DISTRICT") whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **Kenwood Energy**, a *California corporation* whose address is **P.O. Box 692, Kenwood, CA 95452** ("CONTRACTOR").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage CONTRACTOR to provide the following services: **support the District in conducting a Request for Proposals (RFP) process to identify and select a qualified firm to purchase Renewable Energy Credits (RECs) and/or provide marketing and sales management services for the District's RECs;** and

B. CONTRACTOR has made a proposal ("Proposal") to the DISTRICT to provide such services, which Proposal is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and

C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2027**, unless extended by the parties with the approval of the General Manager.

2. **Services to be Performed.** CONTRACTOR agrees to provide the services ("Services") contained in the Proposal. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates **Tim Holmes** as CONTRACTOR'S person(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager ("Project Manager") in connection with the delivery of Services under

cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of **\$23,281.25.**

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing.

4.03 The DISTRICT shall not be obligated to pay any invoice for services that is submitted more than sixty (60) days after the date such services were provided.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees, and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state

and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.11 In the performance of this contract the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

5.12 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown

conditions, which will materially affect the performance of the Services hereunder, CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services under the Agreement to be of good quality and free from any defective or faulty material and workmanship. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.13 Time is of the essence in the performance of this Agreement.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and

completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY ☐ (Technology Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. CONTRACTOR will file with DISTRICT, before beginning services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to DISTRICT evidencing.

c. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

d. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the named insured for DISTRICT; but this provision applies regardless of whether or not DISTRICT has received a waiver of subrogation from the insurer.

e. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause, copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

f. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage

and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

g. Required Provisions -

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT, its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. CONTRACTOR shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work.

- Waiver of Subrogation: The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- Primary Coverage: For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever to the extent caused by CONTRACTOR's negligent acts or omissions in the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee

of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, either party, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of DISTRICT. However, CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other

employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the highest standards in performing the Services required hereunder and that all materials will be of good quality, fit for the purpose intended. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

10.04 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.05 CONTRACTOR shall have no authority to bind DISTRICT in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At the DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use,

any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination of all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records. Notwithstanding the foregoing, CONTRACTOR's accounting records shall not be subject to audit on Services performed on a fixed price/lump sum basis.

12. Miscellaneous Provisions.

12.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

12.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

12.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

12.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

12.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

12.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or

subcontractor.

12.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

12.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. The CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

12.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

12.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

12.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

12.12 Confidentiality. All information gained or work product produced by

CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the District General Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

12.13 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

12.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other

rights or remedies for the same default or any other default by the other party.

12.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

12.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

12.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

MISSION SPRINGS WATER DISTRICT

CONTRACTOR:

KENWOOD ENERGY

By: _____

Print
Name _____

Title: _____

Date: _____

By: _____

Print
Name _____

Title: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK & PROPOSAL

(insert behind this page)

Mission Springs Water District (MSWD)

Kenwood Energy Scope of Work

MSWD is considering the sale of the renewable energy credits (RECs) created by the generation of solar energy at four solar facilities. Kenwood Energy (KE) proposed to support the MSWD by leading the through an RFP process that identifies a company that will buy the RECs and/or manage the marketing and sale of the RECs, via the following tasks.

1. Kickoff Meeting:
 - a. Discuss project goals and objectives
 - b. Finalize the scope of each of the KE tasks
 - c. Develop an implementation schedule
2. RFP development
 - a. Develop a draft RFP
 - b. Work with the District to incorporate the RFP into District documents
 - c. Finalize the RFP for release
3. RFP support
 - a. Answer questions to the RFP
 - b. Draft RFP addenda
4. Contracting
 - a. Evaluate Proposals
 - b. Complete cash flows of each proposal to determine the benefit to the District
 - c. Negotiate the final scope of work for the selected contractor
5. Board Support
 - a. Draft and finalize a presentation for the Board
 - b. Deliver Presentation
 - c. Respond to Board or public questions
6. Meetings: Miscellaneous meetings to discuss designs, schedules, critical path items, review initial results, coordination with the design team, etc.

SCHEDULE

The scope and schedule are based on the work being completed in a six-month timeline.

ESTIMATE

Kenwood Energy proposes to bill on an hourly basis. KE's hourly rates are:

Senior Engineer \$225.00 per hour
Senior Analyst \$185.00 per hour
Estimate: \$23,281.25.00

Task	Sub-Task	Senior Engineer Hours	Senior Analyst Hours	Cost
1	Project Management	14	13	\$5,555.00
2	RFP Development	10	6	\$3,360.00
3	Bidding Support	12	6	\$3,810.00
4	Contracting	12	8	\$4,180.00
5	Board Support	6	2	\$1,720.00
			Subtotal	\$18,625.00
			Contingency	25%
			Contingency	\$4,656.25
			Total	\$23,281.25

Costs include expenses. Kenwood Energy will submit monthly progress payment invoices. Payments shall be made within 30 days of receiving Kenwood Energy's invoice.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING

MEETING DATE: SEPTEMBER 17, 2026

FROM: DANNY FRIEND, DIRECTOR OF OPERATIONS

FOR: ACTION



APPROVE CHANGE ORDER NO. 3 TO PHOTOVOLTAICS CALIFORNIA FOR THE LITTLE MORONGO & 19TH AVENUE RES-BCT SOLAR SITE REPAIRS PROJECT

STAFF RECOMMENDATION

It is recommended to authorize the General Manager to approve Change Order No. 3 to the contract with Photovoltaics California for the Little Morongo & 19th Ave. RES-BCT Solar Site Repairs Project in the amount of \$137,833.06, plus a 10% contingency, for a total of \$151,616.37. This action will increase the contract amount from \$324,752.20 to a not-to-exceed amount of \$476,368.56. It is also recommended that the Board approve augmenting Capital Job No. 11900 by \$228,000, for a total project budget of \$561,881.

SUMMARY

In March 2026, following a competitive bid process for maintenance and repair services at the Little Morongo & 19th Ave. solar facility, the District entered into a contract with PVCA for solar tracking system restoration, balance-of-system remediation, and related appurtenances. During construction, a major wire theft halted progress. After replacement wiring was installed, additional troubleshooting identified several inverters and tracker motors requiring replacement. Change Order No. 3 includes seven inverters, four tracker motors, and installation of a 120-volt electrical circuit for permanent security cameras. The proposed budget augmentation will fund these costs and future security improvements.

ANALYSIS AND FISCAL IMPACT

The original contract scope included repairs of the solar tracking system and associated electrical infrastructure. During construction, wire theft and subsequent troubleshooting identified additional equipment failures not included in the original scope. Installation of a dedicated 120-volt electrical circuit is also required to support the future permanent security camera system and reduce the risk of future theft and vandalism. Approval of Change Order No. 3 will allow completion of the remaining repairs necessary to restore reliable operation. Staff recommends approval of the change order and budget augmentation to complete the project. Funding will be provided through Capital Job No. 11900.

BUDGET INFORMATION & STRATEGIC PLAN IMPLEMENTATION

Action Cost:	Current FY Cost:	Future FY Cost:	Funding Source	Acct/Project No.
\$228,000.00	\$333,881.00	\$0.00	101	11900
Covered in current FY budget?		Adjustment Needed?	Current Balance:	Balance if Approved:
No		Yes	\$57,377.00	\$285,377.00
Strategic Plan Goal Alignment:				
SMART Goal 5.1 - Increase Use of Sustainable Energy Sources and Optimize Efficiencies				

ATTACHMENTS

Attachment 1 - Change Order No. 3_COMBINED NEW, Attachment 2 - Change Order Nos. 1 and 2

CHANGE ORDER

Change Order No. 3

Date: September 21, 2026

Agreement Date: March 17, 2026

Sheet: 1 of 2

Owner: **Mission Springs Water District**

Project Description: **Little Morongo/19th Avenue RES-BCT Solar Site Repairs**

Contractor: **Photovoltaics California**

The following changes are hereby made to the Contract:

The contract amount is increased to provide additional labor, materials, equipment, and services necessary to complete the project, including the procurement and installation of replacement components and other improvements required to maintain reliable system operations.

JUSTIFICATION

An increase to the contract amount is requested due to project delays associated with critical repairs necessary to maintain continuous system operations, as well as extended troubleshooting efforts resulting from theft and vandalism incidents at the project site. The additional funding will support the purchase and installation of replacement inverters and trackers, as well as an electrical outlet build-out and tap to accommodate future security camera installations. These improvements are necessary to restore and protect project infrastructure, enhance site security, and ensure successful project completion.

CHANGE IN CONTRACT AMOUNT

Original Contract Amount	<u>\$295,229.27</u>
Current Contract Amount (Including Previously Approved Change Orders)	<u>\$324,752.20</u>
Additional Cost Included in This Change Order	<u>\$137,833.06</u>
Total Revised Contract Amount	<u>\$462,585.26</u>

CHANGE IN CONTRACT TIME

Contract Time Will Be Increased	<u>0 Calendar Days</u>
Date for Completion of All Work	<u>February 19, 2027</u>

APPROVALS REQUIRED

To be effective, this Change Order must be approved by the Owner if it changes the scope or objective of the Project, or as may otherwise be required by the Contract Documents.

Requested by: _____	Date: _____
Mission Springs Water District Danny Friend - Director of Operations	

Recommended by: _____	Date: _____
Mission Springs Water District Danny Friend - Director of Operations	

Approved by: _____	Date: _____
Mission Springs Water District Brian E. Macy, P.E. - General Manager	

Accepted by: _____	Date: _____
Photovoltaics California Luke Pollinger - President	

Change Order Request 2052 - COR-002

Aug 24, 2026

PROJECT NAME	PROJECT NUMBER	PROJECT ADDRESS
MSWD Wind Damage and Motor Repair	2052	33.911364, -116.528059, Desert Hot Springs, CA, 92240

To

NAME	EMAIL
Danny Friend	DFriend@mswd.org

COMPANY	ADDRESS
Mission Springs Water District	66575 2nd St, Desert Hot Springs, CA, 92240

From

NAME	EMAIL
Dylan Grois	dgrois@pvca.com

COMPANY	ADDRESS
PVCA	3723 Old Santa Rita Rd ste 13, Pleasanton, CA, 94588

Subject

7 Inverter Replacement

DAYS VALID	SCHEDULE EXTENSION REQUESTED
45 Days	30 Days

SCOPE OF WORK

Replace seven (7) faulty inverters with brand new SMA Tripower X 25kW units.
Scope of work includes:

Removal and proper disposal of the existing faulty inverters
Modification of mounting hardware as required to accommodate the new units
Electrical termination and connection of the new inverters
Testing and commissioning of the installed inverters

Total	\$39,463.06
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Total	\$39,463.06
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Change Order Request 2052 - COR-004

Aug 24, 2026

PROJECT NAME	PROJECT NUMBER	PROJECT ADDRESS
MSWD Wind Damage and Motor Repair	2052	33.911364, -116.528059, Desert Hot Springs, CA, 92240

To		From	
NAME	EMAIL	NAME	EMAIL
Danny Friend	DFriend@mswd.org	Dylan Grois	dgrois@pvca.com
COMPANY	ADDRESS	COMPANY	ADDRESS
Mission Springs Water District	66575 2nd St, Desert Hot Springs, CA, 92240	PVCA	3723 Old Santa Rita Rd ste 13, Pleasanton, CA, 94588

Subject
NTE (4) Motor Replacment

DAYS VALID	SCHEDULE EXTENSION REQUESTED
45 Days	30 Days

SCOPE OF WORK

This is a Not-to-Exceed (NTE) amount based on a worst case scenario of additional motor failures that may be discovered during commissioning. During tracker commissioning, further mechanical failures of the motors are anticipated. This NTE serves as a catch all allowance covering the maximum anticipated cost if all four motors require replacement. This NTE represents the maximum expected cost for these repair activities.

Total	\$84,660.00
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Total	\$84,660.00
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Change Order Request 2052 - COR-007

Aug 24, 2026

PROJECT NAME	PROJECT NUMBER	PROJECT ADDRESS
MSWD Wind Damage and Motor Repair	2052	33.911364, -116.528059, Desert Hot Springs, CA, 92240

To		From	
NAME	EMAIL	NAME	EMAIL
Danny Friend	DFriend@mswd.org	Dylan Grois	dgrois@pvca.com
COMPANY	ADDRESS	COMPANY	ADDRESS
Mission Springs Water District	66575 2nd St, Desert Hot Springs, CA, 92240	PVCA	3723 Old Santa Rita Rd ste 13, Pleasanton, CA, 94588

Subject

120 Outlet Build & Tap for future security camera install

DAYS VALID	SCHEDULE EXTENSION REQUESTED
45 Days	30 Days

SCOPE OF WORK

PVCA to tap leg at SWGR, install isolation transformer, racking, and two outlets at pad. This work includes all labor and materials.

Assumption:
Leg is available to tap, CO Price can Increase if we need to install a new MCC Breaker at Main Switch.

Total	\$13,710.00
Total	\$13,710.00

CHANGE ORDER

Change Order No. 2

Date: August 27, 2026

Agreement Date: March 17, 2026

Sheet: 1 of 2

Owner: **Mission Springs Water District**Project Description: **Little Morongo/19th Avenue RES-BCT Solar Site Repairs**Contractor: **Photovoltaics California**

The following changes are hereby made to the Contract:

The Contract term is being extended and an increase to the contract amount for the downpayment to purchase replacement inverters and trackers as provided in this Change Order.

JUSTIFICATION

A contract term extension is being requested as the project has been delayed due to critical repairs needed to maintain system operations and ongoing troubleshooting activities due to incidents of theft and vandalism at the project site. The extension will extend the current contract term to allow the work to continue and be completed without interruption.

The contract amount is being increased for the use of the remaining contingency amount of \$3,557.93 for downpayment of the inverters and trackers. Based on current schedule, this will allow material delivery in October rather than December. While an additional change order for a contract amount increase will be forthcoming for the remaining cost of the labor and materials for the seven inverters and two trackers, it is essential to issue a cost increase for the downpayment to minimize further delay of contract completion.

CHANGE IN CONTRACT AMOUNT

Original Contract Amount	<u>\$295,229.27</u>
Current Contract Amount (Including Previously Approved Change Orders)	<u>\$321,194.27</u>
Additional Cost Included in This Change Order	<u>\$3,557.93</u>
Total Revised Contract Amount	<u>\$324,752.20</u>

CHANGE IN CONTRACT TIME

Contract Time Will Be Increased	<u>190 Calendar Days</u>
Date for Completion of All Work	<u>February 19, 2027</u>

APPROVALS REQUIRED

To be effective, this Change Order must be approved by the Owner if it changes the scope or objective of the Project, or as may otherwise be required by the Contract Documents.

Requested by: <u>Daniel Friend</u>	Date: <u>09/02/2026</u>
Mission Springs Water District Danny Friend - Director of Operations	
Recommended by: <u>Daniel Friend</u>	Date: <u>09/02/2026</u>
Mission Springs Water District Danny Friend - Director of Operations	
Approved by: <u>Brian Macy</u>	Date: <u>09/02/2026</u>
Mission Springs Water District Brian E. Macy, P.E. - General Manager	
Accepted by: <u></u>	Date: <u>9/1/26</u>
Photovoltaics California Luke Pollinger - President	

CHANGE ORDER

Change Order No. 2

Date: August 27, 2026

Agreement Date: March 17, 2026

Sheet: 1 of 2

Owner: Mission Springs Water District**Project Description: Little Morongo/19th Avenue RES-BCT Solar Site Repairs****Contractor: Photovoltaics California**

The following changes are hereby made to the Contract:

The Contract term is being extended and an increase to the contract amount for the downpayment to purchase replacement inverters and trackers as provided in this Change Order.

JUSTIFICATION

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The contract amount is being increased for the use of the remaining contingency amount of \$3,557.93 for downpayment of the inverters and trackers. Based on current schedule, this will allow material delivery in October rather than December. While an additional change order for a contract amount increase will be forthcoming for the remaining cost of the labor and materials for the seven inverters and two trackers, it is essential to issue a cost increase for the downpayment to minimize further delay of contract completion.

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CHANGE IN CONTRACT TIME

Contract Time Will Be Increased	<u>190 Calendar Days</u>
Date for Completion of All Work	<u>February 19, 2027</u>

APPROVALS REQUIRED

To be effective, this Change Order must be approved by the Owner if it changes the scope or objective of the Project, or as may otherwise be required by the Contract Documents.

Requested by: <u>Daniel Friend</u>	Date: <u>09/02/2026</u>
Mission Springs Water District Danny Friend - Director of Operations	
Recommended by: <u>Daniel Friend</u>	Date: <u>09/02/2026</u>
Mission Springs Water District Danny Friend - Director of Operations	
Approved by: <u>Brian Macy</u>	Date: <u>09/02/2026</u>
Mission Springs Water District Brian E. Macy, P.E. - General Manager	
Accepted by: <u></u>	Date: <u>9/1/26</u>
Photovoltaics California Luke Pollinger - President	

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING
MEETING DATE: SEPTEMBER 17, 2026
FROM: MARION CHAMPION, ASSISTANT GENERAL MANAGER
FOR: ACTION



ENTERPRISE AGREEMENT FOR THE ESRI ADVANTAGE PROGRAM

STAFF RECOMMENDATION

It is recommended to authorize the General Manager to execute a one year ESRI Small Utility Enterprise Agreement for the ESRI Advantage Program, in an amount not to exceed \$65,150.

SUMMARY

The ESRI Advantage Program is a valuable resource that supports the District's GIS development. These services can be applied to major technical enhancements, strategic GIS planning, system optimization, and other specialized initiatives that typically require separate contracts with third-party consultants. By leveraging the Advantage Program, MSWD can access expert guidance and technical support while maximizing the value of its GIS investment.

ANALYSIS AND FISCAL IMPACT

The ESRI Advantage Program has provided meaningful value to MSWD over the past year through GIS planning, technical support, implementation assistance, roadmap evaluation, and development of tracing capabilities. Renewal of the program will provide up to 100 hours of consulting services and technical expertise that would otherwise require separate contracted services. Continued participation will support the District's ongoing GIS initiatives, strategic planning efforts, and system enhancements while maximizing the value of MSWD's GIS investment.

BUDGET INFORMATION & STRATEGIC PLAN IMPLEMENTATION

Action Cost:	Current FY Cost:	Future FY Cost:	Funding Source	Acct/Project No.
\$65,150.00	\$65,150.00	NA	101 Operating	101-513-53320
Covered in current FY budget?		Adjustment Needed?	Current Balance:	Balance if Approved:
Yes		No	\$589,358.32	\$524,208.32
Strategic Plan Goal Alignment:				
SMART Goal 6.1.14 which focuses on leveraging technology and supporting decision-making through reliable data.				

ATTACHMENTS

Attachment 1 - Proposed ESRI Small Utility Enterprise Agreement, Attachment 2 - Previously Executed ESRI Small Utility Enterprise Agreement



Quotation # Q-568843

Item 20.

Date: July 7, 2026

Customer # 269297 Contract #

Mission Springs Water District
66575 2nd St
Desert Hot Springs, CA 92240-3711

ATTENTION: Brian Macy
PHONE: (760) 329-6448
EMAIL: bmacy@mswd.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 7/7/2026 To: 10/5/2026

Material	Qty	Term	Unit Price	Total
161877	1	Year 1	\$65,150.00	\$65,150.00

Small Government and Local Utility EA Esri Advantage Program: 50 Advisor Hours/ 50 Learning and Services Credits - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 50 Advisor hours; Technology Webcasts and 50 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services>.

Subtotal:	\$65,150.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$65,150.00

Subject to existing agreement #00343973.0

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Suzanne Timani	Email: stimani@esri.com	Phone: (909) 793-2853 x1627
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		

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Quotation # Q-568843

Item 20.

Date: July 7, 2026

Customer # 269297 Contract #

Mission Springs Water District
66575 2nd St
Desert Hot Springs, CA 92240-3711

ATTENTION: Brian Macy
PHONE: (760) 329-6448
EMAIL: bmacy@mswd.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 7/7/2026 To: 10/5/2026

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Suzanne Timani

Email:

stimani@esri.com

Phone:

(909) 793-2853 x1627

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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TIMANIS

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-552263

Item 20.

Date: July 3, 2025

Customer # 269297 Contract #

Mission Springs Water District
66575 2nd St
Desert Hot Springs, CA 92240-3711

ATTENTION: Brian Macy
PHONE: (760) 329-6448
EMAIL: bmacy@mswd.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 7/3/2025 To: 10/1/2025

Material	Qty	Term	Unit Price	Total
161877	1	Year 1	\$62,150.00	\$62,150.00

Small Government and Local Utility EA Esri Advantage Program: 50 Advisor Hours/ 50 Learning and Services Credits - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 50 Advisor hours; Technology Webcasts and 50 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services>.

Subtotal:	\$62,150.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$62,150.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Suzanne Timani

Email:

stimani@esri.com

Phone:

(909) 793-2853 x1627

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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TIMANIS

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-552263

Item 20.

Date: July 3, 2025

Customer # 269297 Contract #

Mission Springs Water District
66575 2nd St
Desert Hot Springs, CA 92240-3711

ATTENTION: Brian Macy
PHONE: (760) 329-6448
EMAIL: bmacy@mswd.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 7/3/2025 To: 10/1/2025

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☒ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Brian E Macy
Brian E Macy (Aug 29, 2025 10:22:57 PDT)

August 26, 2025

Signature of Authorized Representative

Date

Brian E. Macy, PE

Name (Please Print)

General Manager

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Suzanne Timani

Email:

stimani@esri.com

Phone:

(909) 793-2853 x1627

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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TIMANIS

This offer is limited to the terms and conditions incorporated and attached herein.

Advantage Program Agreement



Agreement No. 00343973.0

This Advantage Program Agreement ("Agreement") is between the entity shown below ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement sets forth the terms under which Esri provides the Advantage Program to the Customer. This Agreement does not apply to Software, Online Services, Data, or Maintenance, or to development Professional Services. The terms of use for these Esri Offerings are set forth in the applicable signed master agreement or, if the Customer has no such agreement, the terms of Esri's Master Agreement found at <https://www.esri.com/en-us/legal/terms/full-master-agreement>.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. This Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

Mission Springs Water District
(Customer)
Legal Address: 66575 Second Street, DHS, CA 92240
By: Brian E Macy
Brian E Macy (Aug 20, 2025 10:32 AM PDT)
Authorized Signature
Printed Name: Brian E. Macy, PE
Title: General Manager
Date: August 26, 2025

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (Esri)
380 New York Street, Redlands, CA 92373-8100
By: [Signature]
Authorized Signature
Printed Name: Stacy McEwan
Title: Associate Director - PS Contracts
Date: Aug 8, 2025

Customer Contact Information

Contact: Ryan Goodner-Belli
Address: 66575 Second Street
City, State, ZIP: DHS, CA 92240

Telephone: (760) 668-4947
Fax: (760) 329-2482
Email: rgoodner-belli@mswd.org

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source materials.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 OWNERSHIP OF DELIVERABLES. Esri or its licensors own and retain ownership of Deliverables.

2.1 System and Data Access. Each Activity Description will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

3.0 ESRI MANAGED CLOUD SERVICES

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

3.2 Provision of Esri Managed Cloud Services.

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.

- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Activity Description. Thereafter, Esri deduct Learning and Service Credits monthly for the Esri Managed Cloud Services to be provided the following month. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment.
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

4.0 TRAINING

4.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer's Learning Management System.
- c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
- d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- e. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **"Esri Training Representative"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- g. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
- i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
- j. **"Learning Management System" or "LMS"** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer's internal employees.

4.2 Permitted and Prohibited Uses.

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

4.3 Esri's Responsibilities.

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

4.4 Customer's Responsibilities.

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
 - 1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
 - 2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
 - 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

4.5 Student Registration and Training Event Change Policy.

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

4.6 Compensation.

- a. Esri will deduct Customer Learning and Service Credits upon completion of the Esri Training Event or on purchase of a Training Pass.

4.7 Availability and General Provision of Wireless Service

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

4.8 Esri E-Learning in the Customer's Learning Management System

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf>
- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf>

5.0 ADVANTAGE PROGRAM

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **"Premium Support Services"** or **"PSS"** means a prioritized incident management and technical support program further described at <https://support.esri.com/en/support/premium>.
- f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

5.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including

Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

5.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____

Address: _____

City, State, ZIP: _____

Email: _____

Telephone: _____

Fax: _____

5.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

5.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

5.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example

of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.

- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

5.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and meal per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Customer will use Learning and Services Credits for travel and per diem expenses.

5.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

5.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

5.10 Invoicing.

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

5.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

“Affiliate” means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where “Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“API” means application programming interface.

“ArcGIS Website” means www.arcgis.com and any related or successor websites.

“Authorization Code(s)” means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

“Beta” means any alpha, beta, or other prerelease version of a Product.

“Cloud Services” means Esri Managed Cloud Services.

“Content” means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

“Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“Customer Content” means any Content that Customer provides, uses, or develops in connection with Customer’s use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

“Data” means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

“Deliverables” means anything that Esri delivers to Customer as a result of performance of Professional Services.

“Documentation” means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

“Esri Managed Cloud Services” means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer’s end users via the Internet.

“Esri Offering(s)” means Training or Professional Services that Esri provides directly to Customer, including Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

“GIS” means geographic information system.

“Maintenance” means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

“Malicious Code” means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

“Online Services” means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

“Ordering Document(s)” means a sales quotation, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

“Perpetual License” means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

“Product(s)” means Software, Data, and Online Services.

“Professional Services” means any development or consulting services that Esri provides to Customer.

“Sample(s)” means sample code, sample applications, add-ons, or sample extensions of Products.

“Service(s)” means Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

“Software” means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

“Specification(s)” means (i) the scope of work set forth in any Activity Description, or (ii) Esri’s published course descriptions for Training.

“Subscription” means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

“Task Order(s)” means an Ordering Document for Services.

“Term License” means a license for use of an Esri Offering for a limited time period (**“Term”**).

“Third-Party Content” means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri’s website.

“Training” means (i) Product training or (ii) related training that Esri provides under this Agreement.

“Training Materials” means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

“Value-Added Application(s)” means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or Dynamic Link Libraries;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example
 1. Disclosed in source code form to third parties;
 2. Licensed to third parties for the purpose of making derivative works; or
 3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered “as is” and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

B.3.4 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
- c. **Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer.** As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities at its option and such AI/ML capabilities are delivered “as is” and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom

AI/ML models to meet Customer's unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer's own risk.

B.3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability.

- (a) **Neither Customer, Esri, nor any Esri authorized distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services.**
- (b) **Neither Customer, Esri nor any Esri authorized distributor or third-party licensor will be liable for any direct damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri during the twelve (12) month period prior to the date upon which the related claim arose.**

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

B.5.2 Infringement Indemnity.

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, subscriptions, and Maintenance.

- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnatee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
 1. Premises and operations;
 2. Blanket contractual liability;
 3. Broad form property damage;
 4. Independent contractors;
 5. Personal injury, with employee exclusion deleted; and
 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <https://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport,

transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, Syria, North Korea, Cuba, Russia, Belarus, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR or (iii) is subject to the EAR where the cloud host is on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/overview>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive, hate-related or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 - 1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 - 2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Reserved.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's authorized distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may

include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

ESRI Advantage Program Agreement_NEED BM SIGNATURE

Final Audit Report

2025-08-29

Created:	2025-08-26
By:	Amanda Lucas (alucas@mswd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV-QPRwTaKbl8dFik7Pk74HAXjyYrJHRd

"ESRI Advantage Program Agreement_NEED BM SIGNATURE" History

-  Document created by Amanda Lucas (alucas@mswd.org)
2025-08-26 - 11:34:22 PM GMT
-  Document emailed to bmacy@mswd.org for signature
2025-08-26 - 11:34:27 PM GMT
-  Email viewed by bmacy@mswd.org
2025-08-26 - 11:35:09 PM GMT
-  Email viewed by bmacy@mswd.org
2025-08-29 - 5:22:32 PM GMT
-  Signer bmacy@mswd.org entered name at signing as Brian E Macy
2025-08-29 - 5:22:55 PM GMT
-  Document e-signed by Brian E Macy (bmacy@mswd.org)
Signature Date: 2025-08-29 - 5:22:57 PM GMT - Time Source: server
-  Agreement completed.
2025-08-29 - 5:22:57 PM GMT

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING
MEETING DATE: SEPTEMBER 17, 2026
FROM: DANNY FRIEND, DIRECTOR OF OPERATIONS
FOR: ACTION



NEW CAPITAL BUDGET REQUEST FOR WELL 34 DOWNHOLE EQUIPMENT REPAIRS PROJECT

STAFF RECOMMENDATION

It is recommended to authorize the General Manager to approve a capital budget augmentation of \$132,570.00 creating a project number to cover material and installation costs for the Well 34 Downhole Equipment Repairs project.

SUMMARY

Well 34 experienced a mechanical failure and was subsequently removed from service. Following evaluation by South West Pump & Drilling, Inc. (SWPD), the District determined the well required major repairs and modifications to restore reliable operation. The proposed work includes installation of a new oil-lube pump assembly, replacement of line shaft components and bearings, installation of associated appurtenances, startup, and disinfection. The work will be performed through Task Order No. 3 under the SWPD's existing on-call well maintenance and repair services contract.

ANALYSIS AND FISCAL IMPACT

Well 34 is a critical component of the District's potable water production system. Following the mechanical failure, SWPD performed an assessment and identified repairs necessary to restore the well to service. The recommended work is expected to improve long-term reliability and reduce future maintenance requirements. The proposed task order amount is \$132,567.03, including contingency. Staff recommends establishing a dedicated capital project budget to separately track all costs associated with the Well 34 repair effort. Approval of the budget augmentation will provide funding for the proposed repairs and any associated project costs necessary to return the well to service.

BUDGET INFORMATION & STRATEGIC PLAN IMPLEMENTATION

Action Cost:	Current FY Cost:	Future FY Cost:	Funding Source	Acct/Project No.
\$132,570.00	\$132,570.00	\$0.00	Capital 201	TBD
Covered in current FY budget?		Adjustment Needed?	Current Balance:	Balance if Approved:
No		Yes	\$0.00	\$132,570.00
Strategic Plan Goal Alignment:				
SMART Goal 4.3 - Maintain and renew assets while facilitating strategic Capital Improvements.				

ATTACHMENTS

Attachment 1 - SWPD -Task Order No. 3

**Mission Springs Water District
Contract Task Order No.: 3**

Contractor: South West Pump & Drilling, Inc.	Date of Request: August 5, 2026
Contract Project Title or Prime Contract: On-Call Well and Booster Maintenance and Repair Services	
Task Order Title (if different than original): Well 34 Convert Bowl to Oil Lubricated & Install	Contract/PO Number:
DIR Project #: 20250584125	Period of Performance: August 1, 2026 - October 31, 2026
Task Order Amount: \$132,567.03 (including of a 10% contingency in the amount of \$12,051.55)	Original Contract Price: \$150,000.00
Change Order No. 1 Price Increase: \$726,404.69	Change Order No. 2 Price Increase: N/A
Total Not-to-Exceed Contract Amount: \$876,404.69	Remaining Contract Balance: \$21,687.93
GL #/Project #: TBD (Future Well 34 Budget)	
Summary of work to be performed for task order: See attached proposal No. P3022	
Comments:	
Requested By: Danny Friend	Accepted By: Danny Friend
MSWD Contract Manager: Danny Friend	Phone Number: (760) 404-8023
Contractor Project Manager: Brian Jeffers	Phone Number: (760) 398-3977
AUTHORIZED SIGNATURES	
Mission Springs Water District	Contractor: South West Pump & Drilling, Inc.
Print Name: Brian E. Macy, PE	Print Name: Brian Jeffers
Signature: <i>Brian Macy</i>	Signature: 
Title: General Manager	Title: Vice President
Date: 08/10/2026	Date: 8/6/2026



53-381 Highway 111
Coachella
California 92236
Tel: 760.398.3977

PROJ
Item 21.

Proposal No: P3022

Date: 7/14/2026

Bill To:

Mission Springs Water District
66-575 Second Street
Desert Hot Springs, CA 92240

Danny Friend
Well No. 34
Karen Ave & Mission Lakes Blvd
Desert Hot Springs, CA 92240

Job No: SALES

Customer P. O. Number:

Desert Hot Springs Tax 8.75%

Description

Extended Price

Supply Material Needed to Convert Bowl Assembly From Water Flush to Oil Lubricated Pumping Equipment	2,523.00
Supply (45) New 1-11/16-Inch x 10-TPI Carbon Steel Line Shaft Couplings	2,700.00
Supply 780-Feet of 3-Inch x 1-11/16-Inch x 20-Foot Oil Tube & Oil Lube Bearings - Less Shafts	55,700.00
Supply (20) BWS Tube Stabilizers	1,400.00
Supply Material Needed to Convert Discharge Head from Water Flush to Oil Lubricated	2,240.00
Supply Oil Pot, Including Fittings and Drip Solenoid	523.00
Supply (1) New Top Tube Special	1,348.00
Supply Stainless Steel Banding, Buckles, Gauge & Bracket	1,720.00
Prevailing Wage Labor to Mobilize One (1) Man & Flatbed Service Truck to Pick-Up Bowl Assembly & Packing Assembly from General Pump Company, San Bernardino Yard	1,728.00
Prevailing Wage Labor to Mobilize Three (3) Men, Service Truck & Forklift to Well No. 34, Load Out All Pumping Equipment On-Site and Transport to Coachella Yard	4,500.00
Shop Labor to Off-Load Pumping Equipment, Clean & Balance Line Shafts, Install New Carbon Steel Line Shaft Couplings	3,840.00
Shop Labor to Disassembly, Inspect & Assembly Bowl Assembly	1,920.00
Machine Shop Labor to Machine Packing Stretch Assembly, Top Tube Special, Bowl Assembly, Discharge Case Tube Adapter	4,440.00
Shop Labor to Load Pumping Equipment	2,800.00
Prevailing Wage Labor to Mobilize Pump Crew to Well No. 34	2,850.00
Prevailing Wage, On-Site Labor to Rig-Up, Install Bowl Assembly, 780-Feet of Column Assemblies, Discharge, Motor, Remove Water Flush Assembly and Panel. Install All Needed Electrical Necessary to Operate Pumping Equipment, Including NRR On To VHS Motor. Rig Down, Clean & Secure Well Site	15,750.00
Prevailing Wage Labor to Demobilize Three (3) Men, Rig & Service Truck from Well Site	2,850.00

1305



53-381 Highway 111
Coachella
California 92236
Tel: 760.398.3977

PRO Item 21.

Proposal No: P3022
Date: 7/14/2026

Bill To:

Mission Springs Water District
66-575 Second Street
Desert Hot Springs, CA 92240

Danny Friend
Well No. 34
Karen Ave & Mission Lakes Blvd
Desert Hot Springs, CA 92240

Job No: SALES

Customer P. O. Number:

Desert Hot Springs Tax 8.75%

Description

Extended Price

Prevailing Wage Labor to Perform Start-Up Procedure & Perform Disinfection

5,720.00

Payment will be required upon completion of the work, unless pay terms have been established
**** NOTE: TARIFF FEES OR SURCHARGES ON MATERIALS MAY APPLY WITHOUT NOTICE ****

Authorized Signature: _____ Title: _____

Date: _____ Purchase Order No.: _____

This Estimate is Valid for 30 Days Unless Otherwise Noted

****Please Note - By signing this quote, you are authorizing SWPD to dispose of your old equipment**

Thank You For Your Business!

Amount: \$	114,552.00
Sales Tax: \$	5,963.48
Deposit: \$	0.00
Total Amount: \$	120,515.48



BOARD OF DIRECTORS SPECIAL MEETING (WORKSHOP) MINUTES

Wednesday, July 08, 2026 at 9:00 AM

66575 Second St, Desert Hot Springs, CA AND/OR Via Teleconference

CALL TO ORDER

President Duff called the meeting to order at 9:05 AM

ROLL CALL

BOARD MEMBERS PRESENT: President Amber Duff, Vice President Robert Griffith, Director Ivan Sewell, Director Russ Martin, Director Ted Mayrhofen

STAFF MEMBERS PRESENT: Brian Macy, Marion Champion, Danny Friend, Eric Weck, Daniel Virgen, Skyler Aubrey, Amanda Lucas, April Scott, Will Whitten, Dori Petee

PUBLIC INPUT

No public input

ITEMS FOR DISCUSSION

RENEWABLE ENERGY CREDITS

Tim Holmes of Kenwood Energy presented information regarding the District's renewable energy credits (RECs), explaining that the District may continue to use the energy generated by its solar facilities while separately selling the renewable attribute associated with that generation. He stated that REC pricing is market-based and variable, with current values near the lower end of the market, and presented potential revenue of approximately \$400,000 over 10 years at conservative pricing, with higher revenue possible if market values increase. Mr. Holmes also explained that selling RECs would not affect the District's existing electric bill savings or applicable net energy metering benefits, but would limit the District's ability to claim that it is using renewable energy for its operations.

The Board discussed the financial and public messaging implications of selling RECs, including whether credits could be sold annually or selectively, whether the District could retain some credits to continue making limited renewable energy claims, and whether the potential revenue justified the cost and staff effort required to issue a request for proposals. Mr. Holmes and staff advised that any agreement could be structured to preserve flexibility, including the ability not to sell some credits, and that the RFP could seek either a purchaser or a management company to facilitate sales through the applicable REC market. Staff noted that the estimated cost for Kenwood Energy to prepare the RFP was approximately \$23,000 and that, under conservative assumptions, the first year could largely offset that cost, with future years potentially producing net revenue less commissions.

Board members expressed interest in further evaluating the balance between potential revenue, environmental messaging, public perception, and the risk of greenwashing before providing direction to proceed. Staff clarified that direction was sought only on whether to bring back an amendment to Kenwood Energy's contract for the preparation of an RFP, and that the matter did not need to be decided at the meeting. Following the discussion, the Board indicated a preference to take additional

time to consider the information presented, and staff stated the item could be brought back for further consideration in September due to the anticipated dark month in August.

CORPORATE YARD/HORTON TREATMENT PLANT IMPROVEMENTS

General Manager Macy introduced the Corporate Yard and Horton Treatment Plant Improvements item, explaining that staff and consultants would present information regarding the proposed construction contract, related professional services, development impact fees, and anticipated bond financing through the MSWD corporation. Staff reported that the proposed improvements include demolition of existing on-site buildings; construction of a new approximately 27,000-square-foot administrative building and approximately 14,000-square-foot operations building; site amenities including landscaping, hardscape, outdoor seating, fencing, shade structures, and a drought-tolerant exhibition garden; relocation of ponds seven and eight; and related stormwater and water quality improvements. Staff stated that Robert Clapper Construction was the lowest bidder for the construction contract in the amount of \$32,922,000, and that separate upcoming items would address geotechnical testing with Landmark Geotechnical, construction inspection services with Z and K Consulting, development impact fees payable to the City of Desert Hot Springs, and an amendment to the architect's contract for construction-phase services.

The Board discussed the contractor's qualifications, project schedule, change-order history, site management expectations, and the need for careful oversight given the project's size and visibility. Alvin Flores of Ruhnau Clarke stated that the architect had prior experience with Robert Clapper Construction on school district projects, including a recently completed approximately \$15 million modernization project that had a change order percentage of approximately three percent, below the industry range discussed, though the project experienced a schedule delay of slightly more than one month. Mr. Flores explained that schedule risks would be monitored through regular meetings, baseline schedule review, prompt identification of potential delays, and recovery schedules as needed. Board members emphasized the importance of maintaining an orderly and safe construction site, minimizing change orders, protecting the District's public reputation, and ensuring that the contractor understands the District's expectations for exemplary performance and compliance throughout construction.

The Board also discussed the proposed development impact fees, with several members questioning whether the full amount was appropriate given that the project largely relocates existing District operations rather than creating entirely new impacts. General Manager Macy stated that staff was continuing to negotiate with the City and had already identified certain amounts that may be reduced or removed, including fees related to prior habitat mitigation, but explained that some fees may remain applicable because the project increases building area and asset value, and the existing District facilities will remain in place. Board members requested additional information, including a detailed breakdown of the fees and comparable charges for recent City projects, and expressed interest in exploring reductions, payment options, grants, or other methods to limit the impact on ratepayers. The Board indicated general support for moving forward with the construction-related items while continuing to review and negotiate the development impact fee issue.

M-2 SANITARY SEWER PROJECT SCHEDULE

The Board received an update regarding the AD 15 Area M2 Sanitary Sewer and Water Line Replacement Project. Staff reported that the District awarded the construction contract to Weka, Inc. at the March 2026 Board meeting in an amount not to exceed \$21.7 million and subsequently issued a limited notice to proceed for administrative work, including submittals, requests for information, and required permits. Staff explained that approximately \$10.6 million in grant funding is currently available, while the District has requested additional State funding to complete the full project scope. State staff has recommended using the remaining Proposition 1 funds to fully augment the project; however, a final decision has not yet been issued. In the interim, staff has coordinated with the contractor to reduce the initial scope so work can proceed within the available grant amount, with construction anticipated to begin in August.

Staff further presented a public outreach plan for the project, including a dedicated webpage, social media updates, newsletter articles, mailers, coordination with the school district, and a targeted neighborhood meeting scheduled for July 23 to be conducted in English and Spanish with remote participation and recording available. Staff noted that outreach will include postcards, door hangers, certified letters, follow-up calls, and individual coordination with property owners, tenants, and affected residents, particularly because right-of-entry and notice-to-connect forms will be required for septic abatement and sewer connection work. Staff emphasized that communications will highlight the grant-funded nature of the project and the District's commitment to groundwater protection as the primary purpose of the work.

Board discussion included questions regarding outreach to property owners and tenants, the amount of notice provided for the July 23 meeting, whether Board members may attend the neighborhood meeting, potential impacts to Bubbling Wells Elementary School, and whether delaying school-related work until the following summer could affect project costs. Staff clarified that the existing \$10.6 million grant funding remains dedicated to the M2 project, that the District is seeking additional State funding to complete the full scope, and that the school-related schedule will be coordinated with the school district and contractor within the contract duration and available contingency. Directors expressed support for the project's benefit to the affected neighborhood, particularly because grant funding would allow residents to connect to sewer service and abate septic systems without direct out-of-pocket costs, and encouraged additional educational outreach to students and families regarding the project's groundwater protection benefits.

CSDA SOUTHERN REGION ELECTION

General Manager Macy reported that a vacancy was open for the CSDA Southern Network seat on the CSDA Board of Directors. He stated that, at the time the item was placed on the agenda, the District had received one candidate statement from Jason Daffhorn of Valley Sanitary District, and that an additional candidate statement from Nikki Winslow had since been received and would be provided to the Board. He noted that voting would remain open until July 24 and advised that he would return at the July 20 Board meeting to request the Board's recommendation and direction regarding how to cast the District's vote, as additional candidate statements may be received before the voting deadline.

COMMENTS

GENERAL MANAGER'S COMMENTS

General Manager Macy noted that the Board had previously discussed the possibility of going dark in August and provided a reminder regarding upcoming meetings and hearings. A pretreatment hearing related to a disputed fine is scheduled for July 14 at 9:00 a.m., with additional similar hearings anticipated in the future. He also noted that a study session was scheduled for July 16 and a Board meeting for July 20. The July Board meeting was expected to be lengthy due to the inclusion of the Improvement Corporation meeting and several service contracts, including janitorial and landscaping contracts, that were deferred from June to July.

DIRECTOR COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

1. General Comments
2. Requests for Future Agenda Items
3. Requests for Future Meetings

President Duff requested that the Affiliation List be added to the next agenda for Board discussion. She also mentioned that she would be attending the upcoming BIA networking event.

Director Martin's comments turned into a Board Discussion. He raised concerns that the "project," aka the New Administration Building, had previously been understood by some to be funded through grants rather than rate increases or ratepayer funds. Staff and Board members discussed the distinction between grant funding received or pursued for other projects, including the reclamation facility, conveyance line, and M2 project, and the proposed financing for the administrative and operations facilities. It was clarified that grant opportunities are continually pursued when available, but that the current project is anticipated to be financed through bond funding, with repayment over approximately 30 years, and that debt service for the project had been contemplated in the District's prior rate study and financial plan.

The Board also discussed the need to use a consistent project name to avoid confusion with other District facilities and projects, including the Nancy Wright Water Reclamation Facility and prior references to a "Critical Services Center." Board members and staff considered several naming options and agreed to refer to the project as the "MSWD Main Campus" moving forward. Staff noted that prior naming conventions had been used in part to emphasize the critical-service components of the project, but agreed that the simplified name would help distinguish the project from other District facilities and improve clarity in future discussions.

ADJOURN

With no further business, President Duff adjourned the meeting at 10:29 AM.

Respectfully submitted,

Dori Petee
Executive Assistant



BOARD OF DIRECTORS SPECIAL MEETING - PRETREATMENT COMPLIANCE HEARING MINUTES

Tuesday, July 14, 2026, at 9:00 AM

66575 Second St, Desert Hot Springs, CA AND/OR Via Teleconference

CALL TO ORDER

President Duff called the meeting to order at 9:00 AM.

ROLL CALL

BOARD MEMBERS PRESENT: Director Mayrhofen, Director Martin, Director Sewell, Vice President Griffith, President Duff

STAFF MEMBERS PRESENT: Brian Macy, Marion Champion, Eric Weck, Will Whitten, Daniel Virgen, Skyler Aubrey, Kurt Kettenacker, Dori Petee

PUBLIC INPUT

No public input

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL REGARDING POTENTIAL INITIATION OF LITIGATION

pursuant to Government Code Section 54956.9(d)(4) One potential case.

REPORT ON ACTION TAKEN DURING CLOSED SESSION

The Board met in closed session. There was no reportable action taken.

ACTION ITEMS

PRETREATMENT COMPLIANCE HEARING

The Board received a presentation regarding the pretreatment compliance matter involving Cabot Management LLC/Cabot Industries. District legal counsel, Peter Nolan and the mediation team, made up of Davin Widgerow & Solange Fortenbach of Burke, Williams & Sorensen LLC, summarized the enforcement history, including wastewater testing results beginning in February 2025, notices of non-compliance and violations, assessed penalties, later corrective actions, and the facility's subsequent compliance status. The presentation noted that Cabot disputed certain procedures and penalty calculations through requests for reconsideration and an appeal but also provided documentation of substantial infrastructure improvements and corrective measures. District staff reviewed the submitted documentation and determined that approximately \$240,000 in costs represented legitimate corrective action related to the violations, while the District's enforcement costs totaled \$64,688.

Board members asked clarifying questions regarding whether prior fines had been paid, whether hauling costs were included in the recognized corrective costs, the cause of the later September violation, the timing and status of equipment installation, and how Cabot intended to maintain compliance going forward. Representatives for Cabot stated that industrial wastewater discharge to the public sewer had been discontinued, that water passing through the filtration system was being

held in an external tank and hauled off-site, and that an evaporator remained on order with installation anticipated after delivery. District counsel advised that, under the applicable ordinance, the facility would be in compliance so long as it was not discharging industrial wastewater to the District's sewer system.

Following deliberation, the Board determined that the violation was substantiated but found that Cabot's reinvestments and corrective actions outweighed the assessed fine amounts and furthered the District's enforcement objectives of achieving compliance, resolving violations, and providing deterrence. The Board accepted the proposed settlement requiring payment of the District's administrative enforcement costs, with the modification that if any installment payment remains unpaid for more than 30 days, the agreement will be in default and the full remaining balance will become immediately due and owing, with enforcement to proceed pursuant to the District's administrative ordinance. Cabot accepted the revised terms.

Motion made by President Duff, Seconded by Vice President Griffith.

Voting Yea: President Duff, Vice President Griffith, Director Sewell, Director Martin, Director Mayrhofen

GENERAL MANAGER'S COMMENTS

No comments at this time

DIRECTOR COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

1. General Comments
2. Requests for Future Agenda Items
3. Requests for Future Meetings

No comments at this time.

ADJOURN

With no further business, President Duff adjourned the meeting at 10:25 AM

Respectfully submitted,

Dori Petee
Executive Assistant



BOARD OF DIRECTORS REGULAR MEETING STUDY SESSION MINUTES

Thursday, July 16, 2026 at 3:00 PM

66575 Second St, Desert Hot Springs, CA AND/OR Via Teleconference

CALL TO ORDER

President Duff called the meeting to order at 3:00 PM

ROLL CALL

BOARD MEMBERS PRESENT: President Amber Duff, Vice President Robert Griffith, Director Ivan Sewell, Director Russ Martin, Director Ted Mayrhofen

STAFF MEMBERS PRESENT: Brian Macy, Marion Champion, Danny Friend, Skyler Aubrey, Eric Weck, April Scott, Will Whitten, Dori Petee, Amanda Lucas

RULES OF PROCEDURE

Rules of Procedure were read by General Counsel.

All noticed meetings are conducted using Rosenberg's Rules of Order as a procedural guideline. Directors should refrain from responding directly to public comments at meetings of the Board. The Board President will refer matters raised during public comment to the General Manager for follow-up when appropriate. Occasionally, a prompt response may be offered when an obvious answer or resolution is available, provided this is done in compliance with the Brown Act. Directors should refrain from debating or making decisions in response to public comments. The President of the Board presides at all meetings and decides all points of order and procedure during meetings. The President is responsible for maintenance and decorum at all Board meetings. No person shall be allowed to speak who has not first been recognized by the President. All questions and remarks should be addressed to the President as the presiding officer. No member of the Board should speak more than once about any one subject until every other member on the Board wishing to speak on the subject shall have been given the opportunity to speak. No Board member shall interfere with the orderly progress of a Board meeting. In order to ensure the orderly progress of Board meetings, the Board President regulates the amount of time to be dedicated to a particular agenda item."

PUBLIC INPUT

No public input

PRESENTATION

DESERT HOT SPRINGS HIGH SCHOOL REAL ACADEMY INTERNSHIP PROGRAM

General Manager Brian Macy introduced the presentation regarding the Desert Hot Springs High School REAL Academy internship program and asked Assistant General Manager Marion Champion to present the item. Assistant General Manager Champion stated that REAL Academy students had participated in internships with the District beginning in June and noted that April Scott, Programs and Public Affairs Specialist, had managed the day-to-day coordination of the program. Ms. Champion then introduced Ms. Scott to provide the presentation.

Ms. Scott introduced the participating interns and summarized their respective assignments, interests, and future goals. Board members expressed appreciation for the students and the REAL Academy

program. Comments emphasized that the internship provided students with exposure to career paths, practical workplace experience, and an opportunity to determine whether particular fields were of interest before making longer-term career decisions. Board members also noted that the water industry offers a variety of career opportunities beyond what students may initially associate with the field.

The Board commended the District's participation in the program and recognized the value of supporting youth and workforce development in the community. Board members encouraged the students to continue learning, congratulated them on their contributions, and expressed interest in seeing how they would apply the experience in their future education, careers, and community involvement. Following the comments, the students and District representatives participated in a photograph.

EMPLOYEE RECOGNITION

HUMAN RESOURCES REPORT - PERSONNEL ACTIVITY FOR JUNE 2026

This item will be acknowledged on Monday.

ACTION ITEMS

ADOPT RESOLUTION 2026-15: AUTHORIZING THE ISSUANCE AND SALE OF NOT-TO-EXCEED \$28,500,000 REVENUE CERTIFICATES OF PARTICIPATION AND APPROVING RELATED ACTIONS

It is recommended that the Board of Directors of the Mission Springs Water District adopt Resolution No. 2026-15 authorizing the issuance and sale of not-to-exceed \$28,500,000 Revenue Certificates of Participation ("2026 COPs"); approve a budget adjustment of \$350,000 for bond issuance expenses, \$40,000 for municipal financial advisory services related to the debt issuance, and \$603,450 for related interest expenses for the first year of debt service; and transfer \$350,000 into the Water Rate Stabilization Fund and \$150,000 into the Wastewater Rate Stabilization Fund.

General Manager Macy introduced Item No. 9, adoption of Resolution No. 2026-15 authorizing the issuance and sale of revenue Certificates of Participation in an amount not to exceed \$28.5 million and approving related actions. He explained that the proposed financing was the result of long-term District planning, including the water and wastewater master plans, financial master plans, rate study, and community input through the CLEAR Committee. Accounting Manager Skyler Aubrey presented an overview of the proposed issuance, noting that approximately \$20 million would fund the District's new main campus, including administrative and operations facilities, with costs allocated 60 percent to water and 40 percent to sewer, and that approximately \$8 million would fund two new water booster stations.

Mr. Aubrey summarized the anticipated financial terms, including projected annual debt service of approximately \$1.72 million over 30 years, an estimated interest rate of approximately 4.51 percent, with 5 percent used for forecasting, and one-time issuance and municipal advisory costs requiring budget adjustments. He further explained that repayment would be made from net revenues of the

water and sewer funds, that the required debt service coverage ratio was 1.15, and that the District's historical and projected coverage ratios were substantially above the required threshold. Staff recommended establishing rate stabilization funds for water and sewer to reduce risk and improve the securities' attractiveness to investors. Mr. Aubrey also reviewed the principal financing documents included in the agenda packet, including the resolution, trust agreement, installment purchase agreement, assignment agreement, certificate purchase agreement, preliminary official statement, and continuing disclosure certificate.

The Board discussed the distinction between Certificates of Participation and other types of bonds, with staff explaining that Certificates of Participation are secured by lease or installment payments, while general obligation bonds and revenue bonds are structured differently. Board questions also addressed how the proposed financing amount was determined, including the District's intent to fund approximately half of the main campus costs with prior revenues and the other half with future revenues through debt repayment, as well as the ability to refinance if interest rates decline. Board members noted the project's long-term planning and the importance of proceeding in alignment with the rate study and financial plan. No public comments were received on the item, either in person or online.

AWARD OF CONSTRUCTION CONTRACT FOR THE MSWD MAIN CAMPUS TO ROBERT CLAPPER CONSTRUCTION SERVICES, INC.

It is recommended that the Board of Directors of the Mission Springs Water District authorize the General Manager to execute a contract for the construction of the MSWD Main Campus to Robert Clapper Construction Services, Inc. in the amount of \$32,922,000 plus a 10% contingency of \$3,292,200 for a total of \$36,214,200; and augment the Capital Improvement Program by creating two project job numbers for the relocation of the Horton Percolation Ponds in the amount of \$581,000 plus a 10% contingency of \$58,100 for a total of \$639,100 and for the construction of the Park Lane water main in the amount of \$1,232,000 plus a 10% contingency of \$123,200 for a total of \$1,355,200, and do all things necessary to complete the project.

General Manager Macy introduced Item No. 10, the award of a construction contract for the MSWD Main Campus facility, and provided a historical overview of the District's long-term planning efforts for a new administrative and operations campus. He explained that the District had considered multiple locations and configurations over several years, including renovation of the existing administrative building, development near the existing site, Palm Drive frontage options, and the Two Bunch Palms Trail site, before ultimately focusing on the corporate yard location. Staff noted that the selected site would allow the District to consolidate administrative and operations functions, address space limitations, improve security and parking, and support future operational needs.

Engineering Manager Eric Weck presented the recommended award of the construction contract to Robert Clapper Construction Services, Inc. in the amount of \$32,922,000, stating that two bids were received on May 7, 2026, and that Robert Clapper Construction was determined to be the lowest responsive bidder following review of its bid proposal and supporting documentation. Staff explained

that the bid included construction of the main campus, waterline improvements along Park Lane, and relocation of Horton Ponds 7 and 8. Staff recommended approval of the construction contract, a 10 percent contingency, and the creation of separate job numbers to properly allocate the Park Lane waterline work to Fund 201 and the pond relocation work to Fund 301. Staff further noted that the District would seek a reimbursable agreement with Riverside County or the City for a portion of the Park Lane waterline improvements due to shared fire-flow needs associated with the nearby Riverside County housing project.

The Board discussed the availability of grant funding, the overall project cost, the District's financing approach, and staff's confidence in Robert Clapper Construction. Staff stated that grant funding may be available for the demonstration and conservation gardens and that the District would continue working with the Coachella Valley Urban Water Management Group to pursue those funds. In response to questions, staff clarified that the overall campus-related project cost was expected to be approximately \$40.5 million, with approximately \$20 million anticipated to be financed through certificates of participation and the remaining costs paid from reserves and current funds, consistent with prior rate study and capital planning assumptions. Staff also explained that the District's architect had vetted Robert Clapper Construction and expressed confidence in the contractor, and that construction oversight would include inspection and consultant support. The Board also discussed prior grant funding received for the Nancy Wright facility and related wastewater projects. There were no public comments on this item.

AWARD OF CONSTRUCTION INSPECTION AGREEMENTS TO Z&K CONSULTANTS AND LANDMARK CONSULTANTS FOR THE CONSTRUCTION OF THE MSWD MAIN CAMPUS

It is recommended to authorize the General Manager to execute a Professional Services Agreements with Z&K Consultants for construction management services in the amount not to exceed \$641,520, and Landmark Consultants, Inc. for geotechnical inspections in an amount not to exceed \$250,000.00 to oversee construction activities at the MSWD Main Campus.

General Manager Macy introduced Item 11 regarding the award of construction inspection agreements for the MSWD Main Campus construction project and asked Engineering Manager Eric Weck to present the staff report. Mr. Weck stated that staff recommended approval of two professional services agreements: one with Landmark Consultants in the amount of \$250,000 for geotechnical testing, compaction, footing, concrete and masonry inspections, fireproofing, and field welding inspections; and one with Z&K Consultants in the amount of \$641,520 for construction inspection services, including inspection of the major buildings and building specialties such as plumbing, electrical, and structural items, as well as day-to-day inspection services and verification of construction billings with the contractor and architect.

Staff noted that the District has prior positive experience with both consultants and explained that the inspection costs would be allocated appropriately among the Main Campus budget and the requested job numbers from Funds 201 and 301. In response to Board questions regarding the cost and scope of services, staff explained that the size and complexity of the project require specialized inspection

expertise across multiple disciplines, including grading, compaction, concrete, welding, plumbing, electrical, and structural components. The discussion emphasized that independent inspection services are necessary to provide appropriate oversight, verify the quality of work, and help ensure the contractor's performance meets District standards and project requirements.

Board members expressed support for the recommended agreements, noting the consultants' prior work with the District, relevant experience with water and wastewater-related projects, and thorough qualifications presented in the agenda materials. The Board also emphasized the importance of the District's contractors and inspection partners setting a high standard for construction quality and delivering a facility that will serve the community for the long term. Staff acknowledged the Board's comments and indicated that expectations for high-quality service and oversight would be communicated to the contractor and inspection teams.

APPROVE CONTRACT AMENDMENT NO. 6 TO RUHNAU CLARKE ARCHITECTS FOR THE MSWD MAIN CAMPUS PROJECT

It is recommended to authorize the General Manager to execute Contract Amendment No. 6 for the Professional Services Agreement with Ruhnau Clarke Architects for the MSWD Main Campus in the amount of \$180,200 for a total of \$2,405,164.

The Board considered Item No. 12, approval of Contract Amendment No. 6 with Ruhnau Clarke Architects for the Mission Springs Water District Main Campus Project. Engineering Manager Eric Weck presented the staff report to the Board.

Mr. Weck explained that the amendment would retain Ruhnau Clarke Architects to provide construction-phase architectural services for the Main Campus Project. These services include providing clarifications and interpretations of the contract documents to the contractor, assisting the District with review of construction schedules, confirming certificates of payment, and evaluating the validity of contract change orders, if any. He further stated that Ruhnau Clarke would attend regular construction observation meetings, monitor construction progress, review as-built documents upon completion of construction, verify revisions, and update the construction drawings accordingly.

Staff advised that the proposed amendment amount is \$180,200. Mr. Weck stated that Ruhnau Clarke Architects is well-positioned to provide additional services because the firm prepared the project specifications and plans and has relevant experience with this type of construction. The rationale for the amendment was to ensure continuity of architectural oversight and support during the project's construction phase.

APPROVE CONTRACT AMENDMENT NO. 1 TO CANYON SPRINGS ENTERPRISES CONTRACT FOR WELL 22 PROJECT

It is recommended to authorize the General Manager to execute Contract Amendment No. 1 in the amount of \$70,323.61 for a total contract amount of \$1,529,239.61.

General Manager Macy introduced the item and Engineering Manager Eric Weck provided the staff report. Mr. Weck stated that the District previously awarded the Well 22 rehabilitation project to Canyon Springs Enterprises for removal and replacement of well discharge piping, upgrades to the well pedestal, site improvements, installation of new electrical and SCADA equipment, and construction of a new chemical building. He reported that work began in January and included trenching for water lines and electrical conduits, site preparation, placement of concrete for the new chlorine building, and completion of a significant Southern California Edison inspection milestone related to electrical trenching and associated electrical improvements.

Mr. Weck explained that Well 22 was originally constructed in 1970 and required rehabilitation and site improvements to extend its service life. Due to the well's age and the need to extend the well casing, the contractor was required to remove the existing concrete well pedestal to expose structurally competent casing for the new extension. He noted that the original pedestal did not include reinforcing steel, while the replacement pedestal will include reinforcement and meet current seismic standards. The proposed contract amendment, in the amount of \$70,325.61, was requested to address the unanticipated removal and replacement of the well pedestal and to provide for potential future change orders resulting from unforeseen site conditions. Staff advised that the amendment amount had been included in the recently adopted fiscal year budget.

AWARD CONTRACT AGREEMENT WITH URBAN HABITAT FOR ANNUAL LANDSCAPE MAINTENANCE FOR DISTRICT FACILITIES FOR 2026-2027

It is recommended to authorize the General Manager to execute a one-year contract with Urban Habitat for Annual Landscape Maintenance for District Facilities for 2026-2027, with the option to extend for two additional one-year terms. The total not to exceed contract amounts, including a 10% contingency, are \$84,629.60 for FY 2026-2027, \$87,230.00 for FY 2027-2028, and \$89,883.20 for FY 2028-2029.

General Manager Macy introduced the item, and Director of Operations Danny Friend reported that the District continues to use contracted landscape maintenance services for 38 locations. He explained that the proposed scope of work was expanded to include additional areas at the Horton regional plant, including palm trees and desert crust areas. Staff solicited bids through the District's OpenGov portal in May 2026 and received four bids. Following bid qualification, Urban Habitat was determined to be the lowest responsive and responsible bidder. Staff recommended approval of a three-year contract, including a 10% contingency, for a total not-to-exceed amount of \$261,742.80.

Staff noted that while Universal Green appeared to be the lowest bidder, concerns arose during bid qualification regarding certain unit costs and whether the amounts would cover prevailing wage requirements. Staff further determined that Universal Green did not provide proof of the required Department of Pesticide Regulation Category B license, despite being afforded two opportunities to do so. After consultation with legal counsel, staff recommended disqualification of Universal Green and proceeding with Urban Habitat, the District's current landscape maintenance provider. Staff also noted that Urban Habitat's first-year bid remained at the current service amount of \$76,936, despite the

expanded service area, with approximately 3% increases proposed in subsequent years and contingency included for each year.

The Board discussed the scope of work, including landscape maintenance at the Nancy Wright/Horton treatment plant area, and staff confirmed that replacement landscaping had been completed and that the expanded maintenance scope would begin with the contract. Board members also discussed prior performance concerns with landscape contractors, and staff stated that Urban Habitat's service had improved and had been satisfactory following earlier operational discussions with the vendor. In response to questions regarding future facility additions, staff explained that if new sites or the new building are added during the contract term, the District may address the change through an amendment, use available contingency where appropriate, or elect not to award a subsequent year and instead pursue a new procurement process, depending on the timing and best available approach.

AWARD CONTRACT WITH GENTRY GENERAL ENGINEERING INC. FOR ON-CALL PAVEMENT AND CONCRETE REPAIRS FOR WATER AND SEWER PROJECTS FOR 2026-2027

It is recommended to authorize the General Manager to execute a one-year contract with Gentry General Engineering Inc. for On-call Pavement and Concrete Repairs for Water and Sewer Projects for 2026-2027, in an amount not to exceed \$250,000.00, with the option to extend for two additional one-year terms, and to negotiate any associated price adjustments.

Director of Operations Danny Friend presented the staff report. Director Friend explained that this item was one of several multi-year, fiscal-year-based contracts being brought forward to update scopes and standardize contract documents. He stated that the District had issued an invitation for bids for permanent pavement and concrete repair work used by the District on an as-needed basis, and that Gentry General Engineering, Inc. was determined to be the apparent lowest responsive and responsible bidder among six bids received.

Director Friend further reported that the proposed multi-year contract would be based on the contractor's fee schedule, with an estimated annual amount of approximately \$250,000. Board members asked whether there were questions, and no substantive questions were raised. Director Martin expressed appreciation for the District's recent efforts to complete street repairs and permanent pavement restoration more quickly, specifically noting the work associated with the Mission Lakes well project and stating that undergrounding the pipe was the appropriate decision for the community.

Staff noted that, if approved, Gentry would perform the permanent repair work for that project and described the District's ongoing coordination with the City of Desert Hot Springs to complete repairs within the agreed timeframe, generally no more than 90 days and often targeted within 60 days where feasible. Staff also explained that larger emergency repairs, such as major leaks in intersections, may require immediate work and can affect repair timing. The Board acknowledged the information provided, and staff concluded the presentation by stating that the District anticipated a successful working relationship with Gentry General Engineering, Inc.

AFFILIATION LIST UPDATE

At the discretion of the Board of Directors, discuss, amend and approve if desired, the 2026 Affiliation List.

Director Duff announced that the updated affiliation list would be distributed on Monday and the Board could discuss it at that time.

DISCUSSION ITEMS**MSWD MAIN CAMPUS UPDATE**

No update at this time

GROUNDWATER PROTECTION PROGRAM UPDATE

Staff provided an update on the Groundwater Protection Program and the upcoming community outreach and information meeting scheduled for July 23 at 5:30 p.m. in the Mission Springs Water District Boardroom. Assistant General Manager Marion Champion reported that the District had added a project page to its website, developed a question-and-answer resource, and continued preparing the presentation. Staff noted that customer inquiries had been received and addressed internally, and that planning for the meeting was progressing well. It was further reported that Weka Construction was under contract for the project with a bid amount of approximately \$19.8 million.

The Board discussed the purpose and timing of the outreach meeting, including the need to explain why the District is proceeding with the project, anticipated construction timing, and expected impacts to the surrounding community. Staff advised that postcards had been mailed to residents in the affected area and confirmed that accommodations related to mail delivery, Amazon deliveries, waste pickup, and other access concerns would be addressed as part of the project. Staff also explained that outreach was being expanded to the broader M2 area so residents could understand the project phasing, the work anticipated in the first grouping, and potential future phases subject to additional funding.

Board members expressed appreciation for the District's proactive communication efforts and acknowledged the importance of grant funding for the project. In response to questions regarding potential impacts to school pickup and drop-off operations, staff stated that coordination with Palm Springs Unified School District and the school principal had already begun. Staff further confirmed that outreach materials and the meeting would be available in both English and Spanish, that translation would be provided during the meeting, and that a recording would be posted to the District's website for those unable to attend. Staff also indicated that general social media posts and information in the District newsletter would be used to provide broader public awareness of the project.

CONSENT AGENDA

Consent agenda items are expected to be routine and non-controversial, to be acted upon by the Board at one time, without discussion. If a member would like an item to be handled separately, it will be removed from the Consent Agenda for separate action.

APPROVAL OF MINUTES

It is recommended to approve the minutes as follows:

June 3, 2026 ~ Special Meeting Workshop

June 11, 2026 ~ Study Session

June 15, 2026 ~ Board Meeting

REGISTER OF DEMANDS

The register of demands totaling \$3,090,831.16

REPORTS**DIRECTOR'S REPORTS**

Director Reports will be given on Monday

GENERAL MANAGER'S REPORT

Included in this report are the following oral reports:

A. Finance Report

Accounting Manager Skyler Aubrey reported that operating revenues for the fiscal year to date through May 31, 2026 totaled approximately \$37.6 million, exceeding the budgeted amount of \$19.9 million, primarily due to approximately \$19.4 million in industrial pretreatment non-compliance fees, which may be reduced through future negotiations. Operating expenses totaled approximately \$21.5 million compared to a budget of \$25.6 million, with the favorable variance attributed to lower-than-anticipated outside services, legal costs, materials, and electricity expenses. Non-operating revenues totaled approximately \$6.8 million compared to a budget of \$24.4 million, primarily due to the deferral of approximately \$14 million in grants for the M2 project to the following fiscal year and lower-than-expected investment income. Non-operating expenses were approximately \$381,000 compared to a budget of \$762,000, with savings attributed to debt payoffs made earlier in the fiscal year, including the Wells Fargo line of credit.

Mr. Aubrey stated that the change in net position was approximately \$22.5 million compared to the budgeted \$17.9 million, resulting in a 26 percent favorable variance. He further reported that the District's debt service ratio increased to 17.79, compared to 2.45 in the prior year, largely due to the advance payoff of more than \$16 million in debt, including the Wells Fargo line of credit and several other debt issuances, in preparation for more favorable financing terms on an upcoming debt issuance. Investment returns were reported at 4.02 percent year to date, and the District's cash balance was approximately \$69.6 million, with long-term debt obligations reduced by more than \$16 million compared to the prior year.

B. Public Affairs Report

Assistant General Manager Champion provided the Public Affairs report, highlighting recent outreach efforts, community events, and public communications. She reported on the June 24th LifeStream blood drive, noting that more than 15 donors registered, 14 units were collected, and the donations had the potential to save numerous lives. She also summarized MSWD's participation in the Coachella Valley Association of Governments annual meeting, where regional agencies discussed projects, and a

cleanup effort in the Desert Hot Springs area was highlighted through a video featuring President Duff. The video emphasized the importance of protecting conservation land, preventing illegal dumping, and preserving groundwater quality.

Following the presentation, Board members discussed the ongoing impacts of illegal dumping and the importance of enforcement, cleanup, and public education. Comments included concerns regarding the continued presence of buried waste and potential threats to groundwater, as well as observations that stronger enforcement measures may help deter illegal dumping. Assistant General Manager Champion acknowledged the significance of the issue and stated that the District's public outreach efforts help bring attention to the environmental and water quality concerns associated with dumping.

Assistant General Manager Champion also reported on upcoming conferences and events, including the M2 Septic to Sewer community workshop, and noted that the District's Water Quality Report had been released in English and Spanish and promoted through social media and local publications. She described ongoing outreach campaigns related to smart irrigation, rates at work, social media engagement, youth education, and the Water Matters newsletter. Board members expressed appreciation for staff's work with local students and recognized the value of continued youth engagement in water resources and conservation education.

C. CSDA Southern Region Election

During the prior workshop, the Board discussed the election and had received two candidate statements; staff confirmed that only those same two statements had been received. The candidates identified were Jason Daffhorn, General Manager of Valley Sanitary District, and Nikki Winslow from Alina Library District. Staff advised the Board that direction would be requested on how the District should vote, with the vote anticipated to occur on July 20.

As part of the General Managers Report, Director of Operations Danny Friend gave the Board an update on fire hydrant thefts. He noted that there had been no additional fire hydrant thefts since the prior Board meeting. He reported, however, that vandalism and theft occurred at the District's solar site near 19th Avenue and Little Morongo on June 19, following an earlier incident involving theft from the contractor's laydown yard. The combined loss from both incidents, including stolen wiring and fence repairs, was estimated at approximately \$80,000. Staff advised that the most recent theft interrupted project troubleshooting and halted work until replacement wiring could be ordered and installed via a change order within contingency. The General Manager stated that staff would bring a future item to the Board requesting a budget amendment and approval of additional project costs, including possible replacement of inverters, motors, and work exceeding contingency.

Staff further reported that they are reviewing security improvements for the solar site, including activation of existing cameras, estimated costs for permanent cameras, and the temporary use of a portable security camera unit until permanent measures can be installed. The General Manager also updated the Board on encampments on District property near the regional plant, stating that a 30-day notice had been issued, expiring on August 9. Staff is coordinating with the police department to address any remaining individuals appropriately before beginning cleanup, staging equipment, repairing fencing, and evaluating additional security needs. The General Manager noted that prior

similar cleanup efforts exceeded \$40,000 and that the current site may require additional due process because vehicles remain on the property.

Board members asked whether lighting, recording devices, and other security measures could be in place before additional materials are delivered and encouraged residents to report suspicious activity, emphasizing that theft-related costs ultimately affect ratepayers. In response to a question regarding insurance coverage, staff confirmed that the District has theft coverage and is working with the contractor to prepare documentation for submission to the insurance carrier. A Board member also identified potential CalRecycle grant funding for cleanup and removal costs, and staff agreed to research that opportunity.

COMMENTS

DIRECTOR COMMENTS AND REQUESTS

1. General Comments
2. Requests for Future Agenda Items
3. Requests for Future Meetings

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL REGARDING POTENTIAL INITIATION OF LITIGATION

pursuant to Government Code Section 54956.9(d)(4) Five potential cases.

CONFERENCE WITH LEGAL COUNSEL REGARDING PENDING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1). One case: Fournier v Mission Springs Water District (case number Adj19778853)

REPORT ON ACTION TAKEN DURING CLOSED SESSION

The Board met in closed session on the items listed above; there was no reportable action.

ADJOURN

With no further business, President Duff adjourned the meeting at 5:43 PM.

Respectfully submitted,

Dori Petee
Executive Assistant



BOARD OF DIRECTORS REGULAR MEETING MINUTES

Monday, July 20, 2026 at 3:00 PM

66575 Second St, Desert Hot Springs, CA AND/OR Via Teleconference

CALL TO ORDER

President Duff called the meeting to order at 3:00 PM

ROLL CALL

BOARD MEMBERS PRESENT: President Amber Duff, Vice President Robert Griffith, Director Ivan Sewell, Director Russ Martin, Director Ted Mayrhofen

STAFF MEMBERS PRESENT: Brian Macy, Marion Champion, Kurt Kettenacker, Danny Friend, Oriana Hoffert, Skyler Aubrey, Will Whitten, Dori Petee

PLEDGE OF ALLEGIANCE

Led by Director Sewell

RULES OF PROCEDURE

Rules of Procedure were read by General Counsel.

All noticed meetings are conducted using Rosenberg's Rules of Order as a procedural guideline. Directors should refrain from responding directly to public comments at meetings of the Board. The Board President will refer matters raised during public comment to the General Manager for follow-up when appropriate. Occasionally, a prompt response may be offered when an obvious answer or resolution is available, provided this is done in compliance with the Brown Act. Directors should refrain from debating or making decisions in response to public comments. The President of the Board presides at all meetings and decides all points of order and procedure during meetings. The President is responsible for maintenance and decorum at all Board meetings. No person shall be allowed to speak who has not first been recognized by the President. All questions and remarks should be addressed to the President as the presiding officer. No member of the Board should speak more than once about any one subject until every other member on the Board wishing to speak on the subject shall have been given the opportunity to speak. No Board member shall interfere with the orderly progress of a Board meeting. In order to ensure the orderly progress of Board meetings, the Board President regulates the amount of time to be dedicated to a particular agenda item."

PUBLIC INPUT

No public input

PRESENTATION

DESERT HOT SPRINGS HIGH SCHOOL REAL ACADEMY INTERNSHIP PROGRAM

This presentation took place during the Study Session on Thursday, July 20, 2026

EMPLOYEE RECOGNITION

HUMAN RESOURCES REPORT - PERSONNEL ACTIVITY FOR JUNE 2026

The Board acknowledged the following employees:

ANNIVERSARIES

Richard Andrade	Field Operations Technician II	2 Years
Adrian Gaona	Field Service Representative I	4 Years
Michael Moore	Field Operations Technician II	7 Years

CERTIFICATIONS/EDUCATIONAL ACCOMPLISHMENTS

Zachary Norman Water Distribution Grade 2 and Water Treatment Grade 2 Certificates

ACTION ITEMS

ADOPT RESOLUTION 2026-15: AUTHORIZING THE ISSUANCE AND SALE OF NOT-TO-EXCEED \$28,500,000 REVENUE CERTIFICATES OF PARTICIPATION AND APPROVING RELATED ACTIONS

The Board of Directors of the Mission Springs Water District adopted Resolution No. 2026-15 authorizing the issuance and sale of not-to-exceed \$28,500,000 Revenue Certificates of Participation (“2026 COPs”); approve a budget adjustment of \$350,000 for bond issuance expenses, \$40,000 for municipal financial advisory services related to the debt issuance, and \$603,450 for related interest expenses for the first year of debt service; and transfer \$350,000 into the Water Rate Stabilization Fund and \$150,000 into the Wastewater Rate Stabilization Fund.

The Board considered Action Item No. 9 to adopt Resolution No. 2026-15, authorizing the issuance and sale of revenue certificates of participation in an amount not to exceed \$28,500,000 and approving related actions. General Manager Brian Macy introduced the item and noted that the Board had previously discussed the financing process and related efforts by District staff and the finance team. Staff introduced representatives from Urban Futures Incorporated and Stradling, who provided an overview of the proposed debt issuance, including the financing structure, market conditions, good faith estimate, required documents, rating process, continuing disclosure obligations, and anticipated schedule.

The presentation explained that the certificates of participation would be issued to finance the new administrative building and water infrastructure improvements, including booster stations, and would be payable from water and wastewater revenues. The financing includes a rate covenant requiring revenues equal to at least 115% of annual debt service, as well as a funded rate stabilization fund intended to support credit strength and provide flexibility if needed. The District’s financial position was described as strong, with prior debt reductions improving the transaction structure and supporting the anticipated rating process. The presenters also reviewed the 30-year term, estimated true interest cost, standard 10-year call provision, and the authorization documents, including the resolution, installment purchase agreement, trust agreement, assignment agreement, purchase contract, preliminary official statement, and continuing disclosure certificate.

Board members asked questions regarding the ability to refinance or pay down the debt before the 10-year call date and whether the District would be obligated to proceed if market conditions worsened

before pricing. The presenter explained that earlier redemption may be possible with a premium but could result in higher costs, and that the resolution includes not-to-exceed parameters that would prevent the transaction from proceeding if rates or costs exceeded approved limits. Board members and staff acknowledged the District's efforts to strengthen its financial position, including paying down debt and maintaining cash for projects.

Motion made by Vice President Griffith, Seconded by Director Martin.

Voting Yea: President Duff, Vice President Griffith, Director Sewell, Director Martin

Voting Nay: Director Mayrhofen

AWARD OF CONSTRUCTION CONTRACT FOR THE MSWD MAIN CAMPUS TO ROBERT CLAPPER CONSTRUCTION SERVICES, INC.

The Board of Directors of the Mission Springs Water District authorized the General Manager to execute a contract for the construction of the MSWD Main Campus to Robert Clapper Construction Services, Inc. in the amount of \$32,922,000 plus a 10% contingency of \$3,292,200 for a total of \$36,214,200; and augment the Capital Improvement Program by creating two project job numbers for the relocation of the Horton Percolation Ponds in the amount of \$581,000 plus a 10% contingency of \$58,100 for a total of \$639,100 and for the construction of the Park Lane water main in the amount of \$1,232,000 plus a 10% contingency of \$123,200 for a total of \$1,355,200, and do all things necessary to complete the project.

General Manager Macy introduced Item No. 10, Award of Construction Contract for the MSWD Main Campus to Robert Clapper Construction Services, Inc., and summarized the District's long-term consideration of replacing or relocating its main campus facilities, the development of the campus concept, and the subsequent public bidding process. Eric Weck, Engineering Manager, provided a presentation recommending award of the construction contract to Robert Clapper Construction Services, Inc. in the amount of \$32,922,000, noting that two bids were received on May 7, 2026, and that Robert Clapper Construction Services, Inc. was determined to be the lowest responsive bidder following staff review of the bid proposal and supporting documentation.

Staff explained that the overall project scope includes construction of the main campus facility, waterline construction on Park Lane, and relocation of Horton Ponds 7 and 8. Staff further clarified that the Park Lane waterline improvements would be funded separately through Water Fund 2011, with a separate job number requested, and that the pond relocation would be funded through Wastewater Fund 301. Staff noted that a nearby apartment development is expected to benefit from the Park Lane waterline improvements and that a future cost-sharing agreement is anticipated to be brought back to the Board for consideration. Staff also stated that the waterline and pond relocation costs, along with staff time and ancillary project costs, would be allocated to the appropriate funding sources and not charged against the main campus project budget.

The Board discussed the recommendation, including confirmation that there were no questions from certain Directors, comments regarding confidence in the contractor based on prior related work and review by project representatives, and concern that the contractor was not present during the meeting

to respond to questions regarding the contract award. Staff responded that the contractor did not appear to be present and may not have known the item was scheduled for Board action at that meeting.

Motion made by Director Sewell, Seconded by Vice President Griffith.

Voting Yea: President Duff, Vice President Griffith, Director Sewell, Director Martin

Voting Nay: Director Mayrhofen

AWARD OF CONSTRUCTION INSPECTION AGREEMENTS TO Z&K CONSULTANTS AND LANDMARK CONSULTANTS FOR THE CONSTRUCTION OF THE MSWD MAIN CAMPUS

The Board authorized the General Manager to execute a Professional Services Agreements with Z&K Consultants for construction management services in the amount not to exceed \$641,520, and Landmark Consultants, Inc. for geotechnical inspections in an amount not to exceed \$250,000.00 to oversee construction activities at the MSWD Main Campus.

This item was presented at the Study Session; there is nothing further to add.

Motion made by Vice President Griffith, Seconded by Director Martin.

Voting Yea: President Duff, Vice President Griffith, Director Sewell, Director Martin, Director Mayrhofen

APPROVE CONTRACT AMENDMENT NO. 6 TO RUHNAU CLARKE ARCHITECTS FOR THE MSWD MAIN CAMPUS PROJECT

The Board authorized the General Manager to execute Contract Amendment No. 6 for the Professional Services Agreement with Ruhnau Clarke Architects for the MSWD Main Campus in the amount of \$180,200 for a total of \$2,405,164.

This item was presented at the Study Session; there is nothing further to add.

President Duff emphasized the importance of the project to the community and to every member of Mission Springs Water District. She noted that the District's success depends not only on the quality of its facilities and infrastructure, but also on how the work is carried out. She stressed that contractors and subcontractors are expected to uphold legal and regulatory compliance, safety, integrity, and high professional standards while representing the District on the job site. She concluded by expressing her excitement to see the project move forward.

Motion made by Vice President Griffith, Seconded by Director Martin.

Voting Yea: President Duff, Vice President Griffith, Director Sewell, Director Martin, Director Mayrhofen

APPROVE CONTRACT AMENDMENT NO. 1 TO CANYON SPRINGS ENTERPRISES CONTRACT FOR WELL 22 PROJECT

The Board authorized the General Manager to execute Contract Amendment No. 1 in the amount of \$70,323.61 for a total contract amount of \$1,529,239.61.

This item was presented at the Study Session; there is nothing further to add.

Motion made by Director Sewell, Seconded by Director Martin.

Voting Yea: President Duff, Vice President Griffith, Director Sewell, Director Martin, Director Mayrhofen

AWARD CONTRACT AGREEMENT WITH URBAN HABITAT FOR ANNUAL LANDSCAPE MAINTENANCE FOR DISTRICT FACILITIES FOR 2026-2027

The Board authorized the General Manager to execute a one-year contract with Urban Habitat for Annual Landscape Maintenance for District Facilities for 2026-2027, with the option to extend for two additional one-year terms. The total not to exceed contract amounts, including a 10% contingency, are \$84,629.60 for FY 2026-2027, \$87,230.00 for FY 2027-2028, and \$89,883.20 for FY 2028-2029.

This item was presented at the Study Session; there is nothing further to add.

Motion made by Director Sewell, Seconded by Vice President Griffith.

Voting Yea: President Duff, Vice President Griffith, Director Sewell, Director Martin

Voting Nay: Director Mayrhofen

AWARD CONTRACT WITH GENTRY GENERAL ENGINEERING INC. FOR ON-CALL PAVEMENT AND CONCRETE REPAIRS FOR WATER AND SEWER PROJECTS FOR 2026-2027

The Board authorized the General Manager to execute a one-year contract with Gentry General Engineering Inc. for On-call Pavement and Concrete Repairs for Water and Sewer Projects for 2026-2027, in an amount not to exceed \$250,000.00, with the option to extend for two additional one-year terms, and to negotiate any associated price adjustments.

This item was presented at the Study Session; there is nothing further to add.

President Duff asked that her previous comments be shared with this contractor as well.

Motion made by Vice President Griffith, Seconded by Director Martin.

Voting Yea: President Duff, Vice President Griffith, Director Sewell, Director Martin, Director Mayrhofen

AFFILIATION LIST UPDATE

The Board of Directors discussed, amended, and approved the updated 2026 Affiliation List.

Director Mayrhofen noted he is very unhappy with what is going on with these meetings.

Motion made by Director Sewell, Seconded by Director Martin.

Voting Yea: President Duff, Vice President Griffith, Director Sewell, Director Martin

Voting Nay: Director Mayrhofen

DISCUSSION ITEMS**MSWD MAIN CAMPUS UPDATE**

Most of the items on the agenda were directly related to this topic; no additional update was given.

GROUNDWATER PROTECTION PROGRAM UPDATE

General Manager Macy provided an update on Item 18, the Groundwater Protection Program, with specific

reference to the M-2 project. He noted that the District is still awaiting a schedule from the contractor and reminded the Board that a public meeting is scheduled for Thursday, the 23rd. Assistant General Manager Marion Champion added that the public workshop will be held in person and will also be available via Zoom for those who wish to participate remotely.

The District will provide the presentation materials in both English and Spanish and post them on its website for those unable to attend. Champion explained that the District has created a dedicated webpage with FAQs, a presentation, and a map showing the areas that may be impacted. She also noted that staff is conducting additional social media outreach to encourage public participation and address community questions.

In response to Board questions, staff reported that the District had received one phone call and one email regarding the matter. No online public comments or questions were received during the meeting. Staff confirmed that the workshop recording will be posted to the District's YouTube channel, with a link made available on the District's website following the meeting.

Motion made by Vice President Griffith, Seconded by Director Martin.

Voting Yea: President Duff, Vice President Griffith, Director Sewell, Director Martin, Director Mayrhofen

CONSENT AGENDA

General Manager Macy explained that a monthly demand amount of approximately \$3 million appeared higher than usual because the District was paying down prior debt, as referenced by Urban Futures and confirmed through discussion with the Accounting Manager. A follow-up comment noted that the new Tyler reporting made the transaction easy to understand and clearly showed where the funds went, including the debt payoff. President Duff expressed appreciation for the improved clarity and transparency of the reporting.

Motion made by Vice President Griffith, Seconded by Director Martin.

Voting Yea: President Duff, Vice President Griffith, Director Sewell, Director Martin, Director Mayrhofen

APPROVAL OF MINUTES

It is recommended to approve the minutes as follows:

June 3, 2026 ~ Special Meeting Workshop

June 11, 2026 ~ Study Session

June 15, 2026 ~ Board Meeting

REGISTER OF DEMANDS

The register of demands totaling \$3,090,831.16

REPORTS

DIRECTOR'S REPORTS

Director Martin reported attending the following meetings and events: 6/3 ACWA Region 9 Meeting, 6/4 DVBA Legislative Meeting, 6/9 GCVCC Business Awards, 6/12 ACWA Region 9 Meeting, 6/17

Countywide Oversight Board Meeting, 6/17 DVBA Mixer, 6/22 Cabot's Museum Board Meeting, 6/24 Tribal Water Authority Board Meeting, 6/29 CVAG General Assembly.

Director Sewell reported attending the following meetings and events: 6/2 DHS City Council Meeting, 6/9 GCVCC Business Awards, 6/16 DHS City Council Meeting.

Vice President reported attending the following meetings and events: 6/2 DWA Board Meeting, 6/9 GCVCC Business Awards, 6/16 DWA Board Meeting, 6/29 CVAG General Assembly.

President Duff reported attending the following meetings and events: 6/9 GCVCC Business Awards, 6/12 ACWA State Legislative Meeting, 6/22 ACWA State Legislative Committee Meeting – Emergency Session, 6/29 CVAG General Assembly.

GENERAL MANAGER'S REPORT

Included in this report are the following oral reports:

- A. Finance Report
- B. Public Affairs Report
- C. CSDA Southern Region Election

General Manager Macy noted consensus from the Board to place a vote for Jason Dafforn in the CSDA Southern Region Election.

COMMENTS

DIRECTOR COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

- 1. General Comments
- 2. Requests for Future Agenda Items
- 3. Requests for Future Meetings

Director Sewell noted his excitement about the new building. He also commended staff for their hard work and noted that their work deserves a new building.

Director Martin also commended the staff on all of their hard work.

Director Mayrhofer clarified that his prior comments regarding cleanup efforts by the City and CBEC were not intended to discredit anyone involved, and he specifically acknowledged Council Member Gardner's efforts, stating that the cleanup is needed. He explained that his concern was focused on what remains underground, including makeshift septic tanks from RVs and trash associated with homeless encampments. He noted that because cleanup of underground materials can be costly and is generally the property owner's responsibility, those materials may ultimately be addressed when the property is sold or developed. Director Mayrhofer expressed concern about potential groundwater contamination and referenced pollution issues around many military bases as an example of what he does not want to see occur locally. He stated that stricter rules are needed to protect groundwater and emphasized that doing so would demonstrate the value of the District's water resources, including the mineral water that supports tourism.

Director Mayrhofer also addressed the discussion regarding the Pledge of Allegiance, sharing his family's military background, including his grandfather's service in World War I and part of World War II, as well as other family service connected to Desert Storm. He stated that, given his background and personal

circumstances, he reserves the right to choose when he participates in reciting the Pledge. He concluded by indicating that better communication with President Duff over the past three years would have provided context for his decision not to recite the Pledge at the dais.

President Duff stated that, in the interest of time and ending on a positive note, he would reserve some comments for a future meeting. He expressed appreciation for staff and the hard work they contribute to making MSWD what it is today. He also noted his pride in the District's accomplishments over the past three years and emphasized the importance of continuing to move in the right direction. President Duff concluded by reminding Board members, legal counsel, the General Manager, and staff of their obligations to act with integrity, honesty, and respect toward the organization, employees, neighbors, and community.

ADJOURN

With no further business, President Duff adjourned the meeting at 4:14 PM

Respectfully Submitted,

Dori Petee
Executive Assistant

MISSION SPRINGS WATER DISTRICT
CASH DISBURSEMENTS FOR PERIOD 07-01-2026 THRU 07-31-2026

Payment Date	Check Number	Vendor Name	Payable Description	Total Amount
7/31/2026	9900504	VISUAL EDGE INC	PHOTOCOPY EXPENSE 06.30.26-07.30.26 BILLING PERIOD	\$133.48
7/31/2026	9900503	MARLIN LEASING CORPORATION	PEAC INVOICE CONTRACT 002- JULY 2026	\$173.99
7/30/2026	APA000672	TKE ENGINEERING, INC	RWRF PHASE II & III	\$5,082.50
7/30/2026	APA000672	TKE ENGINEERING, INC	18TH AVE SCE GRANT OUT COACHILLIN	\$290.00
7/30/2026	APA000653	ECOLOGY AUTO PARTS	SLUDGE HAULING - BELT TRAILER	\$2,000.00
7/30/2026	APA000653	ECOLOGY AUTO PARTS	SLUDGE HAULING - 4 LOADS/W.E. 05.29.26	\$5,752.48
7/30/2026	APA000653	ECOLOGY AUTO PARTS	SLUDGE HAULING - 2 LOADS/W.E. 07.17.26	\$3,544.42
7/30/2026	APA000653	ECOLOGY AUTO PARTS	SLUDGE HAULING - TRACTOR UNIT	\$3,000.00
7/30/2026	APA000653	ECOLOGY AUTO PARTS	SLUDGE HAULING	\$5,512.88
7/30/2026	APA000653	ECOLOGY AUTO PARTS	SLUDGE HAULING - TRACTOR UNIT	\$3,000.00
7/30/2026	APA000653	ECOLOGY AUTO PARTS	SLUDGE HAULING - BELT TRAILER	\$2,000.00
7/30/2026	APA000653	ECOLOGY AUTO PARTS	SLUDGE HAULING - 1 LOAD/W.E. 07.03.26	\$1,506.21
7/30/2026	APA000653	ECOLOGY AUTO PARTS	SLUDGE HAULING - 1 LOAD/W.E. 07.17.26	\$1,379.60
7/30/2026	APA000665	MARILYN EVANS	CUSTOMER REFUNDS 07.24.26	\$109.28
7/30/2026	APA000667	PAYNEARME MT, INC.	CHARGEBACKS/ACH RETURNS 04.01.26-06.30.26	\$305.00
7/30/2026	APA000652	DESERT URGENT CARE	DOTRANDOM-A.GRUNNET & A.PERE/PHYSICAL C.JACOBSON	\$215.00
7/30/2026	APA000651	CWEA	Collection Sys. Maintenance Grade 2 Renewal Joey.M	\$119.00
7/30/2026	APA000651	CWEA	LAB ANALYST GRADE1 CERT RENEWAL ANDY.G	\$118.00
7/30/2026	APA000654	GALLAGHER BENEFIT SERVICES INC	2026 ONGOING CLASSIFICATION & COMP. CONSULTING	\$120.00
7/30/2026	APA000647	ATWORK FRANCHISE INC	WWTP OIT - JONAH T./ W.E. 07.12.26	\$2,116.80
7/30/2026	APA000647	ATWORK FRANCHISE INC	WWTP OIT - JONAH T./ W.E. 07.05.26	\$2,096.64
7/30/2026	APA000647	ATWORK FRANCHISE INC	WWTP OIT - JONAH T./W.E. 07.19.26	\$2,116.80
7/30/2026	APA000645	ALYSSA LOPEZ	CUSTOMER REFUNDS 07.24.26	\$177.55
7/30/2026	APA000677	WEST YOST & ASSOCIATES, INC.	REGULATORY REPORTING SUPPORT FOR HWWTP 4/4-5/8/26	\$1,742.75
7/30/2026	APA000677	WEST YOST & ASSOCIATES, INC.	DESIGN & PERMITTING OF MOD HWWTP PONDS 5/9-6/5/26	\$1,681.25
7/30/2026	APA000677	WEST YOST & ASSOCIATES, INC.	NITROGEN CONTROL STRATEGY 4/4-5/8/26	\$349.50
7/30/2026	APA000677	WEST YOST & ASSOCIATES, INC.	REGULATORY REPORTING SUPPORT FOR HWWTP 6/6-6/30/26	\$6,399.50
7/30/2026	APA000677	WEST YOST & ASSOCIATES, INC.	PROGRESS PAYMENT #15	\$1,586.00
7/30/2026	APA000677	WEST YOST & ASSOCIATES, INC.	REGULATORY REPORTING SUPPORT FOR HWWTP 5/9-6/5/26	\$5,553.50
7/30/2026	APA000675	TRIDENT MISSION SPRINGS	POWER BILLING JUNE 2026	\$8,209.62
7/30/2026	APA000662	LENNAR HOMES OF CALIFORNIA INC	CUSTOMER REFUNDS 07.24.26	\$596.87
7/30/2026	APA000661	LANDMARK CONSULTANTS INC	PROFESSIONAL SVCS. WELL 22 06/01-06/30/26	\$2,208.00
7/30/2026	APA000649	COUNTY OF RIVERSIDE	COUNTY ENC. PERMIT - 16590 AVENIDA MIROLA	\$1,859.00
7/30/2026	APA000657	HANSEN ALLEN AND LUCE INC	PROFESSIONAL LEGAL SERVICES-HORTON WTP 6/1-6/30	\$1,373.25
7/30/2026	APA000671	T4 SPATIAL, LLC	CCTV STORAGE - JULY 2026	\$1,250.00
7/30/2026	APA000656	HALEY DOBROWSKI	CUSTOMER REFUNDS 07.24.26	\$41.39
7/30/2026	APA000660	KYLE GROUNDWATER, INC.	WELL 30 HYDRO. SUPPORT SERVICES	\$19,071.00
7/30/2026	APA000650	CVAG	MEMBERSHIP DUES FY 25-26	\$5,660.00
7/30/2026	APA000643	ADAM REED	CUSTOMER REFUNDS 07.24.26	\$50.19
7/30/2026	APA000658	JEFFREY GARDNER	CUSTOMER REFUNDS 07.24.26	\$73.67

7/30/2026	APA000646	APRIL LEE SCOTT	APRIL SCOTT CAPIO CONFERENCE EXPENSE REPORT	\$264.66
7/30/2026	APA000664	MANPOWER US INC.	PAYROLL TECH TEMP WK. END. 06.07.26	\$2,033.60
7/30/2026	APA000664	MANPOWER US INC.	PAYROLL TECH TEMP WK. END. 06.07.26	\$406.72
7/30/2026	APA000655	GERALD M MEAD	CUSTOMER REFUNDS 07.24.26	\$1,105.92
7/30/2026	APA000674	TOTAL CARE WORK INJURY CLINIC	POST ACCIDENT - ROBERT MOJICA	\$115.00
7/30/2026	APA000669	PSD INC	CUSTOMER REFUNDS 07.24.26	\$46.66
7/30/2026	APA000673	TOM DODSON & ASSOCIATES	SEPTIC TO SEWER CEQA COMPLIANCE	\$4,262.77
7/30/2026	APA000648	BRYAN BENITEZ	CUSTOMER REFUNDS 07.24.26	\$82.00
7/30/2026	APA000644	AECOM TECHNICAL SERVICES INC.	PROGRESS PAYMENT #28	\$715.74
7/30/2026	APA000659	JOHNSON CONTROLS US HOLDINGS	QUARTERLY SECURITY SERVICE HORTON AUG-OCT26	\$1,300.08
7/30/2026	APA000668	PROVOST & PRITCHARD ENGINE	PROFESSIONAL SVCS. WELL 22 3/1-3/30/26	\$3,439.00
7/30/2026	APA000663	LF VISUALS INC	POSTAGE & MAILING FEES FOR M2 POSTCARDS	\$669.28
7/30/2026	APA000670	SOUTH COAST AIR QUALITY	AQMD HOT SPOTS FEE - NWRWRF	\$181.11
7/30/2026	APA000676	TYLER TECHNOLOGIES INC	Thermal Receipt Printer Bundle Black + Maintenance	\$1,648.00
7/30/2026	APA000676	TYLER TECHNOLOGIES INC	ANDREW YOUNG GO-LIVE ASSISTANCE BANK REC, MISC REC	\$435.00
7/30/2026	APA000676	TYLER TECHNOLOGIES INC	Symbol Barcode Scanner w/ intellistand	\$901.25
7/30/2026	APA000666	PARKERS BUILDING SUPPLY	SUPPLIES FOR CL2 ANALYZER INSTALLATION - WELL 37	\$29.11
7/30/2026	APA000666	PARKERS BUILDING SUPPLY	SUPPLIES FOR CL2 ANALYZER INSTALLATION - WELL 37	\$45.65
7/29/2026	9900501	WELLS FARGO - WELLSONE	JUNE 2026 BILLING PERIOD	\$25,585.47
7/28/2026	9900490	SOUTHERN CALIFORNIA EDISON COMPANY	301-8247 07.15.26 DILLON RD & DCWWTP AUTOPAY	\$2,126.36
7/27/2026	APA000640	WEST YOST & ASSOCIATES, INC.	NITROGEN CONTROL STRATEGY 6/6-6/30/26	\$605.50
7/27/2026	APA000633	RAY LOPEZ ASSOCIATES	Landscape Inspection	\$3,150.00
7/27/2026	APA000630	LAUGHLIN FALBO LEVY & MORESI LLP	LEGAL SERVICES - FOURNIER V MSWD	\$1,915.00
7/27/2026	APA000642	WILLDAN ENGINEERING	LABOR COMPLIANCE - Z&K 06.2026	\$95.00
7/27/2026	APA000631	MWH CONSTRUCTION INC	WELL 42 CM SERVICES MAY 2026	\$11,417.00
7/27/2026	APA000629	JOHN S. KEE	Boot Reimbursement J.Kee FY 26/27	\$171.27
7/27/2026	APA000634	RUHNAU CLARKE ARCHITECTS	Progress payment # 33 - 100% BID Phase	\$2,633.95
7/27/2026	APA000627	FARMER BROS. CO	Admin Coffee Order	\$349.59
7/27/2026	APA000632	PARKERS BUILDING SUPPLY	COMPRESSION FITTINGS FOR TERRACE BOOSTER	\$6.50
7/27/2026	APA000632	PARKERS BUILDING SUPPLY	WATER PRESSURE REDUCING VALVE	\$130.49
7/27/2026	APA000632	PARKERS BUILDING SUPPLY	FASTENERS FOR CL2 PUMP MOUNT FOR WELL 27	\$11.04
7/27/2026	APA000632	PARKERS BUILDING SUPPLY	WATER PRESSURE REDUCING VALVE FOR WELL 28	\$130.49
7/27/2026	APA000632	PARKERS BUILDING SUPPLY	CREDIT MEMO FOR INVOICE 8243933	(\$130.49)
7/27/2026	APA000632	PARKERS BUILDING SUPPLY	FLAT STEEL BAR & FASTENERS FOR WELL 37	\$62.56
7/27/2026	APA000636	STURDIVAN EMERGENCY MANAGEMENT CONSULTING LLC	AWIA 2026 ERP UPDATE	\$17,000.00
7/27/2026	APA000625	ENTERPRISE FM TRUST	ENTERPRISE FLEET MANAGEMENT 07/2026	\$35,704.32
7/27/2026	APA000638	TOM DODSON & ASSOCIATES	SEPTIC TO SEWER CEQA COMPLIANCE	\$2,550.00
7/27/2026	APA000623	CITY OF DESERT HOT SPRINGS	CITY OF DHS UUT MAY 2026	\$46,226.74
7/27/2026	APA000626	ENVIROGEN TECHNOLOGIES INC	WELL 26A URANIUM TREATMENT - JUNE 2026	\$4,179.72
7/27/2026	APA000637	TKE ENGINEERING, INC	RWRF PHASE II & III(MSWD JOB NO. 11426 & 11426)	\$4,412.50
7/27/2026	APA000637	TKE ENGINEERING, INC	FY-25/26 GENERAL ENGINEERING SERVICES	\$10,390.00
7/27/2026	APA000628	JENNIFER R MAEL	VARIOUS FIRE FLOW TESTS 6.1.26-6.30.26	\$2,400.00
7/27/2026	APA000624	CITY OF DESERT HOT SPRINGS	Blanket Encroachment Permits 2026 - 2027 - City	\$2,000.00
7/27/2026	APA000620	AECOM TECHNICAL SERVICES INC.	WELL 42 REDESIGN PP #32	\$1,229.50

7/27/2026	9900484	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 07.17.26	\$43,921.24
7/27/2026	APA000641	WESTAIR GASES & EQUIPMENT, INC.	GASES FOR C&M	\$85.93
7/27/2026	9900486	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 07.17.26	\$16,515.64
7/27/2026	APA000639	VERTEXONE SOFTWARE LLC	ANNUAL RENEWAL OF CUST. PORTAL & BILL INTEGRATION	\$33,412.26
7/27/2026	APA000622	ANSAFONE CONTACT CENTERS	ANSAFONE ANSWERING SERVICE - C&M & WW	\$451.53
7/27/2026	9900482	HOME DEPOT CREDIT SERVICES	HOME DEPOT JUNE 2026 PURCHASES	\$3,754.02
7/27/2026	APA000635	STAPLES	KEYBOARD & MOUSE BATTERIES IT	\$159.71
7/27/2026	APA000621	ALTA LANGUAGE SERVICES INC	BILINGUAL TEST - DANIEL LOPEZ	\$58.00
7/24/2026	9900478	STATE OF CA EDD	STATE TAXES PPE 07.17.26	\$15,662.07
7/24/2026	9900480	RIVERSIDE COUNTY DCSS - MAIN OFFICE	MONTHLY IWO PPE 07.17.26	\$446.17
7/24/2026	9900474	EFTPS-IRS PAYROLL TAX REMITTANCE	PPE 07.17.26 FED TAXES WITHHELD	\$67,793.49
7/23/2026	9900476	WELLS FARGO BANK	WF AUTO DEPOSIT PPE 07.17.26	\$167,492.17
7/22/2026	9900488	QUADIENT FINANCE USA, INC.	POSTAGE - JULY 2026	\$500.00
7/22/2026	9900505	SOUTHERN CALIFORNIA EDISON COMPANY	206-4802 07.10.26 AUTOPAY	\$8,266.16
7/21/2026	9900463	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Unfunded Accrued Liability(UAL) PEPPRA & CLASSIC	\$877,879.00
7/17/2026	9900462	PAYMENTUS CORPORATION	JUNE 2026 CREDIT CARD FEES	\$4,569.85
7/16/2026	APA000576	DLT SOLUTIONS LLC	AUTOCADD ANNUAL SUB RENEWAL FY 26-27	\$4,955.70
7/16/2026	APA000568	B-81 PAVING INC	PAVING @ 10 LOCATIONS AS IDENTIFIED ON INV.	\$13,933.50
7/16/2026	APA000568	B-81 PAVING INC	PAVING @ 30 LOCATIONS AS IDENTIFIED ON INV.	\$41,560.50
7/16/2026	APA000568	B-81 PAVING INC	CONCRETE SLABS FOR CHLORINE BLDGS. 4 WELL 28,38,34	\$15,540.00
7/16/2026	APA000607	STAPLES	REPLACEMENT INK TONER FOR ACCOUNTING	\$342.55
7/16/2026	APA000602	ROSA F GUTIERREZ	CUSTOMER REFUNDS R071026	\$82.00
7/16/2026	APA000574	DAVID EVANS	CUSTOMER REFUNDS R062626	\$10.38
7/16/2026	APA000587	LAKESHIA MORA	CUSTOMER REFUNDS R062626	\$36.96
7/16/2026	APA000601	RITA M. HUBER	Petty Cash Replenishment Qtr. 4	\$64.98
7/16/2026	APA000569	BABCOCK LABORATORIES INC	65000 TWO BUNCH PALMS TRL. - JEETER	\$429.00
7/16/2026	APA000569	BABCOCK LABORATORIES INC	65321 TWO BUNCH PALMS TRL. - CULTURE DHS	\$429.00
7/16/2026	APA000569	BABCOCK LABORATORIES INC	13310 LITTLE MORONGO RD. - SNIDER LS #3	\$429.00
7/16/2026	APA000569	BABCOCK LABORATORIES INC	13310 LITTLE MORONGO RD. - SNIDER LS #4	\$429.00
7/16/2026	APA000569	BABCOCK LABORATORIES INC	13310 LITTLE MORONGO RD. - SNIDER LS #2	\$429.00
7/16/2026	APA000569	BABCOCK LABORATORIES INC	65283 TWO BUNCH PALMS TRL. - CULTURE DHS	\$429.00
7/16/2026	APA000569	BABCOCK LABORATORIES INC	TOTAL N PACKAGE - HORTON	\$429.00
7/16/2026	APA000569	BABCOCK LABORATORIES INC	13310 LITTLE MORONGO RD. - SNIDER LS #1	\$429.00
7/16/2026	APA000582	GRAINGER	FOOD GRADE GREASE WTR PRODUCTION	\$229.94
7/16/2026	APA000593	O'REILLY AUTOMOTIVE INC.	2 CYCLE OIL FLEET MAINTENANCE	\$30.43
7/16/2026	APA000604	RUSSELL SINGER	CUSTOMER REFUNDS R071026	\$436.02
7/16/2026	APA000613	WATERLINE TECHNOLOGIES INC	10-2005 1.00 9.00 UN1791 HYPOCHLORITE SOLUTION 53	\$2,221.76
7/16/2026	APA000613	WATERLINE TECHNOLOGIES INC	10-2005 1.00 UN1791 HYPOCHLORITE SOLUTION 53 - GAL	\$2,221.76
7/16/2026	APA000613	WATERLINE TECHNOLOGIES INC	10-2005 1.00 11.00 UN1791 HYPOCHLORITE SOLUTION 53	\$2,715.49
7/16/2026	APA000613	WATERLINE TECHNOLOGIES INC	10-2005 1.00 9.00 UN1791 HYPOCHLORITE SOLUTION 53	\$2,221.76
7/16/2026	APA000572	CLINICAL LABORATORY OF SAN BERNARDINO	LAB SERVICES FOR SAMPLES IN 06/2026	\$950.00
7/16/2026	APA000589	MARIA ANTONIA YANEZ	CUSTOMER REFUNDS R071026	\$62.02
7/16/2026	APA000571	CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES	Chromium VI Regulation Appeal	\$3,000.00
7/16/2026	APA000615	WESTCOAST INDUSTRIES	Sqwincher Sqweeze Hydration Freeze Pops Restock	\$368.82

7/16/2026	APA000612	VISUAL EDGE INC	VISUAL EDGE CONTRACT BASE RATE AND OVERAGE CHARGE	\$1,828.54
7/16/2026	APA000612	VISUAL EDGE INC	VISUAL EDGE CONTRACT BASE RATE AND OVERAGE CHARGE	(\$1,828.54)
7/16/2026	APA000606	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES - OVER RETAINER	\$33,572.00
7/16/2026	APA000606	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES RETAINER	\$6,500.00
7/16/2026	APA000594	PARKERS BUILDING SUPPLY	10" FENCE PLIERS	\$27.17
7/16/2026	APA000594	PARKERS BUILDING SUPPLY	RESTOCK PALLET 60LB BASS CONCRETE	\$263.09
7/16/2026	APA000594	PARKERS BUILDING SUPPLY	APP18650 AMERICAN POWER PULL 18650 6' 4-TON CABLE	\$101.12
7/16/2026	APA000594	PARKERS BUILDING SUPPLY	IRON JAW RING FENCE PLIERS	\$41.30
7/16/2026	APA000594	PARKERS BUILDING SUPPLY	RESTOCK PALLET 60 LB CONCRETE BASS	\$300.00
7/16/2026	APA000594	PARKERS BUILDING SUPPLY	STEEL TIE WIRE	\$16.30
7/16/2026	APA000586	L O LYNCH QUALITY WELLS & PUMPS INC	PROGRESS PAYMENT #4 WELL 30 REHAB.	\$64,298.00
7/16/2026	APA000586	L O LYNCH QUALITY WELLS & PUMPS INC	PROGRESS PAYMENT #5 WELL 30 REHAB.	\$31,772.50
7/16/2026	APA000563	ACWA JPIA	ACWA WORKERS COMP Q4	\$37,592.68
7/16/2026	APA000608	STEPHANNI WILLIAMSON	CUSTOMER REFUNDS R062626	\$134.07
7/16/2026	APA000591	MCCROMETER INC	L0206 TOP PLATE RED BUD RES	\$3,374.23
7/16/2026	APA000591	MCCROMETER INC	8" TOP PLATE FOR WELL 30	\$3,401.24
7/16/2026	APA000585	KALEENA MARSHALL	CUSTOMER REFUNDS R062626	\$18.75
7/16/2026	APA000610	ULINE INC	TRANSFER PIPETTE WRIGHT PLANT	\$122.38
7/16/2026	APA000610	ULINE INC	ULINE BLK 6 MIL NITRILE GLVS-XL WP	\$183.42
7/16/2026	APA000577	ECOLOGY AUTO PARTS	SLUDGE HAULING - 2 LOADS/W.E. 06.30.26	\$2,924.42
7/16/2026	APA000579	ENTERPRISE FM TRUST	ENTERPRISE FLEET MANAGEMENT 06/2026	\$71,677.45
7/16/2026	APA000590	MARK BECKMANN	CUSTOMER REFUNDS R071026	\$19.50
7/16/2026	APA000575	DESERT VALLEY DISPOSAL, INC.	JUNE SERVICES CHARGES CORP YARD	\$1,715.54
7/16/2026	APA000575	DESERT VALLEY DISPOSAL, INC.	JUNE SERVICE CHARGE HORTON PLANT	\$639.38
7/16/2026	APA000598	PLUMBERS DEPOT INC	REPLACEMENT NOZZLE FOR GAPVAX	\$962.95
7/16/2026	APA000580	ETIENNETTE VILLASENOR	CUSTOMER REFUNDS R062626	\$82.00
7/16/2026	APA000573	COUNTY OF RIVERSIDE AUDITOR CONTROLLER	COUNTY OF RIVERSIDE LAFCO FEES FY 26-27	\$5,883.92
7/16/2026	APA000570	BRINKS INCORPORATED	JULY 2026 - SERVICES FLAT FEE	\$412.15
7/16/2026	APA000570	BRINKS INCORPORATED	JUNE 2026 - CIT EXCESS FEE	\$167.88
7/16/2026	APA000616	WHITE CAP, L.P.	POWDER HYDRATION SUPPLEMENT FIELD STAFF	\$97.66
7/16/2026	APA000616	WHITE CAP, L.P.	HYDRATION FREEZE POPS FIELD STAFF PURCHASING	\$99.98
7/16/2026	APA000616	WHITE CAP, L.P.	RESTOCK WORK GLOVES FIELD STAFF PURCHASING	\$603.43
7/16/2026	APA000616	WHITE CAP, L.P.	RESTOCK ROUND POINT SHOVELS, 2 GAL IGLOO COOLERS	\$518.05
7/16/2026	APA000603	ROYAL EMERAL PHARMACEUTICALS	CUSTOMER REFUNDS R062626	\$100.00
7/16/2026	APA000596	PETER G KOTAS	CUSTOMER REFUNDS R071026	\$607.97
7/16/2026	APA000599	PROVOST & PRITCHARD ENGINE	3RD PEER REVIEW OF WSA/WSV	\$935.00
7/16/2026	APA000581	FERGUSON WATERWORKS #1083	T10 R9001 V5 CF P/C W/ 6' ANT WITH SPECIAL S2509	\$3,945.45
7/16/2026	APA000581	FERGUSON WATERWORKS #1083	N/O METER REG 1 & 2	\$8,123.62
7/16/2026	APA000581	FERGUSON WATERWORKS #1083	NEPTUNE 360 AMI 10001-20000	\$56,218.45
7/16/2026	APA000605	SHERWIN-WILLIAMS	RESTOCK SAFETY YELLOW HYDRANT PAINT	\$450.46
7/16/2026	APA000578	EDUARDO MELENDREZ	CUSTOMER REFUNDS R062626	\$113.03
7/16/2026	APA000617	WILLDAN ENGINEERING	LABOR COMPLIANCE - RAY LOPEZ 06.2026	\$47.50
7/16/2026	APA000611	USA BLUEBOOK	INSECT REPELLENT FIELD STAFF	\$96.04
7/16/2026	APA000611	USA BLUEBOOK	Grundfos Replacement Diaphragm WP	\$556.14

7/16/2026	APA000611	USA BLUEBOOK	REAGENT TESTER DRUM PUMP WP	\$2,286.75
7/16/2026	APA000609	TIFFANY CASTREJON	CUSTOMER REFUNDS R071026	\$67.24
7/16/2026	APA000597	PHOTOVOLTAICS CALIFORNIA	LITTLE MORONGO/19TH AVENUE RES-BCT SITE REPAIRS	\$90,590.43
7/16/2026	APA000564	ACWA/JOINT POWERS INSURANCE AUTHORITY	Restitution: Esposito and Patneade	\$500.00
7/16/2026	APA000614	WEST COAST SAND AND GRAVEL INC.	RESTOCK BASE MATERIAL CORP YARD	\$586.57
7/16/2026	APA000614	WEST COAST SAND AND GRAVEL INC.	RESTOCK BASE MATERIAL CORP YARD	\$1,283.24
7/16/2026	APA000592	MICHAEL ESTRADA	CUSTOMER REFUNDS R071026	\$105.80
7/16/2026	APA000583	INFOSEND INC	JUNE 2026 BILLINGS	\$6,946.76
7/16/2026	APA000588	LF VISUALS INC	CCR PRINTING AND SHIPPING	\$17,457.72
7/16/2026	APA000618	WILLIAM E BOGART	CUSTOMER REFUNDS R071026	\$592.55
7/16/2026	APA000619	ZORO TOOLS INC	Chain Link Fencing Fabric, 6 ft. H X 50 ft Repairs	\$862.72
7/16/2026	APA000567	AMBROSIO RENDON	CUSTOMER REFUNDS R071326	\$667.56
7/16/2026	APA000565	ACWA-JPIA HEALTH BENEFITS AUTH.	ACWA-JPIA HEALTH BENEFITS AUTH. AUG 2026	\$123,310.34
7/16/2026	APA000595	PAULINE ASHDOWN	CUSTOMER REFUNDS R071026	\$195.31
7/16/2026	APA000600	RIGO ROMO	CUSTOMER REFUNDS R062626	\$81.90
7/16/2026	APA000566	AIR & HOSE SOURCE INC.	REPLACEMENT HYDRAULIC HOSE UNIT 385	\$65.52
7/16/2026	APA000566	AIR & HOSE SOURCE INC.	2-1/2" Female NST Swivel X 2" Male NPT Brass Adapt	\$905.00
7/16/2026	APA000566	AIR & HOSE SOURCE INC.	REPLACEMENT WTR HOSE	\$84.28
7/16/2026	APA000584	JOSEPH DAHL	CUSTOMER REFUNDS R071026	\$65.84
7/15/2026	9900449	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 07.03.26	\$44,166.55
7/15/2026	9900457	SOUTHERN CALIFORNIA EDISON COMPANY	201-6334 07.02.26 AUTOPAY	\$167,777.77
7/15/2026	9900459	SOUTHERN CALIFORNIA EDISON COMPANY	301-7080 07.02.26 AUTOPAY	\$272.96
7/15/2026	9900461	SOUTHERN CALIFORNIA EDISON COMPANY	301-4547 07.02.26 AUTOPAY	\$19,919.06
7/13/2026	9900445	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 07.03.26	\$18,428.61
7/13/2026	9900435	WELLS FARGO - WELLSONE	2ND CALENDAR QTR BK FEES	\$9,888.40
7/10/2026	9900441	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX PPE 07.03.26	\$69,704.48
7/10/2026	9900443	STATE OF CA EDD	STATE TAX PPE 07.03.26	\$15,800.31
7/10/2026	9900439	RIVERSIDE COUNTY DCSS - MAIN OFFICE	MONTHLY IWO PPE 07.03.26	\$400.00
7/9/2026	APA000555	ROBERT G MODRICH	JUNE 2026 UNIDATA SUPPORT	\$4,120.50
7/9/2026	APA000553	PLUMBERS DEPOT INC	SERVICE/MAINTENANCE UNIT 415	\$4,405.70
7/9/2026	APA000523	ALFREDO ROMERO	CUSTOMER REFUNDS - ALFREDO ROMERO	\$14.73
7/9/2026	APA000537	ECOLOGY AUTO PARTS	SLUDGE HAULING - 1 LOAD/W.E. 06.19.26	\$1,476.07
7/9/2026	APA000537	ECOLOGY AUTO PARTS	SLUDGE HAULING - 3 LOADS/W.E. 06.26.26	\$4,409.10
7/9/2026	APA000535	DESERT ARC SHREDDING & RECYCLING	SHREDDING SERVICE 06.22.2026	\$75.00
7/9/2026	APA000543	INFOSEND INC	MAY 2026 CUSTOMER NEWSLETTER PRINT & INSERTION FEE	\$1,260.80
7/9/2026	APA000546	JANICE THOMPSON	CUSTOMER REFUNDS - JANICE THOMPSON	\$14.76
7/9/2026	APA000533	CV STRATEGIES	STRATEGIC COMMUNICATION SERVICES FOR JUNE 2026	\$2,081.25
7/9/2026	APA000541	GAFCON PM-CM LLC	ON-CALL PROFESSIONAL LCP MONITORING	\$2,860.50
7/9/2026	APA000522	ALEXANDER CUAHUIZO	CUSTOMER REFUNDS - ALEXANDER CUAHUIZO	\$82.00
7/9/2026	APA000524	ALVARO LIMON	CUSTOMER REFUNDS - ALVARO LIMON	\$6.16
7/9/2026	APA000532	CORONA ENVIRONMENTAL CONSULTING LLC	CHROMIUM-6 PDR	\$23,290.00
7/9/2026	APA000552	PLATINUM STRATEGIES INC	JUNE 2026 ACCOUNTING CONSULTANT	\$5,507.10
7/9/2026	APA000525	AMBER DUFF	MILEAGE REIMBURSEMENT - AMBER DUFF - JUNE 2026	\$87.00
7/9/2026	APA000538	EXECUTIVE FACILITIES SERVICES INC	JUNE JANITORIAL SERVICES	\$3,185.35

7/9/2026	APA000536	DHS EAGLES INC	SPONSORSHIP - DHS EAGLES FOOTBALL & CHEER	\$250.00
7/9/2026	APA000550	O'REILLY AUTOMOTIVE INC.	OIL FILTER CHANGE UNIT 461	\$4.08
7/9/2026	APA000550	O'REILLY AUTOMOTIVE INC.	OIL/FILTER CHANGE UNIT 461	\$53.20
7/9/2026	APA000547	KENWOOD ENERGY	O&M MAINTENANCE RFP & DISCUSSIONS	\$1,736.25
7/9/2026	APA000547	KENWOOD ENERGY	CONSULTANT SERVICES - PPA SOLAR 06.26	\$7,356.25
7/9/2026	APA000558	RUSS MARTIN	MILEAGE REIMBURSEMENT - RUSS MARTIN - JUNE 2026	\$200.10
7/9/2026	APA000526	ATWORK FRANCHISE INC	WWTP OIT - JONAH T./W.E. 06.28.26	\$2,116.80
7/9/2026	APA000557	ROGERS,ANDERSON,MALODY & SCOTT, LLP.	FINAL PROGRESS BILLING FOR FY 2025 AUDIT	\$3,250.00
7/9/2026	9900447	WELLS FARGO BANK	WF AUTO DEPOSIT PPE 07.03.26	\$172,550.71
7/9/2026	APA000542	GOVERNMENT FINANCE OFFICER	Budget Award Application Review Fee FYB 2026	\$380.00
7/9/2026	APA000529	BURKE WILLIAMS & SORENSEN LLP	CABOT MGMT LLC - ADMINISTRATIVE APPEAL	\$10,683.00
7/9/2026	APA000529	BURKE WILLIAMS & SORENSEN LLP	CABOT MGMT LLC - ADMINISTRATIVE ENFORCEMENT APPEAL	\$9,057.00
7/9/2026	APA000554	PROPER T VIEW INC	CUSTOMER REFUNDS - PROPER T VIEW	\$24.72
7/9/2026	APA000561	WHITE CAP, L.P.	FT SONOTUBE CONCRETE FORM C&M	\$190.72
7/9/2026	APA000549	MOTION INDUSTRIES, INC.	REPLACEMENT DODGE BEARING FOR AERATION BRUSH #1	\$3,054.29
7/9/2026	APA000556	ROBERT GRIFFITH	MILEAGE REIMBURSEMENT - ROBERT GRIFFITH JUNE 2026	\$79.75
7/9/2026	APA000544	INTELESYS INC	MONTHLY IT SERVICES JUNE 2026	\$10,498.95
7/9/2026	APA000534	DAVID EVANS	CUSTOMER REFUNDS - DAVID EVANS	\$46.77
7/9/2026	9900571	AFLAC	JUNE 2026 AFLAC DEDUCTIONS	\$2,232.92
7/9/2026	APA000527	BERLINDA BLACKBURN	SERVICES PERFORMED IN JUNE 2026	\$10,093.53
7/9/2026	APA000530	CASAMAR GROUP, LLC	LABOR COMPLIANCE - LAYNE CHRISTENSEN 05.2026	\$384.21
7/9/2026	APA000530	CASAMAR GROUP, LLC	LABOR COMPLIANCE - LAYNE CHRSTENSEN 06.26	\$384.21
7/9/2026	APA000530	CASAMAR GROUP, LLC	LABOR COMPLIANCE - LAYNE CHRISTENSEN 04.2026	\$128.07
7/9/2026	APA000531	CASEY DOLAN	Paid media management (Google Ads, Meta Ads), mont	\$795.00
7/9/2026	APA000562	YOBANA NIETO MONTOYA	CUSTOMER REFUNDS - YOBANA NIETO MONTOYA	\$63.07
7/9/2026	APA000545	IVAN SEWELL	MILEAGE REIMBURSEMENT - IVAN SEWELL - JUNE 2026	\$33.35
7/9/2026	APA000528	BILL JOE VERMILLION	CUSTOMER REFUNDS - BILL JOE VERMILLION	\$40.38
7/9/2026	APA000539	FIBERGRATE COMPOSITE STRUCTURES INC.	REPLACEMENT LEG & CHANNEL FOR INFLUENT WET WELL	\$2,343.52
7/9/2026	APA000560	SOUTHERN CALIFORNIA EDISON COMPANY	101-3084 06.18.26	\$4,305.94
7/9/2026	APA000560	SOUTHERN CALIFORNIA EDISON COMPANY	101-3084 06.18.26	(\$4,305.94)
7/9/2026	APA000551	PARKERS BUILDING SUPPLY	FASTENERS & STEEL ROD FOR SHOP	\$43.63
7/9/2026	APA000559	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES LAKEVIEW BOWMAN	\$26.00
7/9/2026	APA000559	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES - LABOR ISSUES	\$1,050.00
7/9/2026	APA000559	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES LAKEVIEW LOAN	\$138.50
7/9/2026	APA000540	FRED KABALAWI	CUSTOMER REFUNDS - FRED KABALAWI	\$67.76
7/9/2026	APA000548	MAC'S MOBILE AUTOGLASS	WINDSHIELD REPLACEMENT UNIT 427	\$462.13
7/8/2026	9900422	PAYNEARME MT, INC.	JUNE 2026 PNM FEES	\$10,139.62
7/7/2026	APA000511	MARIA TORREZ	SMART CONTROLLER REBATE	\$150.00
7/7/2026	APA000516	O'REILLY AUTOMOTIVE INC.	REPLACEMENT AIR FILTER UNIT 414	\$20.56
7/7/2026	APA000516	O'REILLY AUTOMOTIVE INC.	OIL SEAL FOR UNIT 448	\$12.80
7/7/2026	APA000516	O'REILLY AUTOMOTIVE INC.	REPLACEMENT FLOOR MATS UNIT 470	\$43.49
7/7/2026	APA000516	O'REILLY AUTOMOTIVE INC.	NYLON WIRE TIES FOR SHOP	\$18.48
7/7/2026	APA000500	ATWORK FRANCHISE INC	WWTP OIT - JONAH T./W.E 06.14.26	\$1,614.06
7/7/2026	APA000500	ATWORK FRANCHISE INC	WWTP OIT - JONAH T./W.E. 06.21.26	\$2,116.80

7/7/2026	APA000508	KYLE GROUNDWATER, INC.	WELL 30 HYDRO. SUPPORT SERVICES	\$20,875.00
7/7/2026	APA000520	VESTIS SERVICES INC	UNIFORM SERVICES 06.25.26	\$444.11
7/7/2026	APA000510	LEED ELECTRIC INC	REDBUD ELECTRICAL PANEL UPGRADE	\$34,724.00
7/7/2026	APA000510	LEED ELECTRIC INC	VALLEY VIEW RESERVOIR MERCURY SWITCHES REPLACEMENT	\$4,523.00
7/7/2026	APA000510	LEED ELECTRIC INC	GATEWAY AND VISTA RESERVOIR SWITCH REPLACEMENT	\$10,076.00
7/7/2026	APA000506	IRIS VINEYARD	3 BATH HOME TOILET REBATE	\$300.00
7/7/2026	APA000512	MDN WATER MANAGEMENT SERVICES INC	Wright RWRf Grant RWRf Construction - MAY 2026	\$12,995.50
7/7/2026	APA000521	ZACHARY M NORMAN	WATER TREATMENT RENEWAL T2 - ZACHARY N.	\$60.00
7/7/2026	APA000515	MOTION INDUSTRIES, INC.	REPLACEMENT FAN FOR ELECTRIC MOTOR	\$67.41
7/7/2026	APA000502	DESERT TIRE AND AUTO REPAIR	REPLACEMENT TIRE UNIT 410	\$270.00
7/7/2026	APA000509	LAUGHLIN FALBO LEVY & MORESI LLP	LEGAL SERVICES FOURNIER V MSWD JUNE 26	\$550.00
7/7/2026	APA000509	LAUGHLIN FALBO LEVY & MORESI LLP	LEGAL SERVICES FOURNIER V MSWD MAY 26	\$1,722.30
7/7/2026	APA000518	PARKERS BUILDING SUPPLY	ELECTRICAL JUNCTION BOXES & MATERIALS FOR SBR 1	\$65.96
7/7/2026	APA000518	PARKERS BUILDING SUPPLY	JME67462 - JM EAGLE 67462 1" X 10' SCHEDULE 40 PVC	\$43.46
7/7/2026	APA000518	PARKERS BUILDING SUPPLY	HOSE CLAMPS FOR REPAIRS FOR VALLEY VIEW TANK	\$9.75
7/7/2026	APA000517	PALM SPRINGS PEST CONTROL, INC.	PEST CONTROL SVCS. - NWRWRf	\$115.00
7/7/2026	APA000517	PALM SPRINGS PEST CONTROL, INC.	PEST CONTROL SVCS. - CORP YARD	\$125.00
7/7/2026	APA000517	PALM SPRINGS PEST CONTROL, INC.	PEST CONTROL SVCS. - ADMIN BLDG.	\$150.00
7/7/2026	APA000517	PALM SPRINGS PEST CONTROL, INC.	PEST CONTROL SVCS. - ANNEX BLDG	\$80.00
7/7/2026	APA000519	USA BLUEBOOK	Digestion Vials; 20mm; 5/PK; LZP065 GovMVMt Contra	\$32.51
7/7/2026	APA000519	USA BLUEBOOK	ITEMS FOR HORTON PLANT	\$1,739.79
7/7/2026	APA000519	USA BLUEBOOK	Clear Braided PVC Hose; 25ft Roll; 0.594" OD; 3/8"	\$216.86
7/7/2026	APA000519	USA BLUEBOOK	Swing Sampler; 24-ft. Fiberglass Pole with Bottle	\$630.09
7/7/2026	APA000519	USA BLUEBOOK	ITEMS FOR WRIGHT PLANT	\$539.08
7/7/2026	APA000519	USA BLUEBOOK	Digestion Vials; 20mm; 5/PK; LZP065 GovMVMt Contra	\$32.51
7/7/2026	APA000507	JOSIAH PEREZ	JOSIAH PEREZ BOOT REIMBURSEMENT	\$190.30
7/7/2026	APA000503	DOWNING CONSTRUCTION INC	PROGRESS PAYMENT #23	\$23,940.96
7/7/2026	APA000513	METTLER-TOLDEO INTERNATIONAL, INC	ANNUAL SCALE CALIBRATION & CERTIFICATION	\$502.79
7/7/2026	APA000501	BABCOCK LABORATORIES INC	TOTAL N PACKAGE HORTON WELLS & PONDS	\$1,015.00
7/7/2026	APA000501	BABCOCK LABORATORIES INC	TOTAL N PACKAGE WELL 29 & WELL 37	\$406.00
7/7/2026	APA000501	BABCOCK LABORATORIES INC	TOTAL N PACKAGE HORTON INFLUENT	\$429.00
7/7/2026	APA000501	BABCOCK LABORATORIES INC	TOTAL N PACKAGE CLARIFIER EFFLUENT	\$268.00
7/7/2026	APA000501	BABCOCK LABORATORIES INC	TOTAL N PACKAGE HORTON	\$429.00
7/7/2026	APA000505	FAITH LARSEN	CLOTHES WASHER REBATE	\$150.00
7/7/2026	APA000504	ECOLOGY AUTO PARTS	SLUDGE HAULING - 3 LOADS/ W.E. 06.12.26	\$4,901.18
7/7/2026	APA000504	ECOLOGY AUTO PARTS	SLUDGE HAULING - TRACTOR UNIT	\$3,000.00
7/7/2026	APA000504	ECOLOGY AUTO PARTS	SLUDGE HAULING - TRACTOR UNIT	\$3,000.00
7/7/2026	APA000504	ECOLOGY AUTO PARTS	SLUDGE HAULING - BELT TRAILER	\$2,000.00
7/7/2026	APA000504	ECOLOGY AUTO PARTS	SLUDGE HAULING - BELT TRAILER	\$2,000.00
7/7/2026	APA000504	ECOLOGY AUTO PARTS	SLUDGE HAULING - 3 LOADS/W.E. 06.19.26	\$4,428.21
7/7/2026	APA000514	MISSION LAKES COUNTRY CLUB	COMMERCIAL TURF REBATE	\$27,440.00
7/6/2026	9900500	VISUAL EDGE INC	VISUAL EDGE CONTRACT BASE RATE AND OVERAGE CHARGE	\$1,828.54
7/1/2026	9900418	SOUTHERN CALIFORNIA EDISON COMPANY	8491MAY2026	\$14,925.37
7/1/2026	9900437	SOUTHERN CALIFORNIA EDISON COMPANY	101-3084 06.18.26 AUTOPAY	\$4,305.94

CURRENT CHECK TOTAL

\$3,050,081.20

MISSION SPRINGS WATER DISTRICT
CASH DISBURSEMENTS FOR PERIOD 08-01-2026 THRU 08-31-2026

Payment Date	Check Number	Vendor Name	Payable Description	Total Amount
8/27/2026	APA000786	BARBARA HYMAN	CUSTOMER REFUNDS BARBARA HYMAN	\$15.95
8/27/2026	APA000785	BABCOCK LABORATORIES INC	TOTAL N PACKAGE - INFLUENT	\$162.00
8/27/2026	APA000785	BABCOCK LABORATORIES INC	TOTAL N PACKAGE - EFFLUENT	\$113.00
8/27/2026	APA000785	BABCOCK LABORATORIES INC	TOTAL N PACKAGE - EFFLUENT	\$113.00
8/27/2026	APA000785	BABCOCK LABORATORIES INC	TOTAL N PACKAGE CLARIFIER EFFLUENT	\$268.00
8/27/2026	APA000785	BABCOCK LABORATORIES INC	TOTAL N PACKAGE - EFFLUENT	\$162.00
8/27/2026	APA000813	PAULINE ASHDOWN	CUSTOMER REFUNDS PAULINE ASHDOWN	\$23.74
8/27/2026	APA000807	MICHAEL CONIGLIO	CUSTOMER REFUNDS R080726	\$41.73
8/27/2026	APA000803	MATTHEW ZAMORA TORRES	CDL EXAM FEE REIMBURSEMENT - MATTHEW Z.	\$100.00
8/27/2026	APA000794	COUNTY OF RIVERSIDE	ENC. PERMIT COUNTY BLANKET FY 26/27	\$1,921.00
8/27/2026	APA000783	ACWA JPIA	EXCESS CRIME INSURANCE 26/27	\$790.00
8/27/2026	APA000821	SWRCB ACCOUNTING OFFICE	RES-BCT SWPPP	\$1,051.00
8/27/2026	APA000817	SHEPPARD MULLIN RICHTER & HAMPTON LLP	LEGAL SVCS MSWD V SCE	\$347.40
8/27/2026	APA000788	BRYAN FELD	TOILET REBATE X4 MULTIFAMILY UNIT	\$600.00
8/27/2026	APA000818	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES LAKEVIEW-BOWMAN	\$108.50
8/27/2026	APA000818	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES OVER RETAINER JULY 2026	\$3,767.50
8/27/2026	APA000818	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES RETAINER JULY 2026	\$6,500.78
8/27/2026	APA000814	RIGO ROMO	CUSTOMER REFUNDS RIGO ROMO	\$50.00
8/27/2026	APA000796	ECOLOGY AUTO PARTS	SLUDGE HAULING	\$3,000.00
8/27/2026	APA000796	ECOLOGY AUTO PARTS	SLUDGE HAULING - BELT TRAILER	\$2,000.00
8/27/2026	APA000796	ECOLOGY AUTO PARTS	SLUDGE HAULING	\$5,362.65
8/27/2026	APA000796	ECOLOGY AUTO PARTS	SLUDGE HAULING	\$4,181.22
8/27/2026	APA000796	ECOLOGY AUTO PARTS	SLUDGE HAULING	\$1,786.35
8/27/2026	APA000796	ECOLOGY AUTO PARTS	SLUDGE HAULING - TRACTOR UNIT	\$3,000.00
8/27/2026	APA000796	ECOLOGY AUTO PARTS	SLUDGE HAULING - BELT TRAILER	\$2,000.00
8/27/2026	APA000796	ECOLOGY AUTO PARTS	SLUDGE HAULING - 2 LOADS/W.E. 08.07.26	\$2,789.88
8/27/2026	APA000798	INFOSEND INC	JUL-AUG 2026 BILLING	\$4,084.47
8/27/2026	APA000798	INFOSEND INC	JULY 2026 BILLINGS	\$7,120.29
8/27/2026	APA000798	INFOSEND INC	JUNE NEWSLETTER PRINT & INSERTION FEE	\$1,326.25
8/27/2026	APA000792	COLANTUONO, HIGHSMITH & WHATLEY, PC	LEGAL SVCS REFERENCE TO 43046.0002	\$22.00
8/27/2026	APA000828	UNDERGROUND SERVICE ALERT	UNDERGROUND SVC ALERTS 07.26	\$341.10
8/27/2026	APA000828	UNDERGROUND SERVICE ALERT	Underground Service Alerts 08/2026	\$483.85
8/27/2026	APA000828	UNDERGROUND SERVICE ALERT	ANNUAL CA STATE FEE - REGULATORY COSTS	\$1,783.06
8/27/2026	APA000789	CA LOBBY LLC	CA ADVOCACY SVCS	\$5,000.00
8/27/2026	APA000805	MCMaster-CARR	V-Belts for Equipment Maintenance & Replacement	\$1,857.82
8/27/2026	APA000805	MCMaster-CARR	3/4" st 90 brass fitting Inventory	\$214.36
8/27/2026	APA000812	PAULINA REGENBOGEN	CUSTOMER REFUNDS PAULINA REGENBOGEN	\$39.26
8/27/2026	APA000784	ATWORK FRANCHISE INC	WWTP OIT - JONAH T. /W.E. 08.09.26	\$2,063.88
8/27/2026	APA000820	SWRCB ACCOUNTING OFFICE	WATER DISTRIBUTION GRADE D1 RENEWAL - RENE R.	\$70.00
8/27/2026	APA000822	THE LAMAR COMPANIES	AUGUST POSTER FLEX PRINTING & INSTALLATION	\$150.00

8/27/2026	APA000822	THE LAMAR COMPANIES	BILLBOARD RENEWAL PALM & DILLON	\$1,000.00
8/27/2026	APA000804	MCCROMETER INC	METER REPAIR FOR PROP METER SN 06-00506	\$2,903.59
8/27/2026	APA000800	LAUGHLIN FALBO LEVY & MORESI LLP	LEGAL SERVICES FOURNIER V MSWD	\$1,775.00
8/27/2026	APA000793	CORE & MAIN LP	FLANGE SPOOL	\$923.29
8/27/2026	APA000793	CORE & MAIN LP	SOLENOID CONTROL VALVE & SWITCH ASSEMBLY	\$3,200.63
8/27/2026	APA000827	ULINE INC	OFFICE FURNITURE - WORKTABLE & PORTABLE LED LIGHT	\$830.80
8/27/2026	APA000827	ULINE INC	OFFICE FURNITURE - DESK	\$930.36
8/27/2026	APA000827	ULINE INC	OFFICE FURNITURE WORKTABENCH & CHAIR	\$1,630.11
8/27/2026	APA000827	ULINE INC	OFFICE FURNITURE WORKTABLE	\$723.74
8/27/2026	APA000827	ULINE INC	OFFICE FURNITURE - DESK	\$928.67
8/27/2026	APA000808	MICHAEL MOORE	TRI-STATE TRAINING REIMB. - MICHAEL M.	\$557.02
8/27/2026	APA000816	ROGERS,ANDERSON,MALODY & SCOTT, LLP.	PROGRESS BILLING #1 FOR FY 26 AUDIT	\$3,700.00
8/27/2026	APA000787	BECK OIL, INC.	UNLEADED FUEL	\$4,564.68
8/27/2026	APA000787	BECK OIL, INC.	UNLEADED FUEL	\$4,426.58
8/27/2026	APA000787	BECK OIL, INC.	DIESEL FUEL	\$2,932.27
8/27/2026	APA000787	BECK OIL, INC.	UNLEADED FUEL	\$4,383.75
8/27/2026	APA000787	BECK OIL, INC.	DIESEL FUEL	\$3,243.36
8/27/2026	APA000787	BECK OIL, INC.	DIESEL FUEL	\$2,713.96
8/27/2026	APA000802	MARK VERMEER	TRI-STATE TRAINING REIMB. - MARK V.	\$546.63
8/27/2026	APA000806	MDN WATER MANAGEMENT SERVICES INC	MDN SVCS PERIOD 07.01.26-07.31.26	\$10,058.00
8/27/2026	APA000810	O'REILLY AUTOMOTIVE INC.	REPLACEMENT BATTERY UNIT 447	\$416.73
8/27/2026	APA000810	O'REILLY AUTOMOTIVE INC.	WINDSHIELD WASHER FLUID & BRAKE PARTS CLEANER	\$71.58
8/27/2026	APA000810	O'REILLY AUTOMOTIVE INC.	OIL/FILTER CHANGE UNIT 462	\$68.84
8/27/2026	APA000810	O'REILLY AUTOMOTIVE INC.	OIL/FILTER CHANGE UNIT 456	\$90.98
8/27/2026	APA000810	O'REILLY AUTOMOTIVE INC.	COOLANT CAP UNIT 48	\$8.57
8/27/2026	APA000810	O'REILLY AUTOMOTIVE INC.	TOWING LIGHT ADAPTER UNIT 448	\$15.78
8/27/2026	APA000810	O'REILLY AUTOMOTIVE INC.	PORTABLE AIR COMPRESSOR	\$27.18
8/27/2026	APA000810	O'REILLY AUTOMOTIVE INC.	CREDIT FOR INV. 3082-165566 - INCORRECT PART	(\$8.57)
8/27/2026	APA000810	O'REILLY AUTOMOTIVE INC.	OIL/FILTER CHANGE UNIT 48	\$103.07
8/27/2026	APA000810	O'REILLY AUTOMOTIVE INC.	RADIATOR & HEATER CORE SEALANT	\$11.95
8/27/2026	APA000823	TIMMONS GROUP INC	HOSTING FEE MONTH 13-28 & CITYWORKS IMPLEMENTATION	\$19,610.43
8/27/2026	APA000819	STAPLES	REPLACEMENT TONER AND LABELS	\$419.31
8/27/2026	APA000824	TOPS N BARRICADES, INC	Used K-Rail White 8'	\$1,476.18
8/27/2026	APA000790	CITY OF DESERT HOT SPRINGS	25-26 CY SEC SS3 RECEIPTS	\$6,570.99
8/27/2026	APA000831	WEST COAST SAFETY SUPPLY	Replacement sensor & pump for the gas meters	\$1,333.64
8/27/2026	APA000801	LINDA DOHN	CUSTOMER REFUNDS LINDA DOHN	\$13.24
8/27/2026	APA000797	GRAINGER	STOPPER. CANTEX ENCLOSURES ELECTRICAL WEATHERPROOF	\$191.89
8/27/2026	APA000797	GRAINGER	STAINLESS STEEL PIPE & STRAINER	\$1,775.92
8/27/2026	APA000797	GRAINGER	MAGNETIC STIRRER	\$267.94
8/27/2026	APA000797	GRAINGER	FIRE HOSE ADAPTERS	\$64.59
8/27/2026	APA000797	GRAINGER	NATURAL RUBBER STOPPERS	\$25.78
8/27/2026	APA000797	GRAINGER	METAL PIPE ELBOWS	\$616.87
8/27/2026	APA000797	GRAINGER	DROP-IN SINK	\$755.43
8/27/2026	APA000797	GRAINGER	BALL VALVES, Y STRAINERS, & PIPE NIPPLE	\$1,661.27

8/27/2026	APA000797	GRAINGER	STAINLESS STEEL PIPES	\$473.15
8/27/2026	APA000815	ROD AYERS	CUSTOMER REFUNDS ROD AYERS	\$37.14
8/27/2026	APA000832	WILLDAN ENGINEERING	Labor Compliance - Generator Maintenance Svcs 7.26	\$48.75
8/27/2026	APA000829	USA BLUEBOOK	BRIGHT DYES FLUORESCENT FLT YWL/GRN TABLETS	\$264.27
8/27/2026	APA000829	USA BLUEBOOK	TSS GRADE CLASS FIBER FILTERS	\$340.81
8/27/2026	APA000791	COACHELLA VALLEY WATER DISTRICT	CV REGIONAL URBAN WATER MGMT PLAN 2026	\$22,528.48
8/27/2026	APA000791	COACHELLA VALLEY WATER DISTRICT	MC SUBBASIN ANNUAL REPORT FOR 2026 - CVWD	\$21,752.10
8/27/2026	APA000791	COACHELLA VALLEY WATER DISTRICT	MISSION CREEK ALT PLAN UPDATE 2026	\$139,952.53
8/27/2026	APA000791	COACHELLA VALLEY WATER DISTRICT	CVRWMG PROGRAM MGMT 2026	\$13,285.83
8/27/2026	APA000791	COACHELLA VALLEY WATER DISTRICT	CV Salt and Nutrient MGMT Plan Update 2026	\$33,263.09
8/27/2026	APA000825	TRIDENT MISSION SPRINGS	POWER BILLING JULY 2026	\$8,143.96
8/27/2026	APA000809	MOTION INDUSTRIES, INC.	REPLACEMENT FANS FOR BELT PRESS BOOSTER PUMP	\$87.54
8/27/2026	APA000826	TYLER TECHNOLOGIES INC	BANK REC AND PARALLEL PAYROLL ASSISTANCE	\$1,413.75
8/27/2026	APA000811	PARKERS BUILDING SUPPLY	Fasteners for Unit 463	\$6.28
8/27/2026	APA000811	PARKERS BUILDING SUPPLY	ELECTRICAL JUNCTION BOXES & SUPPLIES	\$32.36
8/27/2026	APA000811	PARKERS BUILDING SUPPLY	CONFINED SPACE SIGNAGE FOR TANKS	\$8.69
8/27/2026	APA000811	PARKERS BUILDING SUPPLY	ELECTRICAL JUNCTION BOXES & SUPPLIES	\$108.65
8/27/2026	APA000811	PARKERS BUILDING SUPPLY	ELECTRICAL JUNCTION BOXES	\$3.90
8/27/2026	APA000799	JASON WEEKLEY	TRI-STATE TRAINING REIMB. - JASON W.	\$559.87
8/27/2026	APA000830	WATERLINE TECHNOLOGIES INC	HYPOCHLORITE SOLUTION REFILL - 8 DRUMS	\$1,974.90
8/27/2026	APA000795	DESERT URGENT CARE	DOT PHYSICAL-A.GRUNNET, C.JACOBSON, J.MCDONALD	\$300.00
8/26/2026	9900547	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	CALPERS CLASSIC EE	\$3,319.56
8/26/2026	9900550	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	CALPERS PEPRA EE	\$12,308.76
8/26/2026	9900548	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	CALPERS CLASSIC EPMC	\$3,319.56
8/26/2026	9900552	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	CALPERS CLASSIC EE	\$194.65
8/26/2026	9900549	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	CALPERS CLASSIC ER	\$12,680.86
8/26/2026	9900551	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	CALPERS PEPRA ER	\$12,594.70
8/24/2026	9900562	STATE OF CA EDD	CA SDI	\$3,356.09
8/24/2026	9900569	QUADIENT FINANCE USA, INC.	LEASE PMT SEPT - DEC 2026 HAND CHECK	\$650.58
8/24/2026	9900559	STATE OF CA EDD	Unemployment W/H	\$532.47
8/24/2026	9900546	RIVERSIDE COUNTY DCSS - MAIN OFFICE	GARNISHMENT SUPPORT - STATE DISBURMENT UNIT	\$446.17
8/24/2026	9900557	STATE OF CA EDD	State W/H Taxes	\$12,705.47
8/24/2026	9900558	EFTPS-IRS PAYROLL TAX REMITTANCE	SS W/H	\$32,110.22
8/24/2026	9900561	EFTPS-IRS PAYROLL TAX REMITTANCE	MC W/H	\$7,509.58
8/24/2026	9900560	EFTPS-IRS PAYROLL TAX REMITTANCE	Federal W/H	\$27,687.08
8/20/2026	APA000767	ERIC S RICHER	CUSTOMER REFUNDS R052926 ERIC SCOTT RICHER	\$10.34
8/20/2026	APA000775	MCMASTER-CARR	RESTOCK #2001 KEYED PADLOCKS	\$403.19
8/20/2026	APA000763	BABCOCK LABORATORIES INC	13310 LITTLE MORONGO RD. - SNIDER LS #3	\$429.00
8/20/2026	APA000763	BABCOCK LABORATORIES INC	TOTAL N PACKAGE - WELL 27	\$203.00
8/20/2026	APA000763	BABCOCK LABORATORIES INC	TOTAL N PACKAGE - CLARIFIER EFFLUENT	\$268.00
8/20/2026	APA000763	BABCOCK LABORATORIES INC	65000 TWO BUNCH PALMS TRL. - JEETER	\$429.00
8/20/2026	APA000763	BABCOCK LABORATORIES INC	TOTAL N PACKAGE - EFFLUENT	\$113.00
8/20/2026	APA000763	BABCOCK LABORATORIES INC	13310 LITTLE MORONGO RD. - SNIDER LS #2	\$429.00
8/20/2026	APA000763	BABCOCK LABORATORIES INC	TOTAL N PACKAGE - HORTON	\$429.00

8/20/2026	APA000763	BABCOCK LABORATORIES INC	13310 LITTLE MORONGO RD. - SNIDER LS #4	\$429.00
8/20/2026	APA000763	BABCOCK LABORATORIES INC	13310 LITTLE MORONGO RD. - SNIDER LS #1	\$429.00
8/20/2026	APA000763	BABCOCK LABORATORIES INC	GROUNDWATER WELLS & PERC PONDS ANALYSIS	\$1,015.00
8/20/2026	APA000763	BABCOCK LABORATORIES INC	TOTAL N PACKAGE - WELL 29 & WELL 37	\$406.00
8/20/2026	APA000763	BABCOCK LABORATORIES INC	65283 TWO BUNCH PALMS TRL. - CULTURE DHS	\$429.00
8/20/2026	APA000763	BABCOCK LABORATORIES INC	TOTAL N PACKAGE - EFFLUENT	\$113.00
8/20/2026	APA000778	PROFORMA	Proforma Inventory Sign-Out Forms	\$621.77
8/20/2026	APA000773	KAREN LOWERY	KAREN LOWERY CUSTOMER REFUNDS R060126	\$46.73
8/20/2026	APA000764	BERLINDA BLACKBURN	SERVICES PERFORMED IN JULY 2026	\$7,431.18
8/20/2026	APA000781	USA-FACT INC	BACKGROUND CHECK - S. DE LOERA & D. LOPEZ	\$40.66
8/20/2026	APA000768	ESENTIRE AMERICA INC	Cyber Security Services 6.29.26-6.28.27	\$22,467.60
8/20/2026	APA000771	GALLAGHER BENEFIT SERVICES INC	2026 Ongoing Classification Consulting	\$60.00
8/20/2026	APA000776	MWH CONSTRUCTION INC	WELL 22 CM SERVICES FOR MAY 2026	\$3,271.00
8/20/2026	APA000776	MWH CONSTRUCTION INC	WELL 42 CM SERVICES JUNE 2026	\$24,320.00
8/20/2026	APA000776	MWH CONSTRUCTION INC	WELL 22 CM SERVICES FOR JUNE 2026	\$5,789.00
8/20/2026	APA000780	TYLER TECHNOLOGIES INC	ERP Pro Financials Go-Live Assitance	\$5,655.00
8/20/2026	APA000780	TYLER TECHNOLOGIES INC	REMAINING CREDIT FROM CREDIT MEMO	(\$703.00)
8/20/2026	APA000769	FERGUSON ENTERPRISES LLC #3325	55# VITA-D CHLOR NEUTRAL rlopez@mswd.org FEG 39980	\$1,935.75
8/20/2026	APA000769	FERGUSON ENTERPRISES LLC #3325	UNIV BREAKAWAY P/LOCK HYD MTR LCK rlopez@mswd.org	\$473.06
8/20/2026	APA000774	KILLER BEE PEST CONTROL	BEEHIVE REMOVAL @ 9440 CLUBHOUSE DR.	\$100.00
8/20/2026	APA000774	KILLER BEE PEST CONTROL	BEEHIVE REMOVAL @ 66349 DESERT VIEW AVE.	\$65.00
8/20/2026	APA000774	KILLER BEE PEST CONTROL	66575 SAN MARCUS RD. HIVE REMOVAL	\$100.00
8/20/2026	APA000770	GABRIELA ESTRADA	CUSTOMER REFUNDS R052926 GABRIELA ESTRADA	\$14.85
8/20/2026	9900567	PAYMENTUS CORPORATION	JULY 2026 CREDIT CARD FEES	\$3,086.00
8/20/2026	APA000772	JOANNA HINKSMAN	CUSTOMER REFUNDS R052926 JOANNA HINKSMAN	\$111.59
8/20/2026	APA000765	COACHELLA VALLEY WATER DISTRICT	SNMP TAC INDEPENDENT EXPERT 2026	\$255.07
8/20/2026	APA000765	COACHELLA VALLEY WATER DISTRICT	Committee participation for mcsubbasin 2026	\$993.75
8/20/2026	APA000766	DAVID MCGREY	CUSTOMER REFUNDS R052926 DAVID MCGREY	\$77.32
8/20/2026	APA000779	SELENE RODRIGUEZ ACOSTA	CA LABOR COMPLIANCE SEMINAR	\$102.66
8/20/2026	APA000782	WATERLINE TECHNOLOGIES INC	DRUM REPLACEMENTS	\$493.73
8/20/2026	APA000782	WATERLINE TECHNOLOGIES INC	HYPOCHLORITE SOLUTION REFILL - 10 DRUMS	\$2,468.63
8/20/2026	APA000782	WATERLINE TECHNOLOGIES INC	HYPOCHLORITE SOLUTION REFILL - 8 DRUMS	\$1,974.90
8/20/2026	APA000782	WATERLINE TECHNOLOGIES INC	HYPOCHLORITE SOLUTION REFILL - 11 DRUMS	\$2,715.49
8/20/2026	APA000782	WATERLINE TECHNOLOGIES INC	HYPOCHLORITE SOLUTION REFILL - 14 DRUMS	\$3,456.08
8/20/2026	APA000762	AECOM TECHNICAL SERVICES INC.	WELL 42 REDESIGN PP#33	\$755.75
8/20/2026	APA000777	ONWARD ENGINEERING	PROFESSIONAL SERVICES 6.1.26-6.30.26	\$5,070.00
8/14/2026	APA000718	CYPRESS DENTAL ADMINISTRATORS	SEPTEMBER DENTAL INSURANCE	\$6,268.39
8/14/2026	APA000736	MICHAEL CONIGLIO	CUSTOMER REFUNDS R080726	(\$41.73)
8/14/2026	APA000726	GAFCON PM-CM LLC	MSWD-ONCALL PROF. LCP MONITOR, REPORT & SVCS 25/26	\$1,206.00
8/14/2026	APA000748	THE LINCOLN NATL. LIFE INS. CO.	SEPT 2026 LIFE INSURANCES	\$5,223.52
8/14/2026	APA000749	THE UPS STORE #5062	METER REPAIR PROGRAM SHIPPING 06-00506	\$33.17
8/14/2026	APA000730	INFOSEND INC	JUNE 2026 BILLING	\$3,723.55
8/14/2026	APA000742	PARKERS BUILDING SUPPLY	SILICONE SEALANT FOR WELL 33	\$8.69
8/14/2026	APA000742	PARKERS BUILDING SUPPLY	FASTENERS FOR WELL 28	\$4.00

8/14/2026	APA000742	PARKERS BUILDING SUPPLY	COMPRESSION FITTINGS FOR WELL 24	\$6.50
8/14/2026	APA000742	PARKERS BUILDING SUPPLY	HOSE BIBB FOR WELL 28	\$14.12
8/14/2026	APA000742	PARKERS BUILDING SUPPLY	REPLACEMENT BATTERIES FOR ADMIN. BLDG. DOOR LOCK	\$11.95
8/14/2026	APA000720	DESERT TIRE AND AUTO REPAIR	REPLACEMENT TIRES UNIT 420	\$1,140.01
8/14/2026	APA000714	CITY OF DESERT HOT SPRINGS	Sponsorship - 2026 Water Festival - City of DHS	\$3,000.00
8/14/2026	APA000745	PLANIT REPROGRAPHICS	CCR SPANISH PRINT 2026	\$794.60
8/14/2026	APA000758	VICTORIA D JOHNSON	CUSTOMER REFUNDS R080726	\$44.05
8/14/2026	APA000715	CITY OF DESERT HOT SPRINGS	JUNE 2026 UUT PAYABLE	\$43,388.32
8/14/2026	APA000727	GAINFUL VOCATIONAL REHAB INC	ERGONOMICS EQUIPMENT - THERESA MURPHY	\$2,130.38
8/14/2026	APA000750	TIMMONS GROUP INC	HOSTING FEES MONTH 13-28& CITYWORKS IMPLEMENTATION	\$14,129.40
8/14/2026	APA000729	HARRIET MALOY	CUSTOMER REFUNDS R080726	\$54.22
8/14/2026	APA000734	JOSE MOISES	CUSTOMER REFUNDS R080726	\$14.68
8/14/2026	APA000755	USA BLUEBOOK	FREE CHLORINE REAGENT SET & CONFINED SPACE SIGNAGE	\$786.58
8/14/2026	APA000755	USA BLUEBOOK	GRUNDOS CONNECTION KIT	\$366.96
8/14/2026	APA000755	USA BLUEBOOK	GRUNDOS CONNECTION KIT	\$122.31
8/14/2026	APA000760	WIENHOFF DRUG TESTING	DOT Supervisor Training b.adams, j.weekly, n.mather	\$150.00
8/14/2026	APA000723	ECOLOGY AUTO PARTS	SLUDGE HAULING - 1 LOAD/W.E. 07.24.26	\$1,388.57
8/14/2026	APA000723	ECOLOGY AUTO PARTS	SLUDGE HAULING - 2 LOAD/W.E. 07.24.26	\$3,562.36
8/14/2026	APA000719	DESERT PROMOTIONAL AND EMBROIDERY LLC	POLOS/JACKET - EDITH FELIX	\$216.32
8/14/2026	APA000751	TOPS N BARRICADES, INC	PRIVATE PROPERTY/TRESSPASS SIGNS & POSTS	\$477.63
8/14/2026	APA000752	TYLER TECHNOLOGIES INC	ERP Pro Utilities - Configure Inclusive Interfaces	\$580.00
8/14/2026	APA000752	TYLER TECHNOLOGIES INC	ERP PRO FINANCIALS - CONFIGURE HUMAN RESOURCE MGMT	\$580.00
8/14/2026	APA000752	TYLER TECHNOLOGIES INC	ERP PRO FINANCIALS - CONFIGURE HUMAN RESOURCE MGMT	\$4,060.00
8/14/2026	APA000752	TYLER TECHNOLOGIES INC	ERP PRO FINANCIALS CONFIGURATION TRAINING	\$1,015.00
8/14/2026	APA000716	CLINICAL LABORATORY OF SAN BERNARDINO	LAB SERVICES FOR 06/2026	\$16,431.00
8/14/2026	APA000717	COACHELLA VALLEY WATER DISTRICT	SGMA MCSB COOPERATIVE LAND SUBSIDENCE STUDY 2026	\$16,572.11
8/14/2026	APA000740	PALM SPRINGS MOTORS INC	WINDSHIELD REPLACEMENT UNIT 462	\$843.75
8/14/2026	APA000740	PALM SPRINGS MOTORS INC	STEERING STABILIZER UNIT 442	\$109.93
8/14/2026	APA000722	E.H. WACHS	Valve Machine Repairs	\$423.04
8/14/2026	APA000725	GABRIELA ARIAS	CUSTOMER REFUNDS R080726	\$156.18
8/14/2026	APA000754	URBAN HABITAT	LANDSCAPE SERVICES FOR 06/2026	\$5,827.50
8/14/2026	APA000746	ROBERT G MODRICH	JULY 2026 UNIDATA SUPPORT	\$4,026.00
8/14/2026	APA000728	HAMMER INNOVATION	CUSTOMER REFUNDS R080726	\$263.57
8/14/2026	APA000721	DIANNE HRUBEC	CUSTOMER REFUNDS R080726	\$1,261.32
8/14/2026	APA000732	JORGE OSUNA	CUSTOMER REFUNDS R080726	\$32.79
8/14/2026	APA000744	PHOTOVOLTAICS CALIFORNIA	LITTLE MORONGO/19TH AVE RES-BCT SOLAR REPAIRS PP#3	\$70,757.94
8/14/2026	APA000759	WESTCOAST INDUSTRIES	Replacement Long Sleeve Safety Yellow Shirts	\$1,419.19
8/14/2026	APA000733	JOSE L SOTO	CUSTOMER REFUNDS R080726	\$60.84
8/14/2026	APA000735	MCCROMETER INC	REPLACEMENT MARATHON TOP PLATE ASSEMBLY	\$3,544.02
8/14/2026	APA000735	MCCROMETER INC	REPLACEMENT O-RINGS	\$164.94
8/14/2026	APA000757	VESTIS SERVICES INC	UNIFORM SERVICES 07.02.26	\$434.49
8/14/2026	APA000757	VESTIS SERVICES INC	UNIFORM SERVICES 07.09.26	\$454.44
8/14/2026	APA000757	VESTIS SERVICES INC	UNIFORM SERVICES 07.16.26	\$454.44
8/14/2026	APA000757	VESTIS SERVICES INC	UNIFORM SERVICES 08.06.26	\$453.34

8/14/2026	APA000757	VESTIS SERVICES INC	UNIFORM SERVICES JULY 2026	\$434.09
8/14/2026	APA000757	VESTIS SERVICES INC	UNIFORM SERVICES 07.30.26	\$481.45
8/14/2026	APA000743	PARKHOUSE TIRE SERVICE INC	REPLACEMENT TIRE UNIT 416	\$608.88
8/14/2026	APA000743	PARKHOUSE TIRE SERVICE INC	REPLACEMENT TIRES UNIT 432	\$932.17
8/14/2026	APA000756	USA-FACT INC	BACKGROUND CHECK - J.MCDONALD	\$20.73
8/14/2026	APA000737	MOISES GUILLEN	CUSTOMER REFUNDS R080726	\$82.00
8/14/2026	APA000731	JOE VALDEZ	CUSTOMER REFUNDS R080726	\$22.42
8/14/2026	APA000761	YVONNE CARRILLO	CUSTOMER REFUNDS R080726	\$127.00
8/14/2026	APA000738	OPENGOV INC	OPENGOV BUDGET&PLAN 7.1.26-6.30.27	\$47,998.56
8/14/2026	APA000713	CARPI & CLAY. INC	FEDERAL ADVOCACY FOR JULY 2026	\$5,000.00
8/14/2026	APA000741	PALM SPRINGS UNIFIED	PSUSD - REAL ACADEMY SPONSORSHIP	\$2,000.00
8/14/2026	APA000753	ULTIMATE MOTORS INC.	A/C REPAIRS UNIT 419	\$1,959.99
8/14/2026	APA000712	BRINKS INCORPORATED	AUGUST 2026 SERVICES FLAT FEE	\$409.78
8/14/2026	APA000712	BRINKS INCORPORATED	JULY 2026 CIT EXCESS FEE	\$127.91
8/14/2026	APA000711	ATWORK FRANCHISE INC	WWTP OIT - JONAH T./W.E. 08.02.26	\$1,693.44
8/14/2026	APA000711	ATWORK FRANCHISE INC	WWTP OIT - JONAH T./W.E. 07.26.26	\$1,693.44
8/14/2026	APA000747	STEPHEN DRINOVSKY	CUSTOMER REFUNDS R080726	\$45.00
8/14/2026	APA000739	O'REILLY AUTOMOTIVE INC.	OIL/FILTER CHANGE UNIT 430	\$89.97
8/14/2026	APA000739	O'REILLY AUTOMOTIVE INC.	WIPRE BLADE REPLACEMENT UNIT 449	\$25.03
8/14/2026	APA000739	O'REILLY AUTOMOTIVE INC.	OIL/FILTER CHANGE UNIT 418	\$55.19
8/14/2026	APA000739	O'REILLY AUTOMOTIVE INC.	OIL/FILTER CHANGE UNIT 427	\$78.23
8/14/2026	APA000739	O'REILLY AUTOMOTIVE INC.	OIL/FILTER CHANGE UNIT 457	\$90.98
8/14/2026	APA000739	O'REILLY AUTOMOTIVE INC.	BATTERY REPLACEMENT UNIT 454	\$252.86
8/14/2026	APA000724	ENTERPRISE FM TRUST	ENTERPRISE FLEET MANAGEMENT 08/2026	\$34,786.50
8/14/2026	APA000736	MICHAEL CONIGLIO	CUSTOMER REFUNDS R080726	\$41.73
8/11/2026	9900563	DOWNING CONSTRUCTION INC	RETENTION WIRE PP #22 SENT TO ESCROW	\$585.47
8/10/2026	APA000684	CARPI & CLAY. INC	FEDERAL ADVOCACY FOR MSWD JUNE 2026	\$5,000.00
8/10/2026	9900542	SOUTHERN CALIFORNIA EDISON COMPANY	206-4802 07.28.26 AUTOPAY	\$9,842.62
8/10/2026	APA000679	ADRIAN VERDUGO PEREA	BOOT REIMBURSEMENT - A.PEREA	\$350.00
8/10/2026	APA000704	STANLEY LOBATO WRIGHT	TOILET REBATE DUAL FLUSH	\$150.00
8/10/2026	APA000691	GAINFUL VOCATIONAL REHAB INC	Ergonomic Evaluation Theresa Murphy	\$450.00
8/10/2026	APA000701	POWERPLAN OIB	WINDOW REPLACEMENT FOR BACKHOE	\$476.80
8/10/2026	APA000702	RUSS MARTIN	MILEAGE REIMBURSEMENT JULY 2026 - RUSS MARTIN	\$91.20
8/10/2026	APA000708	TYLER TECHNOLOGIES INC	BANK RECONCILIATION & INVENTORY GO-LIVE ASSISTANCE	\$725.00
8/10/2026	APA000708	TYLER TECHNOLOGIES INC	Financial Management Data Conversion Services	\$2,375.00
8/10/2026	APA000708	TYLER TECHNOLOGIES INC	BANK RECONCILIATION & INVENTORY GO-LIVE ASSISTANCE	\$2,320.00
8/10/2026	APA000682	BRYAN FELD	TOILET REBATE X4 MULTIFAMILY UNIT	\$600.00
8/10/2026	APA000681	ARCARO'S AUTO BODY REPAIR INC	REPAIRS FOR UNIT 458 - PARTIAL PAYMENT	\$12,671.39
8/10/2026	APA000709	WEST COAST SAND AND GRAVEL INC.	RESTOCK BASE MATERIAL CORP YARD	\$3,892.59
8/10/2026	APA000692	HDL COREN & CONE	2025-26 ACFR Statistical Package	\$795.00
8/10/2026	APA000680	AMBER DUFF	MILEAGE REIMBURSEMENT - JULY 2026 AMBER DUFF	\$50.01
8/10/2026	APA000697	MDN WATER MANAGEMENT SERVICES INC	MDN WRIGHT RWRP GRANT - JUNE 2026 SERVICES	\$12,149.50
8/10/2026	APA000693	INTELESYS INC	MONTHLY IT SERVICES AUGUST 2026	\$10,498.95
8/10/2026	APA000693	INTELESYS INC	MONTHLY IT SERVICES FOR JULY 2026	\$10,498.95

8/10/2026	APA000693	INTELESYS INC	MONTHLY IT SERVICES SEPT. 2026	\$10,561.95
8/10/2026	APA000689	EPTURA INC	MGR+ SOFTWARE RENEWAL 2026-2027	\$8,875.44
8/10/2026	APA000696	MARK AVALOS	CLOTHES WASHER REBATE	\$150.00
8/10/2026	APA000698	NOBEL SYSTEMS INC.	Y3 GeoViewer Public Annual Subscription	\$5,500.00
8/10/2026	APA000707	TKE ENGINEERING, INC	110 (FY25-26) General Engineering Svcs	\$15,962.50
8/10/2026	APA000695	LAYNE CHRISTENSEN COMPANY	PROGRESS PAYMENT #21	\$120,853.38
8/10/2026	APA000687	CYPRESS DENTAL ADMINISTRATORS	AUGUST 2026 DENTAL INSURANCE	\$6,181.49
8/10/2026	APA000699	OPENGOV INC	CONTRACTS ESIGNATURES 07/01/26-06/30/27	\$488.63
8/10/2026	9900528	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 07.31.26	\$44,579.28
8/10/2026	APA000700	PATRICIA SLOAN	SMART CONTROLLER REBATE	\$108.43
8/10/2026	APA000683	CA LOBBY LLC	CALIFORNIA ADVOCACY SERVICES	\$5,000.00
8/10/2026	APA000682	BRYAN FELD	TOILET REBATE X4 MULTIFAMILY UNIT	(\$600.00)
8/10/2026	APA000685	CASEY DOLAN	PAID MEDIA MGMT	\$795.00
8/10/2026	APA000686	CHRIS GROBELS	1.28 TOILET REBATE	\$100.00
8/10/2026	APA000703	STANDARD & POOR'S FINANCIAL SERVICES LLC	S&P GLOBAL ANALYTICAL SERVICES	\$32,600.00
8/10/2026	APA000690	FERGUSON WATERWORKS #1083	METER INVENTORY	\$43,025.85
8/10/2026	APA000694	JON HANSEN	CLOTHES WASHER REBATE	\$150.00
8/10/2026	APA000705	THE LINCOLN NATL. LIFE INS. CO.	AUGUST 2026 LIFE INSURANCES	\$5,109.78
8/10/2026	APA000688	DORI M PETEE	MILEAGE REIMBURSEMENT JULY 2026	\$34.96
8/10/2026	APA000706	THEODORE MAYRHOFEN	MILEAGE REIMBURSEMENT MAY 2026 - TED MAYRHOFEN	\$713.40
8/10/2026	9900522	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 07.31.26	\$16,518.57
8/10/2026	APA000678	ACWA-JPIA HEALTH BENEFITS AUTH.	SEPT 2026 HEALTH INSURANCES	\$120,652.10
8/10/2026	APA000710	WEST YOST & ASSOCIATES, INC.	DESIGN & PERMITTING OF MOD HWWTP PONDS 6/6-6/30/26	\$15,668.25
8/10/2026	APA000710	WEST YOST & ASSOCIATES, INC.	DESIGN & PERMITTING OF MOD HWWTP PONDS 4/4-5/8/26	\$34,367.75
8/7/2026	9900520	AFLAC	JULY 2026 AFLAC DEDUCTIONS	\$2,232.92
8/7/2026	9900532	STATE OF CA EDD	STATE TAX WITHHOLDING PPE 07.31.26	\$16,262.27
8/7/2026	9900530	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAXES PPE 07.31.26	\$72,005.39
8/6/2026	9900524	PAYNEARME MT, INC.	JULY 2026 PAYNEARME FEES	\$11,995.55
8/6/2026	9900526	WELLS FARGO BANK	WF AUTO DEPOSIT PPE 07.31.26	\$177,496.89
8/3/2026	9900507	SOUTHERN CALIFORNIA EDISON COMPANY	301-8491 07.21.26 AUTOPAY	\$18,660.84

CURRENT CHECK TOTAL

\$1,801,940.80

AGENDA REPORT

REGULAR BOARD MEETING(S) SEPT 17 & 21, 2026

DIRECTOR REPORTS – MEETINGS AND EVENTS FOR JULY 2026

DIRECTOR REPORTS

(Per GC 53232.3(d), brief reports on meetings attended for which a daily stipend was claimed)

Date	Event	Attendees
7/7/2026	DWA BOARD MEETING	GRIFFITH
7/7/2026	DHS CITY COUNCIL MEETING	SEWELL
7/13/2026	DVBA LEGISLATIVE MEETING	MARTIN
7/13/2026	CSDA WEBINAR/TRAINING: HOW TO DEAL WITH MENTAL HEALTH DISABILITIES	DUFF
7/15/2026	DVBA PUBLIC OFFICIALS LUNCHEON	MARTIN
7/17/2026	ACWA REGION 9 EVENT	DUFF, MARTIN
7/21/2026	DWA BOARD MEETING	GRIFFITH
7/22/2026	SAN GORGONIO PASS REGIONAL WATER ALLIANCE MEETING	DUFF
7/22/2026	DVBA NETWORK NIGHT	MARTIN
7/23/2026	BIA NETWORK NIGHT	MARTIN
7/28/2026	CVWD BOARD MEETING	SEWELL
7/29/2026	ACWA REGION 9 PRE ACWA BOARD DISCUSSION MEETING	MARTIN

(OTHER) MEETINGS ATTENDED (no daily stipend was claimed)

Date	Event	Attendees

AGENDA REPORT

REGULAR BOARD MEETING(S) SEPT 17 & 21, 2026

DIRECTOR REPORTS – MEETINGS AND EVENTS FOR AUGUST 2026

DIRECTOR REPORTS

(Per GC 53232.3(d), brief reports on meetings attended for which a daily stipend was claimed)

Date	Event	Attendees
8/4/2026	DWA BOARD MEETING	GRIFFITH
8/4-7/2026	CASA CONFERENCE	MARTIN
8/6/2026	ACWA STATE LEGISLATIVE COMMITTEE REGION 9 MEETING	DUFF
8/11/2026	CVWD BOARD MEETING	SEWELL
8/12/2026	AWWA WEBINAR/TRAINING: EXPLORING THE LATEST ISSUES IN POTABLE REUSE	SEWELL
8/13/2026	ACWA VISION OF OUR WATER FUTURE MEETING	DUFF
8/18/2026	UWI BOARD MEETING	DUFF
8/19-21/2026	UWI CONFERENCE	DUFF, MARTIN, SEWELL, GRIFFITH
8/24-27/2026	CSDA ANNUAL CONFERENCE	DUFF, MARTIN, SEWELL, GRIFFITH
8/30/2026	CSDA WEBINAR/TRAINING: HARASSMENT FOR SUPERVISORS	GRIFFITH

(OTHER) MEETINGS ATTENDED (no daily stipend was claimed)

Date	Event	Attendees



Item 28.



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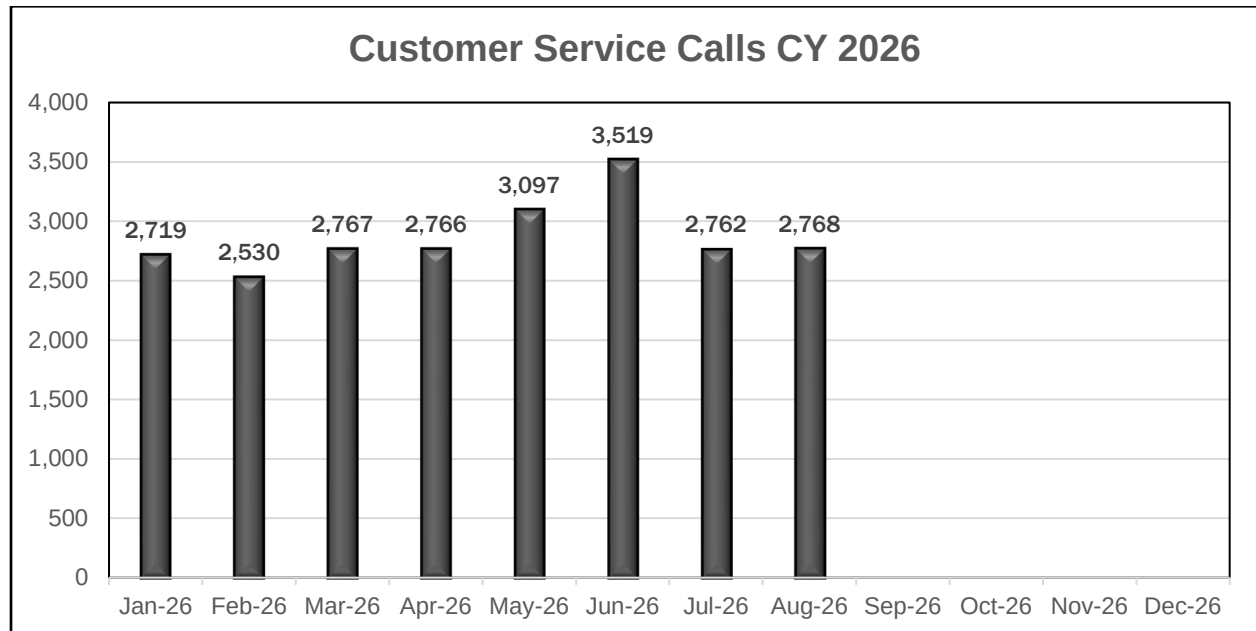
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ADMINISTRATION DIVISION

Customer Service Department

Calls into the Customer Service Department

The chart below represents the total incoming calls received by staff in the Customer Service Department for Calendar Year 2026.



Most calls received by the Customer Service department are related to payment plans, bill assistance information, demand/lien release requests, new property start/stop service, and account balance requests. The table below provides a summary of the number of calls by category received by the Customer Service staff.

Customer Request	Total for August 2026	Total for CY 2026
Water Waste	1	4
High Bill / Service Line Leak	10	49
No Water	5	49
Illegal Disconnect	0	49
Disconnections	110	1,040
Reconnections	87	804
Service Transfers	121	984
High / Low Pressure	7	38
Water Quality	0	11
Other / Miscellaneous	83	660

Key Updates

During the month of August 2026, approximately 714 customers visited the office for various service-related matters, and engaging directly with Customer Service Representatives.

Customer Service issued a total of 13 leak credits, totaling \$496.91.

Customer Service Representatives have continued completing Tyler Technologies training courses to build proficiency in the new billing system and support a smooth transition to the updated platform.

On August 26, 2026, a customer came in and wanted to give a compliment to Yoatzin for providing outstanding customer service. The customer shared that Yoatzin took the time to listen carefully as she explained her situation. While reviewing the customer's water usage, Yoatzin noticed that it appeared there might be a leak on the customer's property and brought it to her attention. The customer greatly appreciated Yoatzin's compassion, understanding, and willingness to listen to her concerns. Thank you, Yoatzin, for demonstrating exceptional customer service and for taking the time to truly listen to our customers. Your compassion and dedication make a positive difference, and that is what customer service is all about.

**WaterSmart Portal**

WaterSmart Analytics data provides a comprehensive overview of leaks detected and automated alerts sent to MSWD customers. All customers are encouraged to sign up in the WaterSmart Portal to access bills and leak alerts. The table below provides a summary of the number of customers who have registered in the WaterSmart Portal.

WaterSmart Portal	Total for August 2026	Overall Total
Registered Customer Accounts	128	9,415

Billing

During August 2026, Customer Service reviewed a total of 16,033 bills.

Bill Type	Total Bill Count for August 2026	Total Bill Amount for August 2026
Regular Bills	11,454	\$1,428,023.22
Delinquent Bills	4,429	\$40,650,988.40
Closing Bills	150	\$12,083.24
Delinquent Closing	-	-
Total	16,033	\$42,001,094.86

Delinquency Service Statistics

Staff continued to reach out to customers with delinquent accounts to provide information for assistance and repayment options to avoid disconnection. The table below summarizes the activities of Customer Service staff regarding delinquent accounts.

Delinquency Service	Total for August 2026
Auto-Dialer Calls	276
Door Hangers	50

Customer Bill Assistance

The District continues to facilitate bill assistance programs for the benefit of its customers. The United Way Customer Bill Assistance Program continues to be utilized by those customers who need assistance for one billing period annually. The table below summarizes the results of the customer bill assistance programs administered by the Customer Service staff.

Assistance Program	Customers Assisted in August 2026	Total Assistance In August 2026	Total Assistance in CY 2026
United Way of the Desert	6	\$900	\$13,400

Installment Payment Plans

The District continues to assist customers with delinquent bills by facilitating installment payment for the benefit of its customers. The table below summarizes the results of the installment payment plans administered by the Customer Service staff.

Total Active Payment Plans	Remaining Balance to be Collected
121	\$76,003.32

Refunds

There was a total of 28 customer account refunds totaling \$4,878.13, resulting from closed accounts for the month of August 2026.

Account Type	Total Refund Count for August 2026	Total Refund Amount for August 2026
Customer Refunds	27	\$4,281.26
Construction Meter Refunds	1	\$596.87
Total	28	\$4,878.13

Liens

Customer Service identified nine accounts that were 90 days past due requiring Lien filing. Eight Release of Liens were issued after securing payment for outstanding balances on past due accounts.

Lien Type	Total Lien Count for August 2026
Lien Recordings	12
Lien Releases	17



Innovation & Technology Department

The Innovation and Technology (IT) department continues to work with staff and vendors to achieve technological enhancements and meet innovation goals established by the MSWD Board of Directors. Below are project highlights and summaries for August 2026.

Department Updates

- IT continued working with Operations to prepare for the move of Construction and Maintenance from the Corporate Yard to a new location and to accommodate the needed changes in network equipment in preparation for the construction of the new MSWD Main Campus.
- IT assisted Operations with evaluation of fleet fuel cards for use when the Corporate Yard's fuel pump is removed in preparation of the demolition.
- IT continued working in conjunction with Timmons Group to project manage the GIS CMMS and asset management system project and perform ongoing user experience testing.
- IT continued working with Finance and Customer Service in the onboard process for the new ERP system.
- IT onboarded the new Water Operations Superintendent.

Technology Improvements

- Cybersecurity improvements continued to be made to improve District security.
- Desktop computers and laptop upgrades continued as needed.

Cyber Security News Roundup

The IT Department tracks trends in cyber security to note new opportunities for security and new concerns to defend against. The news below is a brief selection intended for informational purposes and provides no insight into the District's cybersecurity controls.

- The Justice Department disrupted a Chinese hacking attempt against multiple US agencies including the Federal Reserve, DOJ, and Senate. Authorities seized hacking platforms used by the attackers. ([USA Today](#))
- Experts say the recent well-reported attacks on water and wastewater utilities were large in scale but not necessarily sophistication and were likely intended to create public panic than disrupt operations. ([GovTech](#))
- In 2026, ransomware attacks against K-12 schools have trended downward while attacks against higher education institutions have risen. Researchers noted the U.S. remained the most targeted country, and many reported attacks remain unconfirmed. ([GovTech](#))

Intelesys IT Support

The District receives IT services and support through Intelesys. The Intelesys Monthly Client Report for August 2026 activities can be found in Appendix A.

Public Affairs Department

Past & Upcoming Sponsorships / Events

CASA Annual Conference: August 4-7, 2026



Select staff and Board members attended the annual conference. The conference featured a variety of speakers and panels that focused on issues that matter to our agencies, providing actionable takeaways. This event also featured multiple technical tracks, awards presentations, and excellent networking opportunities.

MSWD Blood Drive: August 19, 2026

The MSWD blood drive held on August 19, 2026, was successful and we are very grateful for the staff and community members that took the time to give and save lives. The blood collected at this drive has the potential to save up to 30 adult lives or as many as 80 babies! Every donor truly makes a difference for patients and families in our community. The next opportunity to give is Monday, October 26, 2026.



Urban Water Institute Annual Conference: August 19-21, 2026



Select Board members and staff attended the Urban Water Institute (UWI) annual conference where leading experts delivered presentations on today's most pressing water management issues, representing a broad range of expertise and non-partisan perspectives. Conference highlights included enhanced networking opportunities, and access to keynote speakers.

DBVA Annual Bowling Bash: August 21, 2026

Select Board members and staff attended the annual bowling night which provides a relaxed atmosphere and networking opportunities.



California Special Districts Association Annual Conference: August 24-27, 2026

Select Board members and staff attended the 2026 California Special Districts Association (CSDA) Annual Conference & Exhibitor Showcase gathering for California's special district leaders at the JW Marriott Desert Springs Resort & Spa in Palm Desert. This year's event included keynote speakers and over 30 breakout sessions tailored to today's governance and operational challenges.

**BIASC Coachella Valley Institutional Gala: September 3, 2026**

Select Board members and staff attended the BIASC Inland Empire Chapters Installation Gala for a celebratory evening where they inducted the 2027 Chapter Board Presidents and Board Members.

**DVBA Public Officials Luncheon & Tour Speaker Doria Wilms, City of Desert Hot Springs: September 11, 2026**

Select Board members and staff will attend the Public Officials Luncheon with guest speaker Doria Wilms. Doria Wilms has served the city for over a decade and she will share important updates and discusses the future of Desert Hot Springs.



GCVCC All Valley Mayors & Tribal Chairperson Luncheon: September 11, 2026

Select Board members and staff will attend the Annual All Valley Mayors, County, and Tribal Chairpersons Luncheon. This highly anticipated gathering will convene the influential leaders of the Coachella Valley, including all nine Valley Mayors, County Supervisor, and Tribal Chairs. Through this exclusive event, these distinguished individuals will address a comprehensive range of topics crucial to our thriving business community. Engaging discussions will encompass vital subjects such as tax policy, emerging industries, and business regulations, among others. Attendees will gain valuable insights into the current state of our valley's prosperity, potential challenges on the horizon, and the outlook for the future, directly from those who are at the forefront of shaping these conversations.

**Indio Subbasin Alternative Plan Update Community Workshop: September 17, 2026**

Join the third community workshop for the 2027 Indio Subbasin Alternative Plan Update. The Indio Subbasin updates its Groundwater Sustainability Plan every five years under the Sustainable Groundwater Management Act (SGMA). This is your opportunity to ask questions directly and learn more.

Date: Thursday, September 17, 2026
 Time: 1:00 PM – 3:00 PM
 Virtual Location:
<https://us06web.zoom.us/j/88918778575>
 Meeting ID: 889 1877 8575

**Desert Hot Springs State of the City, Business Awards, and Expo: October 15, 2026**

The Greater Coachella Valley Chamber of Commerce, in partnership with the City of Desert Hot Springs, presents the Desert Hot Springs State of the City, Business Awards, and Expo. The event will be held on Thursday, October 15, 2026. This annual event offers a review of economic activity from the previous year, as well as future development and plans, significant for the business community. Mayor Scott Matas will be our featured speaker for this event.

Youth & Education Programs

SoCalGas Mission Springs LivingWise Program, 2025-2026

The SoCalGas Mission Springs LivingWise® Program, a school-based energy efficiency education program, is designed to generate immediate and long-term resource savings by bringing interactive, real-world education home to students and their families. The 2025-2026 program was taught in 6th grade throughout the Mission Springs area.



The SoCalGas Mission Springs LivingWise® Program team identifies and enrolls students and teachers within the designated service area. The program physically begins with classroom discussions using a Student Guide that provides the foundations of using energy and water efficiently. It is followed by hands-on, creative, problem-solving activities led by the classroom teacher.

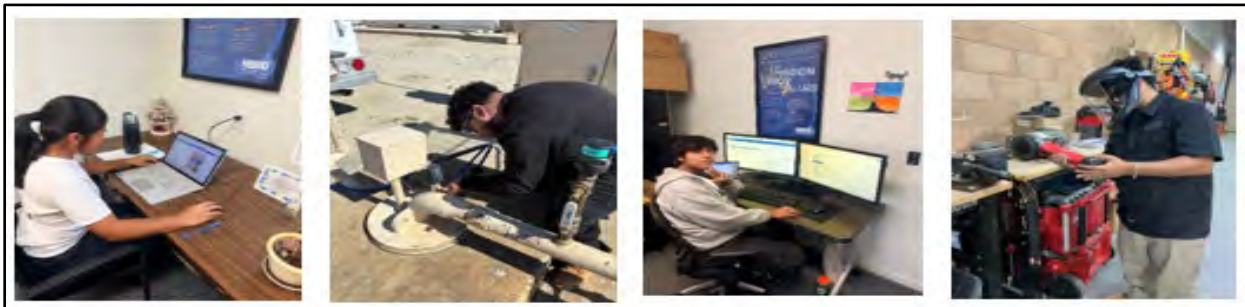
The LivingWise Kit and Student Take-Home Workbook comprise the take-home portion of the program. Students receive a kit containing high-efficiency measures they use to install within their homes. With the help of their parents/guardians, students install the kit measures and complete a home survey. The act of installing and monitoring new energy efficiency devices in their homes allows students to put their learning into practice. Here, participants and their parents/guardians realize actual water and energy savings within their home, benefiting two generations. A full copy of the annual report is available in Appendix C.

Desert Hot Springs High School REAL Academy Internships: June 29 – July 9, 2026

Growing our own! We were happy to host another group of interns from the Desert Hot Springs High School REAL Academy seniors. This program continues to be rewarding for the District and most important, it benefits the students in earning their internship hours along with the exposure to the vast world of public agencies and municipal water and wastewater management.

This summer, these talented students gained hands-on experience while making a difference across the District:

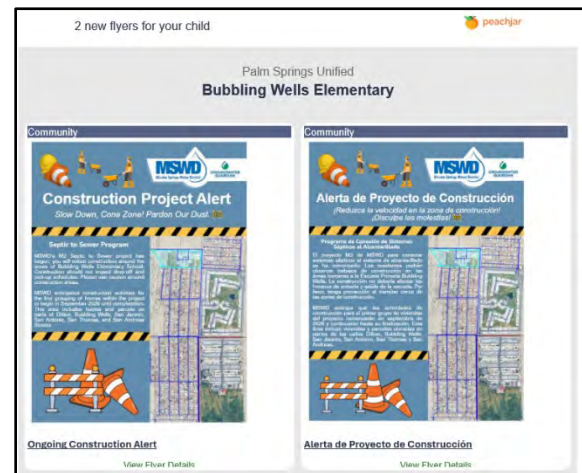
- Christopher – Water Production & Field Services
- Ezael – Wastewater
- Guadalupe – Public Affairs
- Michael – Information Technology (IT)



Public & Media Outreach

Area M2 Septic to Sewer Project

Outreach continues with a Peach Jar flyer to the parents of students that attend Bubbling Wells Elementary School to create awareness of the construction that will occur in the area during the school year in English and Spanish. We previously notified all home owners in the area who are eligible to connect with a direct mailer/post card inviting property owners in the M2 project area to the public meeting, as well as a dedicated webpage on the MSWD website that provides an overview of the project area affected, and we are providing project updates as they become available, as well as an article in the Water Matters July newsletter, and social media posts. We have been receiving a steady stream of completed applications and right of entry forms from homeowners and we will continue to reach out to the individuals that we have not received a response from. To learn view the webpage, visit: www.mswd.org/m2.



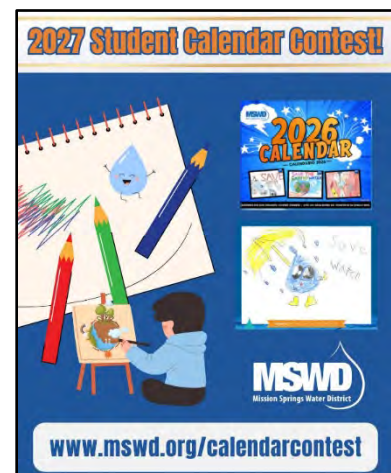
Upgrade with Purpose, Save with Rebates



The new rebate/conservation campaign launched on August 1, 2026, highlighting the affirmation to save water through the MSWD rebate program. The campaign is being promoted through August and September 2026 on social media channels, an updated billboard on Palm Drive, digital advertising Meta and Google, Uken Report, El Informador Del Valle, the MSWD Water Matters Newsletter, and the MSWD website.

2027 MSWD Community Calendar Contest

Mission Springs Water District is accepting entries into the annual student calendar drawing contest taking place now through October 1, 2026. Twelve winners will have their water conservation or groundwater protection drawings published in the District's 2027 community calendar. The contest is open to all K-12 students that reside within the MSWD service area. For contest requirements and to download an entry form, visit, please visit www.MSWD.org/calendarcontest. The contest has been promoted through August and September 2026 on social media channels, digital advertising Meta and Google, Peach Jar news at schools within the MSWD service area, the MSWD Water Matters Newsletter, and the MSWD website.



August 2026 was National Water Quality Month



National Water Quality Month is dedicated to making the most of the relatively small amount of fresh water we have, because having clean water is vital to our individual health, our collective agricultural needs, and the needs of our environment.

The history of National Water Quality Month originally dates back to two US congressional acts that were passed in the early 1970s in an effort to protect our water sources. Starting with the Clean Water Act that was passed in 1972, the federal government began taking steps to curb water pollution by making it illegal to dump high amounts of toxic materials into bodies of water. This set the standard for making sure that surface water was up to certain standards before being used

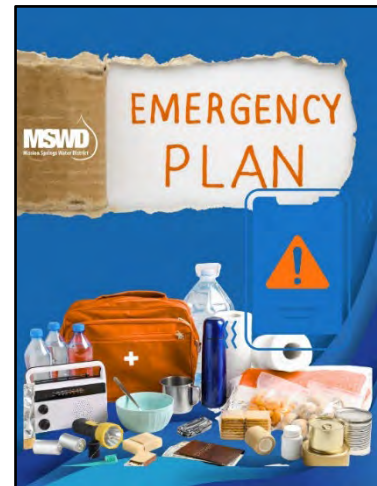
for human consumption and recreation. In 1974, the Safe Drinking Water Act was passed to further protect the quality of groundwater and public water systems.

From there, National Water Quality Month was founded in 2005 by the Environmental Protection Agency (EPA) and backed by the United Nations in an effort to promote civic discourse about how to conserve our natural water sources by starting conversations on what we can do in our own households and communities to ensure that we all have access to safe, clean drinking water for generations to come.

Soucre: <https://nationalwaterqualitymonth.org/>

September 2026 is Emergency Preparedness Month

Emergencies don't always give us a heads-up, but being prepared can make all the difference. September 2026 is the perfect time to Get Ready, Stay Ready! We are promoting emergency preparedness through September 2026 in our Water Matters Newsletter, social media, the website, HOA newsletters, and we are giving out preparedness pamphlets in our customer service lobby to help customers create a plan and a checklist. Prepare today. Stay ready tomorrow. To learn more, visit: www.mswd.org/emergencypreparedness.



Water Matters Newsletter



The MSWD August 2026 Water Matters newsletter features information about the MSWD rebate program, National Water Quality Month, the annual student calendar contest, and the DHSHS REAL Academy summer interns. The monthly newsletter can be found with your paper bill statement and the E-Bill digital statement, scroll down to view in English and Spanish, or on the MSWD website.

Legislative Updates

Federal: DOI Finalizes Post-2026 Colorado River Operating Guidelines

On August 21, 2026, Secretary of the Interior Doug Burgum signed the 2027-2028 Operating Guidelines and Record of Decision for the Post-2026 Colorado River Operations Final Environmental Impact Statement, establishing a 10-year Decision Framework that will guide future operational guidelines for Lake Powell and Lake Mead. The guidelines set a minimum Lake Powell elevation of 3,510 feet to protect Glen Canyon Dam infrastructure and require Lower Basin States to reduce Colorado River water deliveries by 1.25 million acre-feet annually over the next two years, with proposed state-specific reductions of 760,000 acre-feet for Arizona, 440,000 acre-feet for California, and 50,000 acre-feet for Nevada, if the states implement their proposed sharing agreement. The guidelines also call for Lower Basin States to voluntarily conserve and store at least 700,000 acre-feet over the two-year period and authorize the Secretary to work with Upper Basin States on using the Colorado River Storage Project's Aspinall, Flaming Gorge, and Navajo reservoirs to help protect the Glen Canyon Dam. Reclamation's accompanying August 2026 24-Month Study places Lake Powell operations in the Lower Elevation Infrastructure Protection Range for the water year beginning October 1, 2026, with an expected release between 6.0 and 7.0 million acre-feet, subject to adjustment through April 2027.

Federal: Bill Introduced to Establish Cybersecurity Requirements for Water and Wastewater Systems

On August 7, 2026, Senators Adam Schiff (D-CA) and Amy Klobuchar (D-MN) introduced the Water Cyber Shield Act (SB 5368), which would require large drinking water and wastewater systems to incorporate cybersecurity risk assessments into their existing risk and resilience plans. The bill would direct the Environmental Protection Agency, the Cybersecurity and Infrastructure Security Agency, and the National Institute of Standards and Technology, to establish baseline cybersecurity standards, authorize states to conduct cybersecurity assessments and assume primary enforcement responsibility, and extend federal cyber incident reporting requirements to previously exempt state and locally owned water systems. Additionally, the bill authorizes \$300 million in funding annually through FY2032 for cybersecurity assistance to water utilities.

A full Federal Update is available in Appendix B.

State: Legislative Budget Update

August 31, 2026, at midnight was the Constitutional Deadline for all bills to pass the Legislature and be sent to the Governor. Unfortunately, the Legislative Leaders and the Governor were unable to reach agreement on the final budget bill, details below, and a wildfire package until very late. Therefore, in order to comply with the requirement that all bills be in print for 72 hours prior to a final vote, the Legislature placed urgency clauses into the budget bill, AB 113, and the wildfire bill, SB 492. The urgency clause allowed for the Legislature to be in session after the August 31, 2026, deadline and dispense with these items.

State: 2026 Legislative Update

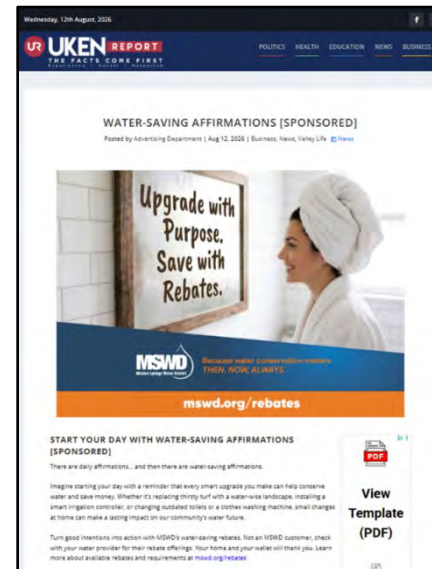
The one water related allocation was the Safe and Affordable Drinking Water (SAFER) Program. The Governor's budget proposal did not include any allocation of GGRF money to the SAFER Program, but after lobbying from the water community and pushback from the Legislature, the final budget included \$71 million from GGRF in addition to the \$100 million from Proposition 4.

The State report and State Bill Tracking sheet are included in Appendix B.

Editorials

Uken Report

Upgrade with Purpose. Save with Rebates. The new rebate/conservation campaign is being promoted throughout the Uken Report platforms, website, and social media.



El Informador Del Valle

The calendar contest and the rebate campaign are both highlighted on the El Informador Del Valle social media pages and the article is posted on the El Informador Del Valle website, and in the printed newspaper.



MSWD Digital Advertising

Google Ads brought in 307 clicks on 231,797 impressions. The Rebates campaign did most of the heavy lifting there, 219 clicks at a 0.19% click rate, roughly triple the rate of the Calendar Contest. That tracks with where each one sits in its cycle: rebates are an always-relevant ask, and the contest is still in its awareness stretch ahead of the entry window.

On Meta, the four campaigns reached 28,414 people across 170,305 impressions and drove 304 link clicks. The Facebook engagement campaign also picked up 62 new page follows, which is the piece that keeps paying off after the campaign ends.

The full report is included in Appendix C.



Social Media

This report highlights activities and posts on the District's social media platforms. Some of our most engaging posts included the New Hire Welcome, Employee Congratulations, and the second Employee Congratulations post.

Facebook had a lot of traction this month. The most shared posts were the Your Rates at Work/Traffic Alert, Employee Congratulations, and the Rebate Affirmation post. We had 179,080 total views (+69,249 from last month) 1,797 total likes, 159 reel/video views, and 67 new page likes.

Instagram had a productive month as well, total reach of 12,177 (+4,527 from last month), and 24 new followers.

LinkedIn is growing with 5.771 impressions (+3,070 from last month), 169 clicks, 20 new followers, and a 15.69% engagement rate.

A copy of the full social media report can be found in Appendix C.

3 Most Viewed Posts		
	New Hire Welcome We are happy to welcome new hire, Jeremy McDonald who joi...	5,264
	Congratulations Employee We are happy to share that Theresa Murphy has been reclas...	4,395
	Employee Highlight We're Proud to Celebrate Another Employee Achievement! 🎉 ...	2,989

3 Most Shared Posts		
	Your Rates at Work Traffic Alert Your Rates at Work. 💧 🚧 MSWD is conducting a well rehabil...	7
	Employee Highlight We're Proud to Celebrate Another Employee Achievement! 🎉 ...	1
	Rebates Upgrade With Purpose. Save With Rebates.. There are dail...	0

CV Water Counts

The website drew 3,646 visitors and 6,760 pageviews, mostly on mobile, with Conservation Tips again the runaway favorite at roughly 2,740 views and the National Water Quality Month article close behind at 1,920. On Google Ads, the English and Spanish display campaigns served 39,854 impressions and 3,341 clicks, a sizable jump in clicks over July 2026 on fewer impressions, search added 12,968 impressions and 476 clicks, and the YouTube video ads reached 56,649 impressions with 28,940 views. The August 2026 Meta ad was the standout: 51,390 impressions, 30,297 people reached, and 1,272 link clicks, well ahead of July 2026. Facebook picked up 16,642 impressions and reached 10,050 people. The Water Watch e-Newsletter landed a 53.57 percent open rate and a 6.82 percent click rate, both several times the industry averages.



Rebates & Conservation

The Public Affairs team continued to promote rebates and conservation throughout our service territory during the month of August 2026.

Rebate Type	Total Rebates for August 2026	Total Rebates for August 2026
Toilet	0	\$0.00
Turf	0	\$0.00
Clothes Washer	0	\$0.00
Smart Controller	0	\$0.00
Conservation Kit	0	-

Bottled Water Tracking Report

Date Supplied	Requested By	Event or Purpose	Cases Requested
08/06/2026	Riverside County Children & Families Commission	Meetings & Events	5
08/12/2026	DHS High School REAL Academy	Student Leadership Events	5
08/26/2026	MLCC Women's Golf	Golf Tournament	3
Total			13



ENGINEERING DIVISION

Engineering Department

Below is a list of Capital Projects and status updates for August 2026.

Well 42 Project

Staff continued to coordinate with the contractor, Layne Christensen, and the Construction Management Team, MWH. The Contractor is progressing on electrical items. Additionally, the driveway approach has been constructed and completed. The SCADA system is being worked on to communicate with the Administration Building, and chlorine injection pumps are being secured for installation. Project completion is expected before the end of the year.

Well 22 Rehabilitation

Staff continued to collaborate with the contractor, Canyon Springs Enterprises, on reviewing and responding to RFIs, and procuring materials. The Contractor is working on the electrical, above ground piping, and the chemical building. The Motor Control Center electrical conduits were placed and the concrete pad was formed. Once the well is close to being ready for operation, L.O. Lynch will perform interim disinfection and final disinfection, with coordination with the Contractor for pump installation.

Dos Palmas Lift Station Upgrade

Woodard & Curran are working on the Preliminary Design Report for the first phase of work, which is due to be completed in August 2026. MSWD has received the concrete slab specifications for the bioxide tank to meet current seismic standards. The Phase II Proposal was received and will be reviewed by staff and will process if applicable. The Project Design Report is expected within a week, and then staff will review.

Regional Water Reclamation Facility Conveyance Line

Final work was completed by the contractor, Downing Construction, and staff will be presenting an agenda item for Notice of Completion to the Board of Directors in September 2026.

Area M2 Sewer Collection System (AD-15)

A pre-construction meeting was held on August 27, 2026, with Engineering and Operations staff, County of Riverside, the Contractor, WEKA, and the Construction Management Team, Willdan Engineers. The Contractor secured an encroachment permit from the County of Riverside. Initial notice letters were handed out the first week of September 2026, with direct communication with residents. A contract amendment increasing Construction Management Team's contract will be presented to the Board in September 2026. Signed sewer permit applications and Right of Entry letters are currently being received from property owners. Construction is anticipated to start on September 8, 2026. The initial phase of work will be to pothole various locations throughout the project area to detail existing water lines, materials, and confirm sizes.

Water Resources Department

Below is a list of water resources related activities for August 2026.

Integrated Regional Water Management Planning

The Coachella Valley Regional Water Management Group (CVRWMG) implements the Integrated Regional Water Management (IRWM) Plan for the Coachella Valley IRWM Region. The CVRWMG met with the consultant, Woodard & Curran, on August 12, 2026.

- The group discussed progress and funding updates for projects under the Prop 1 Round 2, Urban Community Drought Relief, and Water and Energy Efficiency grants.
- Valley Sanitary District submitted a letter requesting to withdraw from the group. A redlined version of the MOU was provided for review and comment.
- Coachella Water Authority's Chromium VI Compliance Plan was approved.
- The group discussed updates to the CVRWMG website.
- The California Department of Water Resources (DWR) released the Draft Prop 4 Stormwater Grant Program Guidelines. Comments were due by August 24, 2026, and the group had no suggested comments.
- DWR released the Draft Prop 1 Sustainable Groundwater Management Grant Program Guidelines. Public comment workshops will be held in September 2026 with solicitations expected in Summer 2027.
- Watershed Resilience grants will have two separate solicitations.
 - o Conservation Implementation in Spring 2027
 - o Water Resilience Planning Plus in late 2027/early 2028.
- Woodard & Curran provided a schedule and budget update.

Mission Creek Subbasin SGMA Compliance

The Mission Creek Subbasin Management Committee (Management Committee) had a monthly progress meeting on August 5, 2026, with the consultant, WSP, for continued Sustainable Groundwater Management Act (SGMA) compliance.

- On August 12, 2026, DWR completed their review of the Mission Creek Subbasin Annual Report for Water 2025 with no comments.
- WSP continued work on the 2027 Mission Creek Subbasin Alternative Plan Update.
 - o WSP received comments from the Management Committee for Chapter 3 – Demand Projections.
 - o WSP to provide Chapter 4 – Water Resources and Chapter 8 – Project and Management Actions to the Management Committee this week for review and comment.
 - o WSP completed updates to the groundwater model.
 - o WSP continued work on Preliminary Forecasts for the groundwater model
 - Water Balance
 - Water Levels
- WSP shared the schedule and budget status with the Management Committee.

San Gorgonio Pass Subbasin SGMA Compliance

The San Gorgonio Pass Subbasin Groundwater Sustainability Agencies (GSAs) had a monthly progress meeting on August 27, 2026, with the consultant, Provost & Pritchard.

- Provost & Pritchard provided an update on the San Gorgonio River Stream Gauge.
- Provost & Pritchard provided an update on the groundwater model including projection results.
- All chapters for the 2027 San Gorgonio Pass Groundwater Sustainability Plan (GSP) Update have been distributed for review, except for Chapter 1 – Executive Summary and Section 3.3 – Water Budget. Most updates are minor revisions and will not require an amendment. DWR agreed that an amendment will not be required for the revisions.
- Provost & Pritchard to provide a Draft 2027 San Gorgonio Pass Subbasin GSP Update to the GSAs for review and comment on September 25, 2026, with comments due by October 16, 2026.

Indio Subbasin SGMA Compliance

No updates.

Salt and Nutrient Management Planning

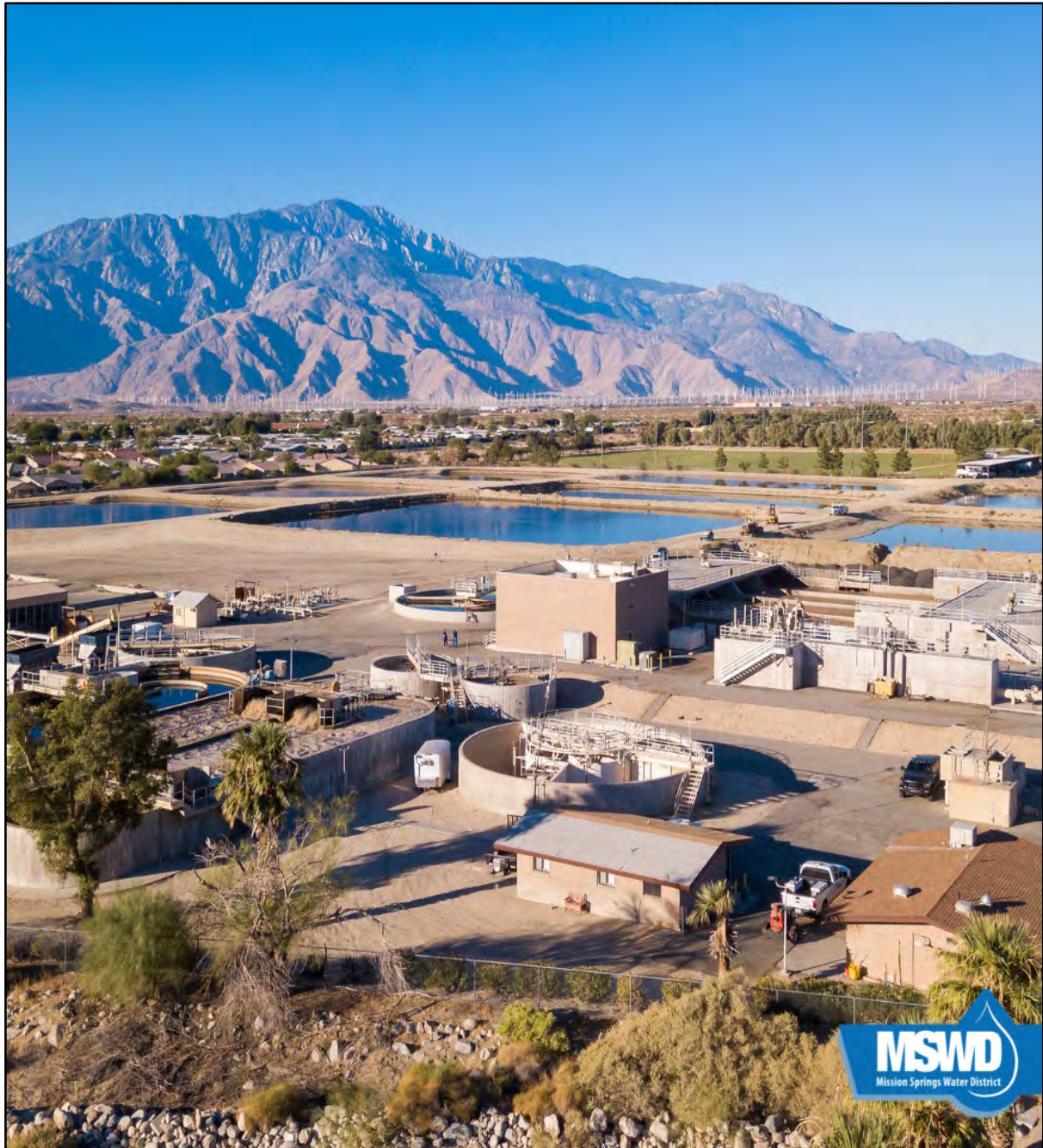
The Steering Committee had a monthly progress meeting on August 26, 2026, with the consultant, West Yost, for the Coachella Valley Salt and Nutrient Management Plan (CV-SNMP).

- Task 3 Technical Memorandum (TM) – Delineate Draft Management Zones and Describe Metrics to Characterize Beneficial Use Protection.
 - o West Yost received comments from the Regional Water Quality Control Board – Colorado River on August 12, 2026, and August 18, 2026.
 - o West Yost to share draft redline TM 3 and response to comments with the Steering Committee for review and comment in September 2026 after review of TM 5 is completed.
- Task 5 TM – Construct TDS/N Forecasting Tools and Evaluate the Baseline Scenario.
 - o West Yost provided an updated Table 4 for comparison of current (2019) and Baseline Projected (2070) ambient TDS concentrations to groundwater-use thresholds.
 - o West Yost to share draft redline TM 5 and response to comments with the Steering Committee this week with comments due by September 2, 2026.
- Task 6 TM – Forecast TDS/N for SNMP Scenarios.
 - o West Yost went over five different scenarios
 - SWP – replace all Colorado River Aqueduct water TDS concentrations with State Water Project water TDS concentrations (250 mg/L).
 - NoGolf – remove all golf course irrigation.
 - NoMuni - remove all municipal irrigation.
 - ROWW – treatment of wastewater effluent (TDS = 150 mg/L; N = 1 mg/L)
 - ROGW – treatment of groundwater pumped for municipal uses (TDS = 150 mg/L; N = 1 mg/L)

- The September 2026 Steering Committee meeting will be cancelled. West Yost will meet individually with each agency to define updated scenarios to model and review results at the October/November 2026 Steering Committee meeting.
- The Public Workshop for Task 6 TM and Task 7 TM will be combined and scheduled for November/December 2025.
- West Yost shared the schedule and budget status as of June 30, 2026.

Urban Water Management Planning

No updates.



FINANCE DIVISION

Finance & Accounting Department

Department Overview

The Accounting Department continued regular operations throughout the month of August 2026.

- Staff continued to work with Tyler on the Enterprise Resource Planning (ERP) system upgrade.
- Accounting finalized the Official Statement for the debt issuance related to the new Administration Building and a water booster stations totaling \$28M.
- The District received its first credit rating from S&P: AA-.

Payroll Services

Payroll staff continued to process payroll changes from evaluations, including retroactive payments. These do require additional work as it relates to the amounts submitted to CalPERS for the employees' pensions.

ERP System Implementation

Phase 1, core financials have been completed. This is the largest module and includes general ledger, accounts payable, purchasing, budget, bank reconciliation, fixed assets, and inventory. Phase 2, Payroll/HR went live in August 2026, and utility billing is scheduled to go live in November 2026.

Accounting Support

The Accounting department continued to support other departments as needed:

- Operations – Accounting continued to support Operations on projects and deposits.
- Human Resources – Accounting continued to work with Human Resources to update employee information related to change of status, new hires, and CalPERS appointments.
- Customer Service – Accounting continued to support Customer Service by processing multiple customer refunds for credit balances on closed accounts. Accounting is also working with Customer Service on audit details for customer accounts that need to be corrected or simply to provide additional support as requested by the auditors.

Budget

There were not budget adjustments made in August 2026.

Cash Receipts

Total cash receipts for the month of August 2026 amounted to \$1,544,776.54. The largest sources of cash receipts were normal water and sewer customer account payments.

Cash Disbursements

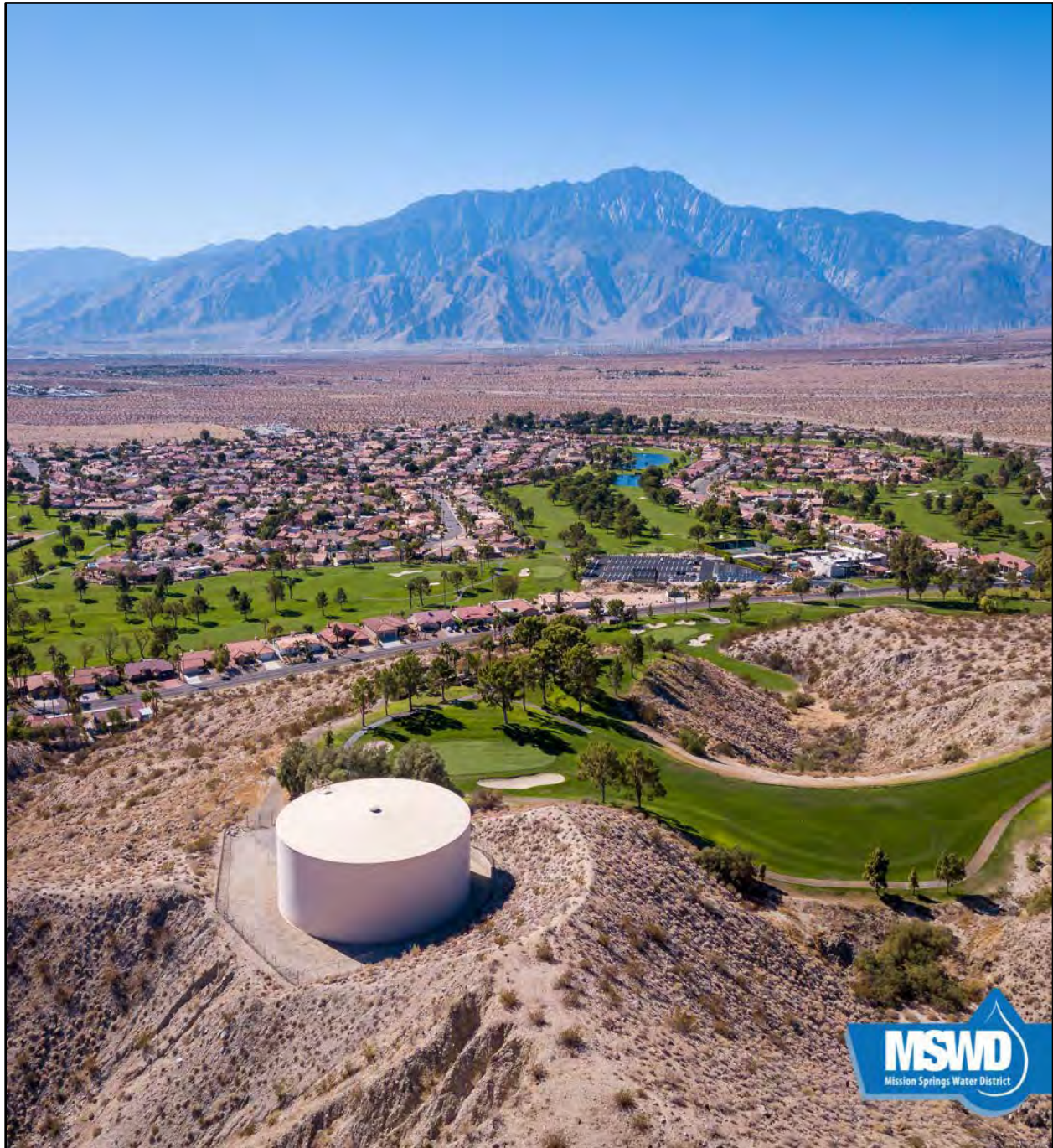
Total cash disbursement for the month of August 2026 amounted to \$1,801,940.80, with the largest payments made for payroll, insurance, and the 2027 Mission Creek Subbasin Alternative Plan Update.

Financial Statement

A year-to-date summary of the District's financial position for Fiscal Year 2026-2027, in addition to a comparison to the previous fiscal year, can be found in Appendix D.

Capital Improvement Program

The District maintains a 5-year Capital Improvement Program that includes water and sewer infrastructure, facilities, and fleet. A year-to-date summary of the District's Capital Improvement Program for Fiscal Year 2026-2027 can be found in Appendix D.



Purchasing Department

Staff continues to source sanitization supplies to ensure wipes, hand sanitizers, disinfectants are available in all district buildings, and vehicles for the safety of the staff.

Price increases and supply chain issues continue to surface in our industry. Specifically, PVC pipe and fittings, ductile iron pipe and service brass fittings, restraints, hydrants, and valves, as well as many other products, are experiencing significant shortages that could lead to extended lead times. Along with these supply chain problems, pricing continues to escalate. These problems exist with both domestic and imported materials. We will continue to monitor the situation and do our due diligence in getting all the material that is needed to maintain our water systems.

Total inventory purchases were \$49,443.59, and the total issued for use by field crews was \$41,207.24 for the month of August 2026.

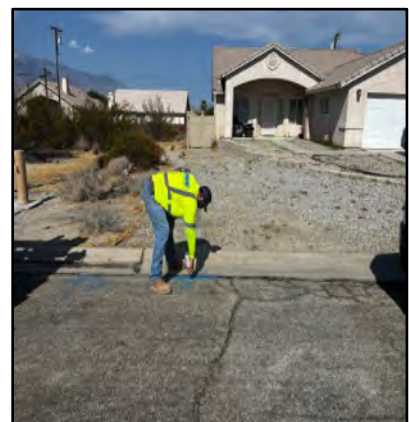


OPERATIONS & MAINTENANCE DIVISION

Construction & Maintenance Department

Water Line Locations

Staff completed approximately 265 water line location requests using iPads and the GeoViewer Mobile app to streamline and manage line locations.



Water System Repairs/Replacement

Staff continued to repair and replace components of the water distribution system keeping it in optimum working order and properly functioning without any interruption. Below is a summary of the repairs and replacements completed in August 2026.

Description	August 2026	CY 2026
Water Service Lines Replaced with Copper	4	111
Water Service Line Leaks Repaired	7	47
Water Mainline Leaks Repaired	8	33
Fire Hydrants Repaired/Replaced	4	29



Water System Maintenance

Staff continued to implement preventative maintenance and inspection programs to keep the water distribution system in optimal working order and properly functioning without any interruption. Below is a summary of the maintenance completed in August 2026.

Description	August 2026	CY 2026
Ground Valves Exercised	113	802
Fire Hydrants Flushed, Maintained, and Painted	52	329
Air-Release Valves Maintained/Repaired	0	202
Cla-Val Valves Maintained/Repaired	0	0
Blow-Offs Flushed	8	366

**CMMS Workorder Program**

A total of 17 work orders were processed in August 2026 using the CMMS program.

New Water Meter Service Installation

Staff installed five new water service lines in August 2026.

Fire Flow Testing

Staff conducted no field fire flow tests for the Engineering Department in July 2026. Engineering is still conducting fire flow test results using the hydraulic model.



Fleet & Facility Maintenance Department

Janitorial Services

The District's janitorial company, Executive Facilities, has been very responsive to staff requests and continues to provide good service with no janitorial issues at this time. Staff received a response to our formal notice of breach of contract and has resolved this insurance coverage issue.

Building Maintenance

Staff completed the following building maintenance during the month of August 2026.

- Repaired two irrigation leaks at Well 28 and covered exposed irrigation lines to prevent further animal damage.
- Repaired wiring to the Vista Tank irrigation controller.
- Repaired broken PVC piping in the Terrace Tank irrigation system.
- Repaired two irrigation leaks at Two Bunch Reservoir.
- Repaired two irrigation leaks at Well 25.
- Repaired two irrigation leaks at Well 27-31.
- Fabricated and welded three hydrant lock bases.
- Cleaned and lubricated the lock cylinder for the suggestion box at the Administration Building.
- Removed trash from the Corporate Yard gate area.
- Repaired a broken wire at the Annex alarm panel and replaced the battery.

Standby Generator Monthly Maintenance Program

Monthly testing is conducted to ensure that all generators are in good working order and ready for use when needed.

- All generators were run, including the equipment located in the storage containers at the Corporate Yard.

Fleet Maintenance/Repairs

Staff completed the following fleet maintenance during the month of August 2026.

- Unit 48 had the negative battery cable replaced. Removed, cleaned, and resealed the radiator. A preventative maintenance service was performed, including an oil change, hydraulic oil topped off and filter changed, and fuel/water separator replaced.
- Unit 462 had the windshield replaced by Palm Springs Motors, and a preventative maintenance service performed internally with just an oil change completed.
- Unit 418 had the battery replaced under warranty and fault codes checked.
- Unit 420 had the heater hoses replaced after failure, coolant refilled, and the battery was replaced under warranty.
- Unit 421 had the rear front tire replaced at Desert Tires & Auto.
- Unit 431 had a tire patch installed on the right front tire onsite by Parkhouse Tire.
- Unit 463 had a 30A fuse replaced for the boom assembly.
- Unit 389 had batteries swapped from Unit 433 for emergency use due to failure.
- Unit 433 had batteries replaced with new units.
- Unit 470 had a faulty strobe switch replaced, license plates were installed, and scanned the vehicle for fault codes.
- Unit 437 had the right front bumper straightened internally.

Field Services Department

WaterSmart / Neptune 360

Staff routinely monitors for continuous usage and high-water usage on customer accounts and proactively makes contact through the Customer Portal, phone, email, or in person to inform them of potential issues. The following is the number of contacts made this month:

Contact Type	Total for August 2026	Total for CY 2026
Continuous Usage	89	510
High Usage (>Normal)	25	93
Reverse Flow	0	0
Total	114	603

Cross Connection Control Program

The Backflow and Cross Connection Specialist performs annual testing of Backflow Prevention Assemblies (BPAs) throughout the District as required by the SWRCB Cross Connection Control Policy Handbook.

Type	Total for August 2026	Total for CY 2026
BPAs Tested	32	1,207
Hazard Assessments	0	30

Service Orders

The Field Services team carries out a range of assignments throughout the month, based on requests submitted by customers or directives issued by the office, to support District-wide operations. A detailed breakdown is provided in the list below.

Type	Total for August 2026	Type	Total for August 2026	Type	Total for August 2026
Non-Pays	190	Change Out New Meter Box	2	Illegal Connections	4
Shut-Off per Customer	40	Customer Side Leaks	11	Construction Meter Reads	46
Shut-Off per Office	10	Meter Maintenance	137	Construction Meters Installed	22
Water Reconnection	88	Water Quality Investigation	0	Construction Meters Removed	2
Change Out Register	23	High Water Pressure Investigation	8	District Side Leak Investigation	5
White Door Hangars	50	Low Water Pressure Investigation	9	Customer Side Leak Investigation	11
Red Door Hangars	82	Water Waste Investigation	51		
High Bill Investigation	25	No Water Investigation	5		

Vegetation and Debris Removal

The Field Services team removed heavily vegetated areas to expose and clearly identify meter box easements.



Wastewater Collection Department

Sanitary Sewer Overflow

There were no Sanitary Sewer Overflows (SSOs) in the collection system this month.

Dos Palmas Lift Station

Staff continued efforts towards the installation of a bioxide injection system to reduce hydrogen sulfide in the collection system. Preliminary design work continued with the Engineering department and consultant, Woodard & Curran.

20th Avenue Lift Station

Operators conducted daily site visits to verify pump operation, SCADA system functionality, and site security.

Sewer Line Locations

Staff completed 280 sewer line location requests using iPads and the GeoViewer mobile application to streamline and manage line locations.

Sewer Line/Collections Maintenance

Staff conducted inspections of 3,643 feet of sewer mainlines using CCTV. The CCTV camera experienced a seal failure, allowing moisture to enter the unit and damage the internal motherboard. The camera has been sent in for repair and is expected to be returned next month. To help prevent future interruptions in CCTV inspections due to equipment failure, the Collection Department has budgeted for the purchase of an additional CCTV camera. This will ensure staff have two cameras available for inspections, providing a backup unit if one camera experiences a failure or requires repairs. Staff also completed cleaning of 3.08 miles of sewer mainlines this month.



Fats, Oils, and Grease (FOG) Inspections

Staff did not perform any FOG inspections this month. Staff are in the early stages of implementing a new FOG inspection program, FOG BMP, being developed by the Engineering Department. Once the program has been finalized, staff will conduct the third quarter FOG inspections using FOG BMP. This will allow staff to identify any issues or recommended changes for the program and provide feedback to help streamline and improve the inspection process.

Wastewater Treatment & Disposal Department

Plant Maintenance

Between the Horton, Desert Crest, and Wright Wastewater Treatment Plants, employees worked 996-man hours to execute routine plant maintenance, equipment maintenance, and plant operations. Staff members operated the sludge belt filter press for 140.7-man hours during this period, filling and emptying 16 trailers with sludge from the Horton, Wright, and Desert Crest plants.

Horton Clarifier Sweep Replacement

Staff completed the replacement of the rubber sweeps on Clarifiers 1 and 2. These sweeps are used to collect scum and other floating material from the surface of the clarifiers, helping improve the clarification process and overall effluent quality.



Horton Aeration Brush Bearing Replacement

Staff completed the replacement of the bearing located on the gearbox side of Aeration Brush 1. Due to the age of the brush and excessive movement over time, the bearing had seized and welded itself to the shaft. Staff replaced the failed bearing with an expansive-style bearing to help increase its service life. The new bearing allows for a small amount of movement in the brush assembly, which should help reduce stress on the bearing and shaft during operation.



Sampling and Laboratory

Staff collected 165 samples and spent 330-man hours performing laboratory duties and analysis for process control and regulatory reporting purposes. Effluent from the Horton, Wright, and Desert Crest plants consistently met the District's discharge permit requirements.

**Pond Maintenance**

Horton Ponds 1, 2, 4, 5, 6, 7, and 8 were cleaned and rehabilitated during August 2026. The ponds continue to exhibit a high percolation rate.



Wastewater Report

Through continued development in the Desert Hot Springs area, and at the request of new consumers, sanitary services are always being added to the collection system. Below is a summary of new sanitary service connections by month.

New Sanitary Service Connections to Collection System					
Fiscal Year	2026/27	2025/26	2024/25	2023/24	2022/23
July	0	13	9	4	4
August	4	20	7	12	26
September		4	2	17	20
October		26	2	3	13
November		3	22	7	8
December		1	5	21	8
January		4	1	2	35
February		30	55	1	4
March		16	30	1	24
April		20	46	7	16
May		25	42	8	9
June		18	4	0	4
Total	4	180	235	83	171

Additional sanitary service connection information is provided in Appendix E.

The following table shows the average daily flow and peak daily flow for the Horton WWTP, Desert Crest WWTP, and Wright RWRP.

Wastewater Flow (MGD)						
Fiscal Year 2026/27	Horton WWTP		Desert Crest WWTP		Wright RWRP	
	Average Daily Flow	Peak 24-Hour Flow	Average Daily Flow	Peak 24-Hour Flow	Average Daily Flow	Peak 24-Hour Flow
July	1.797460	2.082078	0.031290	0.040920	0.199900	0.276500
August	1.776798	1.958998	0.036508	0.044280	0.186300	0.238500
September						
October						
November						
December						
January						
February						
March						
April						
May						
June						

Additional wastewater flow information is provided in Appendix E.

Water Production Department

Water Produced

Water System	System Number	August 2026 (AF)	August 2026 (MG)
Mission Springs WD	CA3310008	838.29	273.20
West Palm Springs Village	CA3310078	10.18	3.31
Palm Springs Crest	CA3310081	7.60	2.47
Total		856.07	278.98

Water Sampling/Testing

- Bacteriological Sampling – Staff collected 50 routine samples in the MSWD system, four routine samples in the ID-E area which includes the West Palm Springs Village (WPSV) and Palm Springs Crest (PSC) systems, and four well samples in ID-E.
- Staff collected 16 general physical samples in the MSWD system and two general physical samples in ID-E.
- Well 26A Uranium Treatment (IXP) Sampling – The monthly sample was collected August 12, 2026.
- DDW Reporting – The District's Monthly and Quarterly Coliform Monitoring Report for all three water systems will be sent to the SWRCB Department of Drinking Water (DDW) on September 10, 2026.
- Chromium-6 Sampling – Staff completed the Chromium-6 sampling on August 19, 2026, for all our wells except for Wells 22 and 34 due to being offline for mechanical failure.

Chlorination System Updates

- Chlorination Pumps – Staff conducted routine maintenance and inspections on all chlorine pumps and related equipment at well sites. Staff made necessary adjustments, repairing and/or rebuilding to ensure proper operation. Chlorinator pumps continue to function properly, with only typical preventative maintenance required (i.e., repair of cracked chlorination suction/feed tubing and diaphragm replacements).
- Sodium Hypochlorite (Chlorine) Usage – During the month of August 2026, a total of 2,559 gallons of chlorine (12.5% solution strength) was used to disinfect the distribution system and our production facilities. (Reflects usage in the MSWD and ID-E water systems.)
- Chlorine Residuals at Production Well Sites – In August 2026, the Water Production staff checked and documented the chlorine residuals at all wells in use 203 times. The average chlorine residual of these readings was 0.94 ppm. (This data reflects the MSWD and ID-E water systems.)
- Distribution System Chlorine Residuals – During the month of August 2026, the Water Production staff checked and documented the chlorine residuals throughout the distribution system a total of 106 times. The average chlorine residual of these readings is 0.72 ppm. (This data reflects the MSWD and ID-E water systems.)

Well Soundings

Staff continued to sound the groundwater levels for 13 production wells and nine monitoring wells. Staff aim to complete these by the 20th of each month.

Water Production Facility Updates

Staff are responsible for oversight of all water production sites, including making necessary operational adjustments to ensure optimal performance. Their duties also include conducting monthly overflow maintenance, which may require climbing reservoirs when needed.

Sanitary Survey Corrections

In August 2026, staff continued to correct items that were brought to our attention during the last Sanitary Survey Inspection. All resolved issues are documented, and a photo is uploaded to a folder to be sent to the DDW.

Gateway Fire Pump Testing

Staff performed the monthly fire pump testing in August 2026. All systems functioned properly. Water loss data was captured and entered onto our water loss tracking worksheet.

Motor Oil Changes

The next oil changes will be completed in September or October 2026. Production staff installed ball valves at each well site, which will make oil changes quicker and more efficient.

Well 26 Bac-t Failure/4-Log Removal

In August 2026, staff conducted routine weekly bacteriological source and compliance point sampling in accordance with the 4-log removal agreement with the State Water Resources Control Board DDW. Weekly bacteriological samples are collected each Wednesday, and chlorine residuals are collected each day the well pumps into the system, to ensure adequate dosing remains above the DDW required 0.50 mg/L. All documentation is being provided in the daily production run reports in GeoViewer.

Well 24

Well 24 was put back in auto and pumping into the system starting July 15, 2026. The well started pumping to Annadale Reservoir but has been switched to help to support Terrace Reservoir while Well 32 is awaiting parts to be repaired.

Existing Well 33 RES-BCT Solar Site

Repair work began on April 20, 2026. The project was expected to be completed ahead of schedule sometime in July 2026. However, due to theft issues, the contractor is expected to complete construction repairs in August 2026 until the remaining change order can be approved by the Board in September 2026. The project is currently at a standstill while the additional change orders remain pending. All currently approved and in-scope work has been completed. Work completed in July 2026 included the following:

- Work Completed:
 - o Pulled all AC wire and landed everything except one surge protector device (SPD). The contractor plans to return next week to finish landing the remaining SPD, power on all the inverters, and perform troubleshooting to

the point of identifying the fault codes. Simple fixes were addressed on the spot. Fiver inverters are bac and require replacement. The contractor is recommending seven be purchased so there are two for spares as there will be other inverters that will go bad.

- o The contractor is installing improvements for a 120V outlet at the switchgear pad to accommodate connection for future security cameras.
- Current Risks:
 - o Possible theft incident. PVCA personnel noticed the same black SUV driving slowly back and forth near the encampment throughout the day while observing the crew running new AC conductors. MSWD has confirmed they will implement a rotating three-hour watch to monitor the site from Friday to Monday morning until the contractor can return on Monday.
 - o Two security cameral trailers were installed to provide full perimeter coverage until permanent cameras are installed. Staff plans to bring a request for approval of budget augmentation for the security camera system in September 2026 along with the change order approval.
- Planned Work – There will be no work until the change order is approved in September 2026.

Upon completion of final repairs, efforts to initiate the RFP process for annual solar site operations and maintenance services will resume.

Horton WWTP PPA Solar Project

Kenwood Energy provided the table below that evaluates the performance and compares the most recent month's performance and the performance over the most recent 12-month period. Items to note:

- The "12-Months" column includes data from start-up in December 2025.
- Monthly Generation is 95% of projection, which is similar to the last few months.
- The net dollar savings continue to be significantly higher than projected. We are starting to see a significant savings from Max Demand reduction in summer months (\$1,800 in June 2026).

	Horton WWTP	
	Recent Month	12-Months
Projected kWh Gen	75,272	452,743
Actual kWh Gen	71,388	400,723
Projected SCE \$ Saved	\$9,011	\$54,104
Actual SCE \$ Saved	\$12,607	\$58,311
Projected PPA Payment	\$8,656	\$52,065
Actual PPA Payment	\$8,210	\$46,083
Projected Net Savings	\$355	\$2,039
Actual Net Savings	\$4,397	\$12,228

Nancy Wright RWRP PPA Solar Project

The contractor returned in June 2026 to install back-ordered items and complete the remaining punch list. However, a wire splice repair still remains. Once this is completed, the Contractor will submit the Notice of Commercial Operation, initiating PPA payments.

New RES-BCT Solar Project

The application with SCE has been approved. Construction will begin following the Nancy Wright RWRP site. Work is tentatively scheduled to start in September 2026. However, there may be delays with SCE's work schedule delaying the start for the solar contractor.



Water Report

Through continued development in the Desert Hot Springs area and at the request of new customers, water services are always being added. Below is a summary of new water services added each month.

New Service Connections to the Water System					
Fiscal Year	2026/27	2025/26	2024/25	2023/24	2022/23
July	1	18	9	5	6
August	9	19	14	14	28
September		8	6	19	22
October		26	2	4	16
November		3	25	9	10
December		8	6	5	9
January		3	1	5	26
February		31	59	3	14
March		16	37	6	29
April		20	64	11	24
May		29	54	9	16
June		23	7	3	5
Total	10	204	284	93	205

Additional water service connection information is provided in Appendix E.

As expected, the new water services increase the amount of water needed to be pumped; however, the weather and water conservation continue to be the primary factor in MSWD water production. The following table summarizes the MSWD water production by month.

Monthly Water Production (AF)							
	FY 2026/27	Variance from Prior Year		FY 2025/26	FY 2024/25	FY 2023/24	FY 2022/23
		AF	%				
July	827.78	15.11	1.86	812.67	939.07	789.99	751.79
August	856.07	66.13	8.37	789.94	818.63	737.74	850.19
September				762.89	785.85	675.06	716.03
October				674.64	718.26	709.23	691.98
November				531.93	574.08	629.05	599.39
December				666.21	647.08	529.99	554.27
January				541.35	572.24	556.57	530.39
February				521.99	509.08	458.69	490.41
March				685.32	564.28	560.24	500.37
April				679.09	604.64	649.67	552.34
May				681.03	645.40	696.24	726.25
June				809.34	769.02	700.11	682.09
Total	1,683.85	81.24	5.07	8,156.39	8,147.63	7,692.58	7,645.50

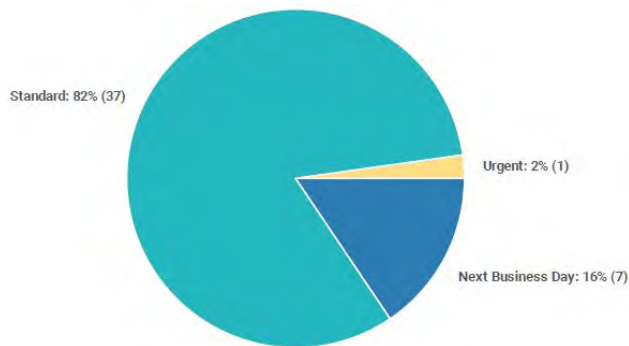
Additional water production information is provided in Appendix E.

APPENDIX A – Innovation & Technology Information

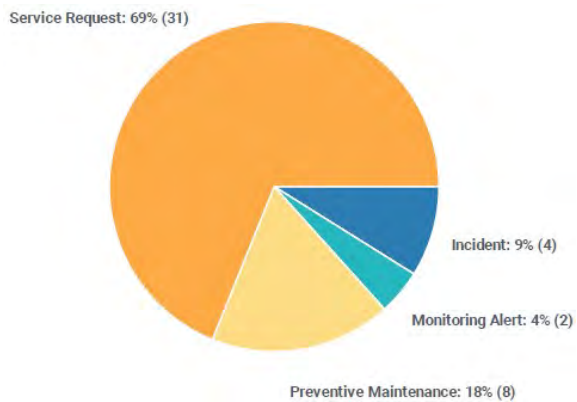
Mission Springs — August 2026 Client report

Client Activity Report and Analysis

Tickets received by Priority



Tickets received By Type



Client Service Rating

Overall Satisfaction	—
Number of Service Requests	45
Number of Survey Responses	0
Response Rate	0%

Tickets Received	45
Tickets Closed	40
Ticket MTTR	0.84

Client Hours — August

Hours on SOs	147
Hours on Projects	0
Meeting Hours	0
TOTAL HOURS	147

Mission Springs — August 2026 Client report

August Client Meetings

Meeting Title	Topics	Time Allocated
N / A	• N / A	0

Client Pending Projects

Project Title	Purpose
Network Hardware	Upgrade Hardware to maintain cyber security resiliency
Client Server Updates	Update security servers
Server Replacement	Current servers at the end of life cycle

Client Email Filtering



APPENDIX B – Federal & State Legislative Information

Mission Springs Water District Federal Update

August 31, 2026

Fiscal Year 2027 Appropriations Update

On August 8, the Senate passed a continuing resolution (CR) ([H.R. 6500](#)) by a 90–6 vote, setting aside the version the House passed last month. The CR would extend federal government funding at FY26 levels through December 11. The CR also includes several program extensions, including surface transportation authorities, national flood insurance, and extending the availability of housing voucher and homelessness assistance funding. The CR would also delay the implementation of OMB's proposed rule overhauling the Uniform Guidance governing federal grant administration published on May 29. The Senate adjourned for its traditional recess after passage of the bill and is scheduled to return on September 14. The House will reconvene on August 31 and is expected to take up consideration of the Senate-passed CR this week.

DOI Finalizes Post-2026 Colorado River Operating Guidelines

On August 21, Secretary of the Interior Doug Burgum signed the [2027-2028 Operating Guidelines and Record of Decision for the Post-2026 Colorado River Operations Final Environmental Impact Statement](#), establishing a 10-year Decision Framework that will guide future operational guidelines for Lake Powell and Lake Mead. The guidelines set a minimum Lake Powell elevation of 3,510 feet to protect Glen Canyon Dam infrastructure and require Lower Basin States to reduce Colorado River water deliveries by 1.25 million acre-feet annually over the next two years, with proposed state-specific reductions of 760,000 acre-feet for Arizona, 440,000 acre-feet for California, and 50,000 acre-feet for Nevada if the states implement their proposed sharing agreement. The guidelines also call for Lower Basin States to voluntarily conserve and store at least 700,000 acre-feet over the two-year period, and authorize the Secretary to work with Upper Basin States on using the Colorado River Storage Project's Aspinall, Flaming Gorge, and Navajo reservoirs to help protect Glen Canyon Dam. Reclamation's accompanying August 2026 24-Month Study places Lake Powell operations in the Lower Elevation Infrastructure Protection Range for the water year beginning October 1, with an expected release between 6.0 and 7.0 million acre-feet, subject to adjustment through April.

LEGISLATIVE ACTIVITY

Bill Introduced to Establish Cybersecurity Requirements for Water and Wastewater Systems. On August 7, Senators Adam Schiff (D-CA) and Amy Klobuchar (D-MN) introduced

the *Water Cyber Shield Act* ([S. 5368](#)), which would require large drinking water and wastewater systems to incorporate cybersecurity risk assessments into their existing risk and resilience plans. The bill would direct the Environmental Protection Agency, the Cybersecurity and Infrastructure Security Agency, and the National Institute of Standards and Technology, to establish baseline cybersecurity standards, authorize states to conduct cybersecurity assessments and assume primary enforcement responsibility, and extend federal cyber incident reporting requirements to previously exempt state and locally owned water systems. Additionally, the bill authorizes \$300 million in funding annually through FY32 for cybersecurity assistance to water utilities.

FEDERAL AGENCY ACTIONS AND PERSONNEL CHANGES

EPA Releases Implementation Guidance on Lead Pipe Replacement Requirements. On August 21, EPA released [two guidance documents](#) to assist states and drinking water systems in implementing the 2024 Lead and Copper Rule Improvements. The guidance provides plain-language explanations, definitions, and examples to support lead service line identification and replacement and reflects public comments received earlier this year. EPA also updated its online lead resources, launched a webpage focused on lead and children's health, and continues to provide technical assistance through its Real Water Technical Assistance program. Separately, EPA announced nearly \$3 billion in funding this year to support lead service line identification and replacement.

EPA Releases Protocol for Fluoride Health Toxicity Assessment. On August 3, EPA released its [Protocol for Developing the Fluoride Human Health Toxicity Assessment](#), an expanded roadmap for evaluating potential health risks of fluoride under the *Safe Drinking Water Act*. EPA plans to develop a toxicity assessment identifying fluoride exposure levels that can be tolerated without harmful health effects, which will be published for public comment once complete. The findings will inform potential revisions to EPA's fluoride drinking water standards and CDC recommendations on fluoride levels. EPA currently regulates fluoride at a Maximum Contaminant Level (MCL) of 4 ppm and a non-enforceable secondary MCL of 2 ppm, while HHS recommends a concentration of 0.7 ppm for community water systems. The Protocol follows the 2024 federal court ruling in *Food & Water Watch, Inc. v. EPA*, which found that fluoride in drinking water poses an unreasonable risk to children.

EPA Releases Systemic Issues Checklist for State Drinking Water Agencies. On August 13, EPA released a [voluntary guidance document](#) for state drinking water agencies to identify, track, and resolve "systemic issues" at public water systems, such as source water nearing capacity, malfunctioning treatment equipment, or frequent water main breaks that could disrupt water service if unaddressed.

EPA Announces Local Government Advisory Committee Relaunch. On August 12, EPA announced the [relaunch](#) of the Local Government Advisory Committee (LGAC), a 22-member advisory group of state and local officials chartered under the *Federal Advisory Committee Act* in 1993 to provide independent policy advice to the EPA Administrator. LGAC's membership includes 13 newly appointed members and 9 reappointments. The LGAC will discuss

challenges local governments face in siting and developing AI infrastructure and data centers, with a virtual public meeting in September.

##



Mission Springs Water District Sacramento Update

August 2026

The Legislature returned to Sacramento on August 3 after their month-long summer recess. The Governor and Legislature spent the month of August passing legislation, negotiating the remaining budget items along with the Governor's last-minute wildfire liability proposal. The Governor's wildfire proposal was the most controversial item during the last month of session, receiving a lot of opposition including local governments, special districts, insurance companies, consumer groups, and wildfire survivors.

Tumultuous End of Session

August 31 at midnight was the Constitutional Deadline for all bills to pass the Legislature and be sent to the Governor. Unfortunately, the Legislative Leaders and the Governor were unable to reach agreement on the final budget bill, details below, and a wildfire package until very late. Therefore, in order to comply with the requirement that all bills be in print for 72-hours prior to a final vote, the Legislature placed urgency clauses into the budget bill, [AB 113](#), and the wildfire bill, [SB 492](#). The urgency clause allowed for the Legislature to be in session after the August 31 deadline and dispense with these items.

However, even though there was an agreement between the Governor, Senate pro Tem and Assembly Speaker on the wildfire bill, the Assembly Speaker did not allow for the bill to come up for a vote on September 1, resulting in the bills failure. This is the first time in my 22 years that I have seen an agreement between the leaders fail to pass. Given the Governor's commitment to this issue there are now rumors swirling around Sacramento about the Governor calling a special session to address it.

All other business was completed by the Legislature by midnight on Monday, August 31. However, the Legislature came back on Tuesday morning and voted on the budget bill before adjourning for the year. The Legislature will return to Sacramento to convene the 2027-28 Legislative Session on Monday, December 7.

The Governor now has until September 30 to sign or veto all bills sent to him prior to adjournment.

MSWD Position Bills

All bills that Mission Springs was opposed to during the legislative session failed and three bills that Mission Springs support are now on the Governor's desk awaiting his action – AB 2180 (Ward), AB 2739 (Soria) and SB 1125 (Menjivar).

State Budget

On Friday, August 28 and the early morning hours of Saturday, August 29, the Legislature put into print the August budget bills and trailer bills. The budget bill junior, [AB 113](#), making changes to the budget the Legislature passed, and the Governor signed in June was sent to the Governor on Tuesday, September 1 given the urgency clause mentioned previously. Additionally, the August budget deal included allocations for Proposition 4 and the Greenhouse Gas Reduction Fund (GGRF) which were not dealt with in June.

Here is a high-level summary of the \$2.66 billion Proposition 4 allocation:

Climate Bond Section	August Budget Agreement
Safe Drinking Water, Drought, Flood, & Water Resilience	\$1,051,444
Wildfire & Forest Resilience	\$329,536
Coastal Resilience	\$204,173
Extreme Heat Mitigation	\$245,934
Biodiversity & Nature-Based Climate Solutions	\$288,371
Climate Smart Agriculture	\$103,591
Park Creation & Outdoor Access	\$103,829
Clean Air & Energy	\$335,560
Total	\$2,662,438

Additional specifics for the Safe Drinking Water, Drought, Flood, & Water Resilience Chapter are listed below:

- \$100 million for the Safe and Affordable Funding for Equity and Resilience (SAFER).
- \$12.4 million for Tribal Water Infrastructure

- \$64 million for the Multibenefit Land Repurposing Program for groundwater sustainability projects at the Department of Conservation.
- \$68 million for regional conveyance projects or repairs to existing conveyance, of which \$30 million is to address subsidence for State Water Project canals.
- \$75 million for flood management projects in the Sacramento-San Joaquin Delta, of which \$30 million is set aside for Delta levee repairs of the State Water Project.
- \$146.1 million for State Plan of Flood Control projects.
- \$23 million to the California Natural Resources Agency for wildlife refuges and wetland habitat areas.
- \$8 million for local grants to small farmer assistance to comply with the Sustainable Groundwater Management Act.

Additionally, the August budget agreement allocated \$921 million in Greenhouse Gas Reduction Fund (GGRF) dollars. The one water related allocation was the Safe and Affordable Drinking Water (SAFER) Program. The Governor's budget proposal did not include any allocation of GGRF money to the SAFER Program but after lobbying from the water community and pushback from the Legislature the final budget included \$71 million from GGRF in addition to the \$100 million from Proposition 4, listed above.

APPENDIX C – Public Affairs Information



Water Matters - August 2026



Item 28.

Because water conservation matters
THEN, NOW, ALWAYS.

mswd.org/rebates

Upgrade With Purpose. Save With Rebates.

There are daily affirmations... and then there are water-saving affirmations.

Imagine starting your day with a reminder that every smart upgrade you make can help conserve water and save money. Whether it's replacing thirsty turf with a water-wise landscape, installing a smart irrigation controller, or changing outdated toilets or a clothes washing machine, small changes at home can make a lasting impact on our community's water future.

Turn good intentions into action with MSWD's water-saving rebates. Your home and your wallet will thank you. Learn more about available rebates and requirements at mswd.org/rebates



August is National Water Quality Month

Clean, safe drinking water is something we rely on every day, but how often do we stop to think about what goes into keeping it that way?

This month is a great time to learn more about where our water comes from, how it's monitored, and what we can all do to help protect this important resource. Because our drinking water comes from limited natural sources, protecting those supplies is a shared responsibility.

At MSWD, our team works year-round to monitor and test your water to ensure it meets or exceeds state and federal drinking water standards. We also believe you should know what's in your water and how it's being protected.

Check out MSWD's 2025 Annual Water Quality Report, also known as a Consumer Confidence Report (CCR). The report provides information about your water source, testing results, and the many steps taken to deliver safe, reliable water to your tap. Available in English and Spanish at mswd.org/ccr.

Want to learn even more about MSWD and your water? Keep an eye out for our Water 101 seminar series this October and public infrastructure tours in March 2027. These opportunities offer a behind-the-scenes look at how your rates support our water system and what goes into delivering safe, reliable water to our community.

Back to School 2027 MSWD Calendar Contest

It's back to school season, and this means it's time for the annual MSWD calendar contest! Students are invited to show off their creativity and water smarts by entering MSWD's Water Conservation & Groundwater Protection Calendar Drawing Contest. The contest is open to all K-12 students that live within the MSWD service area. Twelve winning entries will be showcased in our 2026 community calendar, with prizes of up to \$150 in Amazon gift cards awarded to the winners. The deadline to enter is October 1, 2026.

How to Enter Draw or paint an original picture depicting one of the six themes:

- Water conservation
- Properly dispose of fats, oils and grease (FOG)
- Clean cars at a car wash
- Protect drinking water quality
- Don't flush wipes
- Use of water-efficient desert landscaping

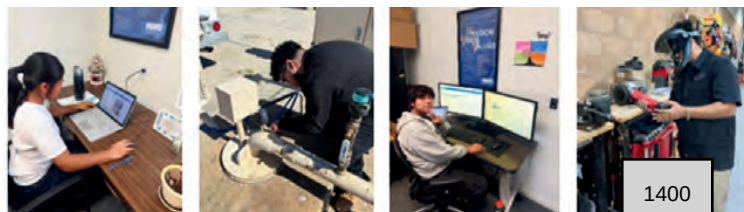


To download an application and learn more about the contest, please visit mswd.org/calendarcontest or call 760.329.6448 ext.120.

Send entries and a completed application forms to: Mission Springs Water District 66575 Second Street, Desert Hot Springs or drop submissions off in our lobby with customer service.

DHSHS REAL Academy Summer Interns

We are continuing to grow our own through our successful partnership with the High School REAL Academy program. While at MSWD the interns gain hands-on experience in various departments, this summer session the departments that hosted an intern were Wastewater, Water Production/Field Customer Service, Information and Technology (IT), and Public Affairs.



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MSWD

Mission Springs Water District

Porque la conservación del agua es importante
ANTES, HOY, SIEMPRE.

mswd.org/rebates

Water Matters - Agosto 2026

Mejora con Propósito. Ahorra con Reembolsos.

Hay afirmaciones diarias... y luego están las afirmaciones para ahorrar agua.

Imagina comenzar tu día con un recordatorio de que cada actualización inteligente que haces en tu hogar puede ayudar a conservar agua y ahorrar dinero. Ya sea reemplazando césped de alto consumo de agua por un jardín que requiere menos agua, instalando un controlador de riego inteligente o cambiando inodoros o una lavadora de ropa anticuados, los pequeños cambios en el hogar pueden generar un impacto duradero en el futuro del agua de nuestra comunidad.

Convierte las buenas intenciones en acciones con los reembolsos para ahorrar agua de MSWD. ¡Tu hogar y tu bolsillo te lo agradecerán! Conoce más sobre los reembolsos disponibles y los requisitos en mswd.org/rebates.

Agosto es el Mes Nacional de la Calidad del Agua

El agua potable limpia y segura es algo en lo que confiamos todos los días, pero ¿con qué frecuencia nos detenemos a pensar en todo lo que se necesita para mantenerla así?

Este mes es una excelente oportunidad para aprender más sobre de dónde proviene nuestra agua, cómo se monitorea y qué podemos hacer todos para ayudar a proteger este recurso tan importante. Debido a que nuestra agua potable proviene de fuentes naturales limitadas, proteger estos suministros es una responsabilidad que compartimos.

En MSWD, nuestro equipo trabaja durante todo el año para monitorear, analizar y tratar el agua, asegurándose de que cumpla o supere los estándares estatales y federales de agua potable. También creemos que usted debe saber qué contiene su agua y cómo se protege.

Consulte el Informe Anual de Calidad del Agua 2025 de MSWD, también conocido como Informe de Confianza del Consumidor (CCR). El informe proporciona información sobre el origen de su agua, los resultados de las pruebas y las numerosas medidas que se toman para llevar agua segura y confiable hasta su hogar. Está disponible en inglés y español en mswd.org/ccr.

¿Quiere aprender más sobre MSWD y el agua que recibe? ¡Esté atento a nuestra serie de seminarios Water 101 este Octubre y a nuestros recorridos públicos de infraestructura en Marzo de 2027! Estas oportunidades ofrecen una mirada detrás de escena a cómo sus tarifas apoyan nuestro sistema de agua y todo lo que se necesita para brindar agua segura y confiable a nuestra comunidad.

Concurso del Calendario 2027 de MSWD: ¡De Regreso a Clases!

¡Es temporada de regreso a clases y eso significa que ya llegó el momento del Concurso Anual del Calendario de MSWD! Se invita a los estudiantes a demostrar su creatividad y sus conocimientos sobre el agua participando en el Concurso de Dibujos del Calendario de MSWD sobre Conservación del Agua y Protección de las Aguas Subterráneas. El concurso está abierto a todos los estudiantes de K-12 que vivan dentro del área de servicio de MSWD. Las 12 obras ganadoras aparecerán en nuestro Calendario Comunitario 2027, y los ganadores recibirán premios de hasta \$150 en tarjetas de regalo de Amazon. La fecha límite para participar es el 1 de Octubre de 2026.

Cómo participar

Dibuja o pinta una imagen original que represente uno de los seis temas:

- Conservación del agua
- Desechar correctamente las grasas, aceites y residuos de cocina (FOG)
- Lava tu auto en un autolavado
- Protege la calidad del agua potable
- No tires toallitas húmedas al inodoro
- Uso de jardines desérticos que ahorran agua



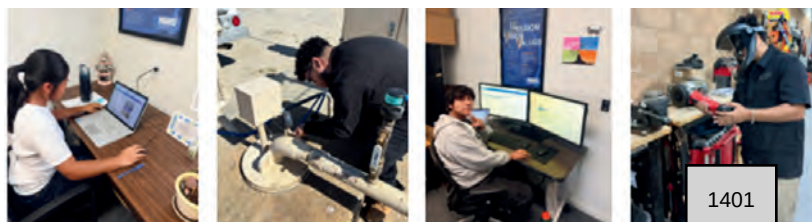
Para descargar una solicitud y obtener más información sobre el concurso, visita mswd.org/calendarcontest o llama al 760.329.6448, ext. 120.

Envía tu dibujo junto con el formulario de solicitud completo a:

Mission Springs Water District 66575 Second Street Desert Hot Springs, CA También puedes entregar tu participación en la oficina de MSWD con el personal de Servicio al Cliente.

Estudiantes en Prácticas de Verano de DHSHS REAL Academy

Continuamos formando talento local a través de nuestra exitosa colaboración con el programa High School REAL Academy. Durante su tiempo en MSWD, los estudiantes en prácticas adquieren experiencia práctica en diversos departamentos. En esta sesión de verano, los departamentos que recibieron a un estudiante en prácticas fueron Aguas Residuales, Producción de Agua/Servicio al Cliente de Campo, Tecnología de la Información (IT) y Asuntos Públicos.



1401

Síguenos y dale like en redes sociales



SoCalGas Mission Springs LivingWise®

PROGRAM SUMMARY REPORT

2025-2026

SUBMITTED BY:



SoCalGas Mission Springs LivingWise®

PROGRAM SUMMARY REPORT

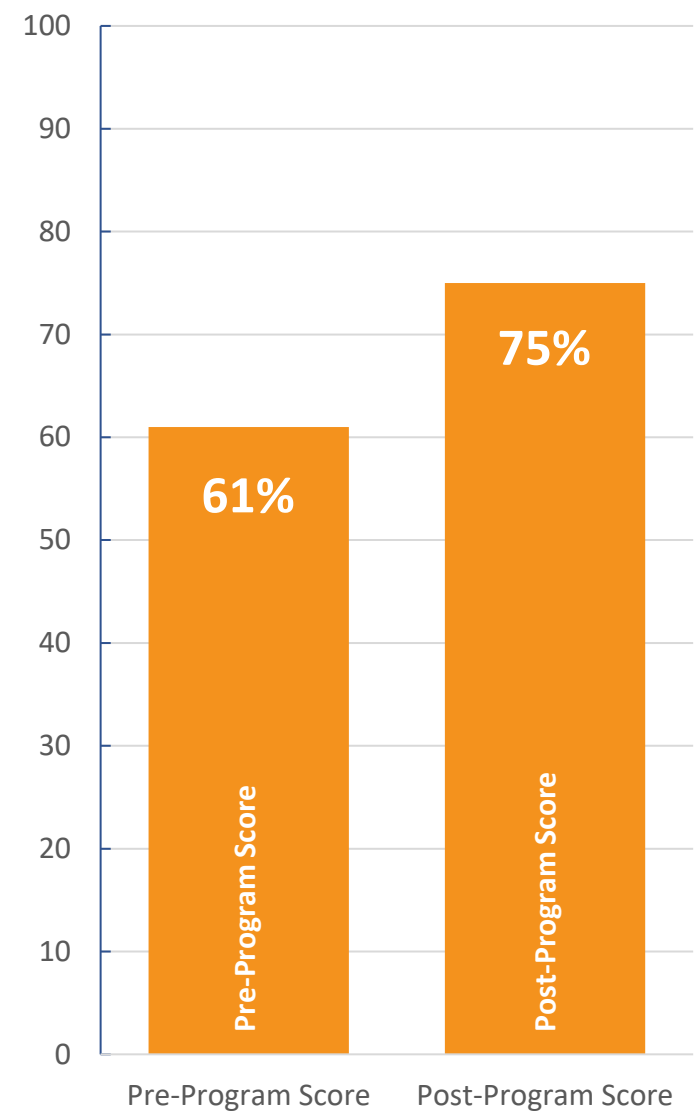
2025-2026

MADE POSSIBLE BY:



AM Conservation is pleased to present this Program Summary Report to the Mission Springs Water District, which summarizes the 2025-2026 SoCalGas Mission Springs LivingWise® Program. The program was implemented in the SoCalGas service area in the state of California by 211 teachers, students, and their families.

The following pages provide an overview of the program and materials, outline of program implementation, introduction to the program team, description of program enhancements, impact of the program, and summary of results from the home activities. In addition to this information, evaluations, letters, and comments are provided for a glimpse into actual participant feedback. Lastly, projected savings from the individual measures found within the LivingWise Kit are also included. ➤

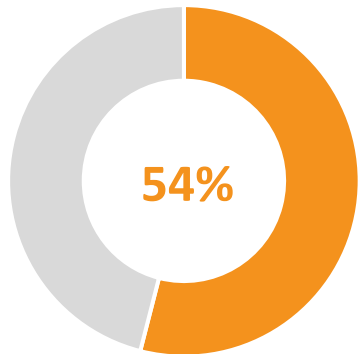


Knowledge Gained

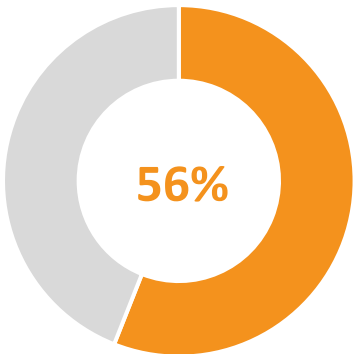
Identical tests were administered to the students prior to the program and again upon program completion to measure knowledge gained. Scores and subject knowledge improved from 61% to 75%.

Data Obtained

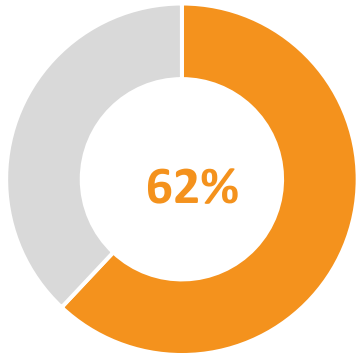
Home surveys were taken by students and their families, which collected household demographic and consumption data along with program participation information.



Students who reported that their family homes were owned.



Students who reported that their water was heated by gas.



Students who reported that their home has a dishwasher.

Energy and Water Savings Results

In addition to educating students and their parents, a primary program goal is to generate cost-effective energy and water savings. Student home surveys not only provided the data used in the savings projections, but also reinforced the learning benefits.

Projected Resource Savings

PROJECTED ANNUAL SAVINGS	
1,295,773	gallons of water saved
57,872	kWh of electricity saved
3,710	therms of gas saved
1,295,773	gallons of wastewater saved

PROJECTED LIFETIME SAVINGS	
13,238,736	gallons of water saved
578,718	kWh of electricity saved
37,104	therms of gas saved
13,238,736	gallons of wastewater saved

PROJECTED ANNUAL SAVINGS PER HOME	
10,954	gallons of water saved
490	kWh of electricity saved
31	therms of gas saved
10,954	gallons of wastewater saved

PROJECTED LIFETIME SAVINGS PER HOME	
111,903	gallons of water saved
4,901	kWh of electricity saved
314	therms of gas saved
111,903	gallons of wastewater saved

The SoCalGas Mission Springs LivingWise® Program, a school-based energy efficiency education program, is designed to generate immediate and long-term resource savings by bringing interactive, real-world education home to students and their families. The 2025-2026 program was taught in 6th grade throughout the Mission Springs area.

The SoCalGas Mission Springs LivingWise® Program team identifies and enrolls students and teachers within the designated service area. The program physically begins with classroom discussions using a Student Guide that provides the foundations of using energy and water efficiently. It is followed by hands-on, creative, problem-solving activities led by the classroom teacher.

All program materials support state and national academic standards to allow the program to fit easily into a teacher's existing curriculum and requirements. The participating classroom teachers follow the Teacher Book and lesson plan. Information is given to guide lessons throughout the program in order to satisfy each student's individual needs, whether they are visual, auditory, or kinesthetic learners.

The LivingWise Kit and Student Take-Home Workbook comprise the take-home portion of the program. Students receive a kit containing high-efficiency measures they use to install within their homes. With the help of their parents/guardians, students install the kit measures and complete a home survey. The act of installing and monitoring new energy efficiency devices in their homes allows students to put their learning into practice. Here, participants and their parents/guardians realize actual water and energy savings within their home, benefitting two generations.

A critical element of AM Conservation program design is the use of new knowledge through reporting. At the end of the program, the AM Conservation program team tabulates all participant responses—including home survey information, teacher responses, student letters, and parent feedback—and generates this Program Summary Report.

“For more than 30 years, AM Conservation has designed and implemented Measure-Based Education® programs. The programs inspire change in household energy and water use habits while delivering significant and measurable resource savings.”

Each participant in the SoCalGas Mission Springs LivingWise® Program receives classroom materials and energy efficiency kits containing high-efficiency measures to perform the program’s take-home activities. In Spring 2026 we upgraded the kit by introducing the Thermostatic shower Valve to the kit. The new kit is referred to as kit 2 in this report. Program materials for students, parents/guardians, and teachers are outlined below. Program materials for students, parents/guardians, and teachers are outlined below.

Each Student & Teacher Receives

Student Guide
Student Take-Home Workbook
Parent Letter/Pledge Form*
Student Survey Form
Certificate of Achievement
Seeded Bookmark
Program Website Access:
Getwise.org Toll-Free HELP
Line

LivingWise Kit Containing:

- Two High-Efficiency Showerheads
- Two Bathroom Faucet Aerators
- Thermostatic Shower Valve (TSV) *
- Kitchen Faucet Aerator
- Digital Thermometer
- FilterTone® Alarm
- Rain Drip Gauge
- Flow Rate Test Bag
- Natural Resource Fact Chart
- Toilet Leak Detector Tablets
- Mini Tape Measure
- Parent/Guardian Program Evaluation
- Illustrated Installation Guide

Each Teacher/Classroom Receives

Teacher Book
Step-by-Step Program Checklist
Lesson Plans
California State and National Academic Standards Chart
Teacher Survey Form
Pre/Post Student Survey Answer Keys
Electricity, Water, and Natural Gas Posters
Self-Addressed Postage-Paid Envelope

* Included in kit 2 Only

Custom Branding

In addition to increasing resource awareness and efficiency, the program has been designed to strengthen bonds between the Mission Springs area and the community. One of the steps taken to ensure the greatest possible exposure is to feature the SoCalGas logo throughout each LivingWise Kit. In addition to the kit, the Teacher Survey Form, and Parent Letter/Pledge Form also feature SoCalGas branding.



Program Materials



Student Guide



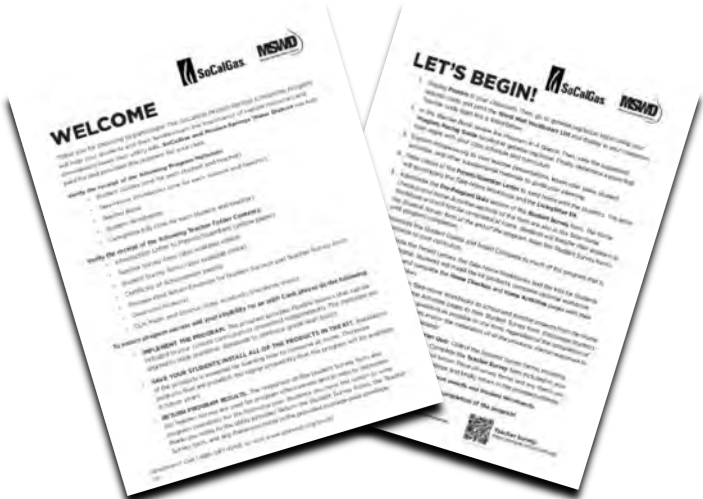
Student Take-Home Workbook



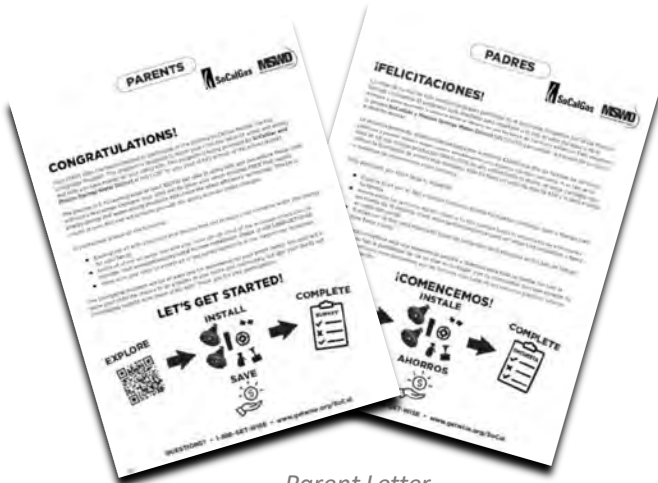
Teacher Book



Kit Bag



Teacher Welcome Form



Parent Letter



Certificate of Achievement



Kit Label

The 2025-2026 SoCalGas Mission Springs LivingWise® Program followed this comprehensive implementation schedule:

1. Identification of California state and national academic standards & benchmarks
2. Curriculum development and refinement (completed annually)
3. Curriculum correlation to California state academic standards & benchmarks
4. Materials modification to incorporate SoCalGas branding
5. Incentive program development
6. Teacher/school identification—with the Mission Springs Water District approval
7. Teacher outreach and program introduction
8. Teachers enrolled in the program individually
9. Implementation dates scheduled with teachers
10. Program material delivered to coincide with desired implementation date
11. Delivery confirmation
12. Periodic contact to ensure implementation and teacher satisfaction
13. Program completion incentive offered
14. Results collection
15. Program completion incentive delivered to qualifying teachers
16. Thank you cards sent to participating teachers
17. Data analysis
18. Program Summary Report generated and distributed

Participating teachers are free to implement the program to coincide with their lesson plans and class schedules. The participant list within this document provides a comprehensive list of classrooms in grade 6 that participated during the 2025-2026 school year.

Program Team

AM Conservation has been in the business of designing and implementing energy and water efficiency programs for nearly three decades. Throughout this time, we've built an expert team of industry professionals that deliver a seamless program to achieve your goals.

We designed the SoCalGas Mission Springs LivingWise® Program in our program center from the ground up. Working in conjunction with SoCalGas and Mission Springs, we identified goals, desired outcomes of the program, and specific materials' customization. The result is a stimulating program that delivers significant and measurable resource savings. The SoCalGas Mission Springs LivingWise® Program features a proven blend of innovative education, comprehensive implementation services, and hands-on activities to put efficiency knowledge to work in homes throughout the SoCalGas service territory.

The SoCalGas Mission Springs LivingWise® Program is a reflection of true teamwork. On behalf of the entire implementation team at AM Conservation, we would like to thank you for the opportunity to design and implement the SoCalGas Mission Springs LivingWise® Program. It has been a pleasure working with you. We look forward to many more years of program success.

Sincerely,



Chase Griswold
Program Manager, PMP



Samantha Delgado
Program Manager

Program Team

The success of the SoCalGas Mission Springs LivingWise® Program is owed to our cross-functional implementation team chosen specifically to meet the goals of the program. Our team incorporates both a PMP® certified Program Manager and a CEM® designated energy analyst to ensure the program hits key milestones and delivers results. These thought leaders are supported by an integral mix of specialists working in unity to accomplish your program objectives. The SoCalGas Mission Springs LivingWise® Program implementation team consisted of the following:

Outreach

Our outreach team is the face of the SoCalGas Mission Springs LivingWise® Program, introducing teachers to the program, and providing support throughout implementation to guarantee the program's success in the classroom. This group builds relationships and keeps teachers engaged in program execution year after year.

Graphic Design and Marketing

Expertly-designed kits and program materials are a result of our Graphic Design and Marketing teams. This group provides brand alignment and marketing strategies to ensure program branding is within guidelines. Additionally, this team facilitates copy and art direction and works with education to develop end-user activities.

Education

Led by a Ph.D. educator having both classroom and administration leadership experience, this team is responsible for the development of educational content as well as classroom energy literacy and engagement. The group also ensures the program's content is aligned with California state expectations in science, math, and language as well as the rigorous expectations of STEM (Science, Technology, Engineering, and Math).

Information Technology

We leave IT strategy and cyber security in the hands of our experts. This team built and manages the integrated systems responsible for seamlessly blending operations, driving automation, and maximizing participation in the SoCalGas Mission Springs LivingWise® Program. This group provides the managed data services and software in support of outreach, enrollment, order processing, fulfillment, data collection and reporting.

Warehouse and Logistics

Last but not least, our warehouse and logistics teams guarantee SoCalGas Mission Springs LivingWise® program materials reach the classroom on-time and without errors. This group provides printing, purchasing, production, quality assurance & control, warehousing and shipping for all program materials. Additionally, this team ensures that all materials are consistent with orders and confirms delivery.

Program Impact

“AM Conservation utilizes an extensive network of educators for program feedback. This feedback ensures that educational components meet the changing needs of educators, keep information relevant to students, and provide increased energy literacy for program participants.”

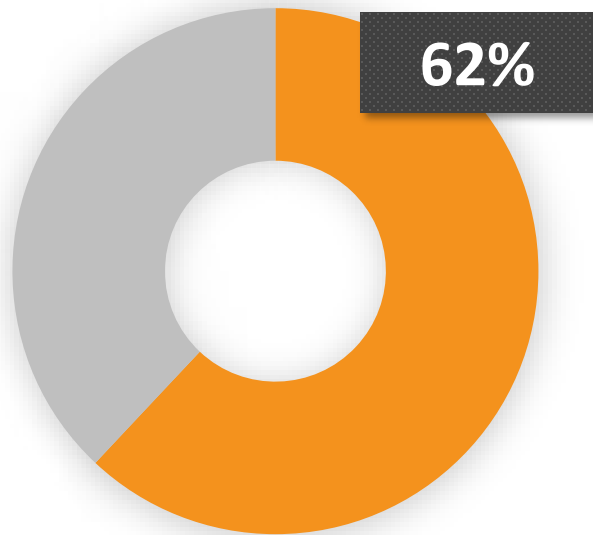
The SoCalGas Mission Springs LivingWise® Program has had a significant impact within the community. As illustrated on the next pages, the program successfully educated participants about energy and water efficiency while generating resource savings through the installation of efficiency measures in homes. Home survey information was collected to track projected savings and provide household consumption and demographic data. Program evaluations and comments were collected from teachers, students, and parents.

Home Survey

Upon completion of the program, participating families are asked to complete a home survey to assess their resource use, verify product installation, provide demographic information, and measure participation rates. A few samples of questions asked are below while a complete summary of all responses is included in the appendices.

Does your home have a programmable thermostat?

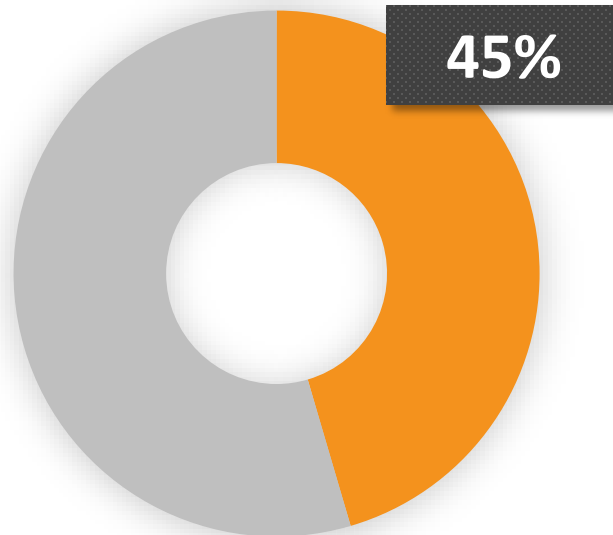
Yes 62%, No 38%



■ Students who indicated their home has a programmable thermostat.

Did your family change the way they use water?

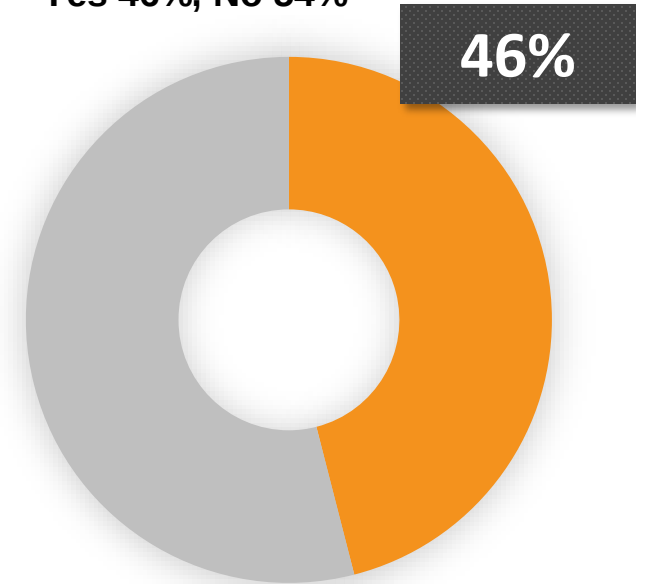
Yes 45%, No 54%



■ Students who indicated their family changed the way they use water.

Did your family change the way they use energy?

Yes 46%, No 54%

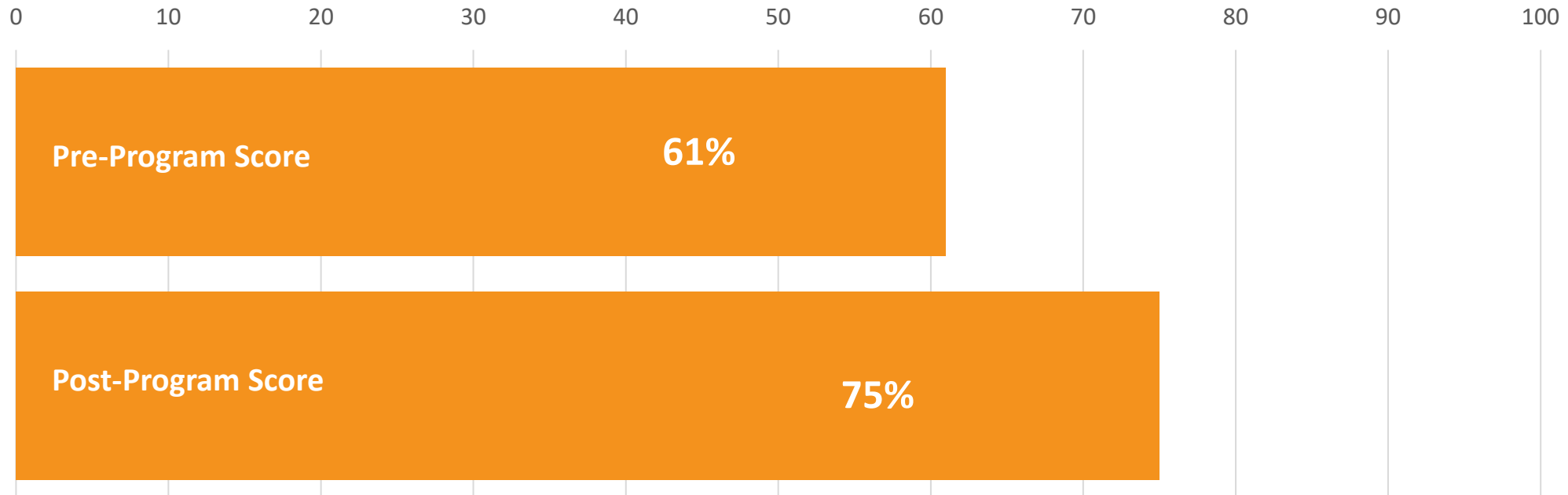


■ Students who indicated their family changed the way they use energy.

Pre-Program and Post-Program Tests

Students were asked to complete a 10-question test before the program was introduced and then again after it was completed to determine the knowledge gained through the program. The average student answered 6.1 questions correctly prior to being involved in the program and then improved to answer 7.5 questions correctly following participation.

Scores improved from 61% to 75%.



Home Activities

As part of the program, parents and students installed resource efficiency measures in their homes. They also measured the pre-existing devices to calculate savings that they generated. Using the family habits collected from the home survey as the basis for this calculation, 211 households are expected to save the following resource totals. Savings from these actions and new behaviors will continue for many years to come.

Projected Resource Savings

Number of Participants:	211		
	Annual	Lifetime	
Projected reduction from First Showerhead retrofit:	278,465	3,731,435	gallons
Product Life: 10 years	16,100	160,998	kWh
	1,025	10,245	therms
Projected reduction from Second Showerhead retrofit (Kit 1 Only):	194,403	1,944,035	gallons
Product Life: 10 years	11,240	112,396	kWh
	715	7,152	therms
Projected reduction from Kitchen Faucet Aerator retrofit:	209,194	2,091,939	gallons
Product Life: 10 years	8,736	87,365	kWh
	569	5,692	therms
Projected reduction from First Bathroom Faucet Aerator retrofit:	276,676	2,766,764	gallons
Product Life: 10 years	11,555	115,547	kWh
	753	7,529	therms
Projected reduction from Second Bathroom Faucet Aerator retrofit:	199,207	1,992,070	gallons
Product Life: 10 years	8,319	83,194	kWh
	542	5,421	therms
Projected reduction from FilterTone® installation:	1,640	16,400	kWh
Product Life: 10 years	92	922	therms
Projected reduction from the Toilet Leak repair:	133,155	665,773	gallons
Estimated Useful Life (EUL): 5 years			
Projected Reduction from TSV Retrofit (Kit 2 Only)	4,672.03	46,720.34	gallons
Product Life: 10 years	281.80	2,818.04	kWh
	14.1426	141.426	therms
TOTAL PROGRAM SAVINGS:	1,295,773	13,238,736	gallons
	57,872	578,718	kWh
	3,710	37,104	therms
TOTAL PROGRAM SAVINGS PER HOUSEHOLD:	10,954	111,903	gallons
	490	4,901	kWh
	31	314	therms

First Showerhead Retrofit

First Showerhead retrofit inputs and assumptions:

Average household size:	4.79	people ¹
		full bathrooms
Average number of full bathrooms per home:	1.46	per home ¹
% of water heated by gas:	56.00%	1
% of water heated by electricity:	44.00%	1
Installation / participation rate of:	28.00%	1
Average Showerhead has a flow rate of:	2.00	gallons per minute ¹
Retrofit Showerhead has flow rate of:	1.04	gallons per minute ¹
Number of participants:	211	1
Shower duration:	8.20	minutes per day ²
Showers per day per person:	0.67	showers per day ²
Product life:	10.00	years ³

Projected Water Savings:

Showerhead retrofit projects an annual reduction of:	278,465	gallons ⁴
Showerhead retrofit projects a lifetime reduction of:	3,731,435	gallons ⁵

Projected Electricity Savings:

Showerhead retrofit projects an annual reduction of:	16,100	kWh ^{2,6}
Showerhead retrofit projects a lifetime reduction of:	160,998	kWh ^{2,7}

Projected Natural Gas Savings:

Showerhead retrofit projects an annual reduction of:	1,025	therms ^{2,8}
Showerhead retrofit projects a lifetime reduction of:	10,245	therms ^{2,9}

¹ Data Reported by Program Participants.

² (March 4, 2010). EPA WaterSense® Specification for Showerheads Supporting Statement. Retrieved from http://www.epa.gov/WaterSense/docs/showerheads_finalsupstat508.pdf

³ Provided by manufacturer.

⁴ [(Average Household Size x Shower Duration x Showers per Day per Person) ÷ Average Number of Full Bathrooms per Home] x (Average Showerhead Flow Rate - Retrofit Showerhead Flow Rate) x Number of Participants x Installation Rate x 365 days

⁵ [(Average Household Size x Shower Duration x Showers per Day per Person) ÷ Average Number of Full Bathrooms per Home] x (Average Showerhead Flow Rate - Retrofit Showerhead Flow Rate) x Number of Participants x Installation Rate x 365 days x Product Life

⁶ Projected Annual Water Savings x Percent of Water that is Hot Water x 0.18 kWh/gal x % of Water Heated by Electricity

⁷ Projected Annual Water Savings x Percent of Water that is Hot Water x 0.18 kWh/gal x % of Water Heated by Electricity x Product Life

⁸ Projected Annual Water Savings x Percent of Water that is Hot Water x 0.009 Therms/gal x % of Water Heated by Natural Gas

⁹ Projected Annual Water Savings x Percent of Water that is Hot Water x 0.009 Therms/gal x % of Water Heated by Natural Gas x Product Life

Second Showerhead Retrofit

Second Showerhead (only in kit 1) retrofit inputs and assumptions:

Average household size:	4.79	people ¹
		full bathrooms
Average number of full bathrooms per home:	1.46	per home ¹
% of water heated by gas:	56%	1
% of water heated by electricity:	44%	1
Installation / participation rate of:	27.00%	1
Average Showerhead has a flow rate of:	2.00	gallons per minute ¹
Retrofit Showerhead has flow rate of:	1.04	gallons per minute ¹
Number of participants:	114	1
Shower duration:	8.20	minutes per day ²
Showers per day per person:	0.67	showers per day ²
Product life:	10.00	years ³

Projected Water Savings:

Showerhead retrofit projects an annual reduction of:	194,403	gallons ⁴
Showerhead retrofit projects a lifetime reduction of:	1,944,035	gallons ⁵

Projected Electricity Savings:

Showerhead retrofit projects an annual reduction of:	11,240	kWh ^{2,6}
Showerhead retrofit projects a lifetime reduction of:	112,396	kWh ^{2,7}

Projected Natural Gas Savings:

Showerhead retrofit projects an annual reduction of:	715	therms ^{2,8}
Showerhead retrofit projects a lifetime reduction of:	7,152	therms ^{2,9}

¹ Data Reported by Program Participants.

² (March 4, 2010). EPA WaterSense® Specification for Showerheads Supporting Statement. Retrieved from http://www.epa.gov/WaterSense/docs/showerheads_finalsupstat508.pdf

³ Provided by manufacturer.

⁴ [(Average Household Size x Shower Duration x Showers per Day per Person) ÷ Average Number of Full Bathrooms per Home] x (Average Showerhead Flow Rate - Retrofit Showerhead Flow Rate) x Number of Participants x Installation Rate x 365 days

⁵ [(Average Household Size x Shower Duration x Showers per Day per Person) ÷ Average Number of Full Bathrooms per Home] x (Average Showerhead Flow Rate - Retrofit Showerhead Flow Rate) x Number of Participants x Installation Rate x 365 days x Product Life

⁶ Projected Annual Water Savings x Percent of Water that is Hot Water x 0.18 kWh/gal x % of Water Heated by Electricity

⁷ Projected Annual Water Savings x Percent of Water that is Hot Water x 0.18 kWh/gal x % of Water Heated by Electricity x Product Life

⁸ Projected Annual Water Savings x Percent of Water that is Hot Water x 0.009 Therms/gal x % of Water Heated by Natural Gas

⁹ Projected Annual Water Savings x Percent of Water that is Hot Water x 0.009 Therms/gal x % of Water Heated by Natural Gas x Product Life

First Bathroom Faucet Aerator Retrofit

Bathroom Faucet Aerator retrofit inputs and assumptions:

Average household size:	4.79	people ¹
% of water heated by gas:	56.00%	1
% of water heated by electricity:	44.00%	1
Installation / participation rate of:	25.00%	1
Number of participants:	211	1
Average Bathroom Faucet Aerator has a flow rate of:	2.50	gallons per minute ²
Retrofit Bathroom Faucet Aerator has flow rate of:	0.50	gallons per minute ³
Product life:	10.00	years ³
Length of use (per family member):	1.50	minutes per day ⁴

Projected Water Savings:

Bathroom Faucet Aerator retrofit projects an annual reduction of:	276,676	gallons ⁵
Bathroom Faucet Aerator retrofit projects a lifetime reduction of:	2,766,764	gallons ⁶

Projected Electricity Savings:

Bathroom Faucet Aerator retrofit projects an annual reduction of:	11,555	kWh ^{4,7}
Bathroom Faucet Aerator retrofit projects a lifetime reduction of:	115,547	kWh ^{4,8}

Projected Natural Gas Savings:

Bathroom Faucet Aerator retrofit projects an annual reduction of:	753	therms ^{4,9}
Bathroom Faucet Aerator retrofit projects a lifetime reduction of:	7,529	therms ^{4,10}

¹ Data Reported by Program Participants.
² Vickers, Amy (2002). *Water Use and Conservation*. Amherst, MA: WaterPlow Press.
³ Provided by manufacturer.
⁴ Quantec, LLC. (2008). *Impact of Flipping the Switch: Evaluating the Effectiveness of Low Income Residential Energy Education Programs*. Portland: Drakos, Jamie et al.
⁵ [Length of use (each family member) x Average household size] x [Average Bathroom Aerator flow rate – Retrofit Bathroom Aerator flow rate] x Number of participants x Installation rate x 365 days
⁶ [Length of use (each family member) x Average household size] x [Average Bathroom Aerator flow rate – Retrofit Bathroom Aerator flow rate] x Number of participants x Installation rate x 365 days x Product Life
⁷ Projected Annual Water Savings x [(8.33lbs. / gallon x 35°FΔT) ÷ (3413 x water heater efficiency (0.90))] x % of Water Heated by Electricity
⁸ Projected Lifetime Water Savings x [(8.33lbs. / gallon x 35°FΔT) ÷ (3413 x water heater efficiency (0.90))] x % of Water Heated by Electricity
⁹ Projected Annual Water Savings x [(8.33lbs. / gallon x 35°FΔT) ÷ (100,000 x water heater efficiency (0.60))] x % of Water Heated by Natural Gas
¹⁰ Projected Lifetime Water Savings x [(8.33lbs. / gallon x 35°FΔT) ÷ (100,000 x water heater efficiency (0.60))] x % of Water Heated by Natural Gas

Second Bathroom Faucet Aerator Retrofit

Bathroom Faucet Aerator retrofit inputs and assumptions:

Average household size:	4.79	people ¹
% of water heated by gas:	56.00%	1
% of water heated by electricity:	44.00%	1
Installation / participation rate of:	18.00%	1
Number of participants:	211	1
Average Bathroom Faucet Aerator has a flow rate of:	2.50	gallons per minute ²
Retrofit Bathroom Faucet Aerator has flow rate of:	0.50	gallons per minute ³
Product life:	10.00	years ³
Length of use (per family member):	1.50	minutes per day ⁴

Projected Water Savings:

Bathroom Faucet Aerator retrofit projects an annual reduction of:	199,207	gallons ⁵
Bathroom Faucet Aerator retrofit projects a lifetime reduction of:	1,992,070	gallons ⁶

Projected Electricity Savings:

Bathroom Faucet Aerator retrofit projects an annual reduction of:	8,319	kWh ^{4,7}
Bathroom Faucet Aerator retrofit projects a lifetime reduction of:	83,194	kWh ^{4,8}

Projected Natural Gas Savings:

Bathroom Faucet Aerator retrofit projects an annual reduction of:	542	therms ^{4,9}
Bathroom Faucet Aerator retrofit projects a lifetime reduction of:	5,421	therms ^{4,10}

¹ Data Reported by Program Participants.
² Vickers, Amy (2002). *Water Use and Conservation*. Amherst, MA: WaterPlow Press.
³ Provided by manufacturer.
⁴ Quantec, LLC. (2008). *Impact of Flipping the Switch: Evaluating the Effectiveness of Low Income Residential Energy Education Programs*. Portland: Drakos, Jamie et al.
⁵ [Length of use (each family member) x Average household size] x [Average Bathroom Aerator flow rate – Retrofit Bathroom Aerator flow rate] x Number of participants x Installation rate x 365 days
⁶ [Length of use (each family member) x Average household size] x [Average Bathroom Aerator flow rate – Retrofit Bathroom Aerator flow rate] x Number of participants x Installation rate x 365 days x Product Life
⁷ Projected Annual Water Savings x [(8.33lbs. / gallon x 35°FΔT) ÷ (3413 x water heater efficiency (0.90))] x % of Water Heated by Electricity
⁸ Projected Lifetime Water Savings x [(8.33lbs. / gallon x 35°FΔT) ÷ (3413 x water heater efficiency (0.90))] x % of Water Heated by Electricity
⁹ Projected Annual Water Savings x [(8.33lbs. / gallon x 35°FΔT) ÷ (100,000 x water heater efficiency (0.60))] x % of Water Heated by Natural Gas
¹⁰ Projected Lifetime Water Savings x [(8.33lbs. / gallon x 35°FΔT) ÷ (100,000 x water heater efficiency (0.60))] x % of Water Heated by Natural Gas

Kitchen Faucet Aerator Retrofit

Kitchen Faucet Aerator retrofit inputs and assumptions:

Average household size:	4.79	people ¹
% of homes with a dishwasher:	62.00%	1
% of homes without a dishwasher:	38.00%	1
% of water heated by gas:	56.00%	1
% of water heated by electricity:	44.00%	1
Installation / participation rate of:	25.00%	1
Number of participants:	211	1
Average Kitchen Faucet Aerator has a flow rate of:	2.50	gallons per minute ²
Retrofit Kitchen Faucet Aerator has flow rate of:	1.50	gallons per minute ³
Product life:	10.00	years ³
Length of use without dishwasher:	15.00	minutes per day ⁴
Length of use without dishwasher (each family member):	1.00	minute per day ⁴
Length of use with dishwasher:	3.00	minutes per day ⁴
Length of use with dishwasher (each family member):	0.50	minutes per day ⁴

Projected Water Savings:

Kitchen Faucet Aerator retrofit projects an annual reduction of:	209,194	gallons ⁵
Kitchen Faucet Aerator retrofit projects a lifetime reduction of:	2,091,939	gallons ⁶

Projected Electricity Savings:

Kitchen Faucet Aerator retrofit projects an annual reduction of:	8,736	kWh ^{4,7}
Kitchen Faucet Aerator retrofit projects a lifetime reduction of:	87,365	kWh ^{4,8}

Projected Natural Gas Savings:

Kitchen Faucet Aerator retrofit projects an annual reduction of:	569	therms ^{4,9}
Kitchen Faucet Aerator retrofit projects a lifetime reduction of:	5,692	therms ^{4,10}

FilterTone® installation

FilterTone® installation inputs and assumptions:

Annual energy (electricity) use by a central system air conditioner:	1,645	kWh ¹
Annual energy (natural gas) use by central space heating or furnace:	176	therms ¹
Projected increase in efficiency (electricity):	1.75%	2
Projected increase in efficiency (natural gas):	0.92%	2
Product life:	10.00	years ³
Installation / participation rate of:	27.00%	4
Number of participants:	211	4

Projected Electricity Savings:

The FilterTone installation projects an annual reduction of:	1,640	kWh ⁵
The FilterTone installation projects a lifetime reduction of:	16,400	kWh ⁶

Projected Natural Gas Savings:

The FilterTone installation projects an annual reduction of:	92	therms ⁷
The FilterTone installation projects a lifetime reduction of:	922	therms ⁸

¹ U.S. Department of Energy, Energy Information Administration 2020 Residential Energy Consumption Web site for California: <http://www.eia.gov/consumption/residential/data/2020/state>

² Reichmuth P.E., Howard. (1999). *Engineering Review and Savings Estimates for the ‘Filtertone’ Filter Restriction Alarm*.

³ Provided by manufacturer.

⁴ Data reported by program participants.

⁵ Annual energy (electricity) use by a central air conditioner, heat pump or furnace x Projected increase in efficiency (electricity) x Installation rate x Number of participants

⁶ Annual energy (electricity) use by a central air conditioner, heat pump or furnace x Projected increase in efficiency (electricity) x Installation rate x Number of participants x Product life

⁷ Annual energy (natural gas) use by a central air conditioner, heat pump or furnace x Projected increase in efficiency (natural gas) x Installation rate x Number of participants

⁸ Annual energy (natural gas) use by a central air conditioner, heat pump or furnace x Projected increase in efficiency (natural gas) x Installation rate x Number of participants x Product life

¹ Data Reported by Program Participants.

² Vickers, Amy (2002). *Water Use and Conservation*. Amherst, MA: WaterPlow Press.

³ Provided by manufacturer.

⁴ Quantec, LLC. (2008). *Impact of Flipping the Switch: Evaluating the Effectiveness of Low Income Residential Energy Education Programs*. Portland: Drakos, Jamie et al.

⁵ [(Length of use without dishwasher + [Average household size x Length of use without dishwasher (each family member)]) x % of homes without dishwasher] + [(Length of use with dishwasher + [Average household size x Length of use with dishwasher (each family member)]) x % of homes with dishwasher] x [Average Kitchen Aerator flow rate – Retrofit Kitchen Aerator flow rate] x Number of participants x Installation rate x 365 days

⁶ [(Length of use without dishwasher + [Average household size x Length of use without dishwasher (each family member)]) x % of homes without dishwasher] + [(Length of use with dishwasher + [Average household size x Length of use with dishwasher (each family member)]) x % of homes with dishwasher] x [Average Kitchen Aerator flow rate – Retrofit Kitchen Aerator flow rate] x Number of participants x Installation rate x 365 days x Product Life

⁷ Projected Annual Water Savings x [(8.33lbs. / gallon x 35°FΔT) ÷ (3413 x water heater efficiency (0.90))] x % of Water Heated by Electricity

⁸ Projected Lifetime Water Savings x [(8.33lbs. / gallon x 35°FΔT) ÷ (3413 x water heater efficiency (0.90))] x % of Water Heated by Electricity

⁹ Projected Annual Water Savings x [(8.33lbs. / gallon x 35°FΔT) ÷ (100,000 x water heater efficiency (0.60))] x % of Water Heated by Natural Gas

¹⁰ Projected Lifetime Water Savings x [(8.33lbs. / gallon x 35°FΔT) ÷ (100,000 x water heater efficiency (0.60))] x % of Water Heated by Natural Gas

Toilet Leak Repair

Toilet Leak repair inputs and assumptions:

Number of participants:	211	1
% of toilets leaking:	20.00%	1
% of toilets where the leak was repaired:	25.00%	1
Number of homes with fixed toilet leaks:	10.55	1
USGS gallons lost per year per leak:	12,621.29	GPY per leak ²
EUL:	5.00	years ³

Projected Water Savings:

Toilet Leak repair projects an annual reduction of:	133,155	gallons/year ⁴
Toilet Leak repair projects a lifetime reduction of:	665,773	gallons ⁵

¹ Data reported by program participants.
² <http://www.epa.gov/WaterSense/pubs/fixleak.html>
³ Estimation of years before toilet begins leaking again. Frontier and Associates
⁴ USGS gallons lost per year per leak x 1 leak per home x Number of homes with fixed toilet leaks
⁵ USGS gallons lost per year per leak x 1 leak per home x Number of homes with fixed toilet leaks x Product Life

Thermostatic Shower Valve

TSV Retrofit inputs and assumptions:

Average Household size:	4.79	People ¹
Number of participants:	97	¹
Installation Rate	27%	¹
% of water heated by gas:	56.00%	¹
% of water heated by electricity:	44.00%	¹
Savings per TSV Retrofit kWh:	10.76	kWh ²
Savings per TSV Retrofit Therms:	0.54	Therms ²
Savings per TSV Retrofit Gallons:	178.39	Gallons ²
Effective Useful Life:	10	Years ³

Projected Water Savings:

Showerhead retrofit projects an annual reduction of:	4,672.03	Gallons ⁴
Showerhead retrofit projects a lifetime reduction of:	46,720.34	Gallons ⁵

Projected Electricity Savings:

Showerhead retrofit projects an annual reduction of:	281.80	kWh ⁶
Showerhead retrofit projects a lifetime reduction of:	2,818.04	kWh ⁷

Projected Natural Gas Savings:

Showerhead retrofit projects an annual reduction of:	14.1426	Therms ⁸
Showerhead retrofit projects a lifetime reduction of:	141.426	Therms ⁹

¹ Data Reported by Program Participants.
² IL TRM Assumption version 13.0
³ Provided by manufacturer
⁴ Gallons x Number of participants x Installation rate
⁵ gallons x Number of participants x Installation rate x EUL
⁶ kWh x Number of participants x Installation rate
⁷ kWh x Number of participants x Installation rate x EUL
⁸ Therms x Number of participants x Installation rate
⁹ Therms x Number of participants x Installation rate x EUL

School	Teacher	T	S
Desert Springs Middle School	Felipe Lara	1	51
Painted Hills Middle School	Heather Dillenburg	1	61
Painted Hills Middle School *	Carly Marshall	1	96

* Received kit 2

Participants	
Total Teachers that participated in the program.	3
Total Students that participated in the program.	208
Total Participants	211

“Upon completion of the program, participating families are asked to complete a home survey to assess their resource use, verify product installation, provide demographic information, and measure participation rates.”





CVWC Digital Marketing Report

Website, Social, and Marketing Performance

Aug 1–31, 2026

by Hunter | Johnsen

Google Ads Campaigns



DISPLAY AD IMPRESSIONS

CV Water Counts

39,854



SEARCH AD IMPRESSIONS

CV Water Counts

12,968



VIDEO IMPRESSIONS

CV Water Counts

56,649



Clicks

CV Water Counts

3,910

GOOGLE PROGRAMMATIC DISPLAY AD CAMPAIGN PERFORMANCE

CV Water Counts

Campaign name	Clicks	Impr.
CV Water Counts Spanish August 2026	1,682	20,879
CV Water Counts August 2026	1,659	18,975
	3,341	39,854



GOOGLE YOUTUBE VIDEO AD CAMPAIGN PERFORMANCE

CV Water Counts

Account name	Impr.	Engagements	Video views	Clicks
CV Water Counts	56,649	24,089	28,940	93
CVWC Video - August (Spanish)	34,659	17,666	16,216	62
CVWC Video - August 2026	21,990	6,423	12,724	31
	56,649	24,089	28,940	93





GOOGLE ADS PAID SEARCH CAMPAIGN PERFORMANCE

CV Water Counts

Campaign	Clicks	Impr.
CVWC Search Campaigns	476	12,968
	476	12,968

Facebook Ad Campaigns



FACEBOOK AD PERFORMANCE

Hunter Johnsen

Ad preview	Link Clicks	Impr.	Reach	Frequency	Page engagement
 CVWC - August 2026 www.instagram.com Conservation Tip of the Month: Adjust sprinkler heads to not water sidewalks or streets, and save on average 12-15 gallons each time yo...	1,272	51,390	30,297	1.7	1,322
 CVWC - July 2026 www.instagram.com Conservation Tip of the Month: Check with your water agency to see what rebates are available, to save water, money, and beautify your home! ...	4	274	258	1.06	4
	1,276	51,664	30,413	1.7	1,326

Website Information



Users

CV Water - CV Water Counts - GA4

3,646



Sessions

CV Water - CV Water Counts - GA4

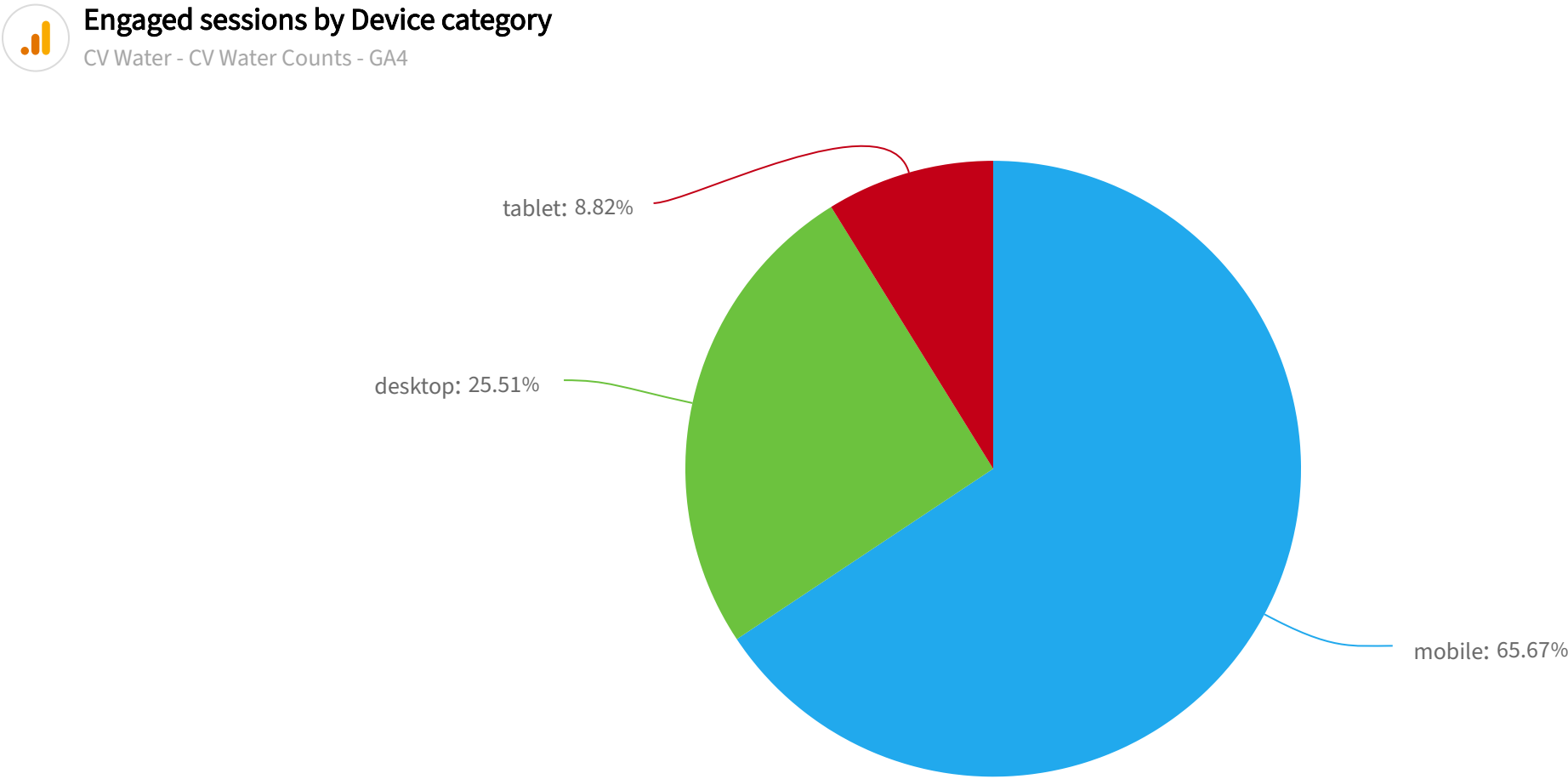
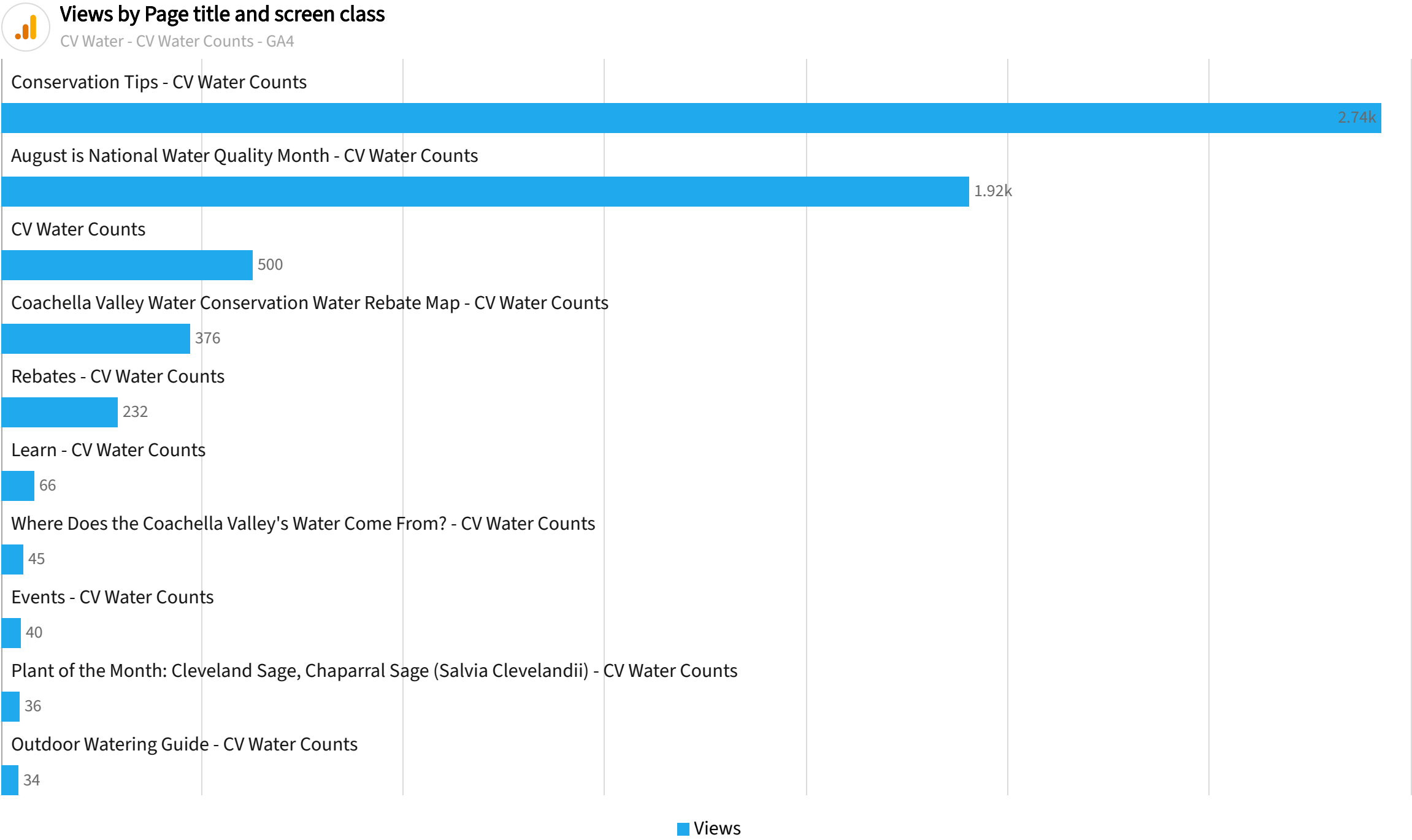
4,888



PAGEVIEWS

CV Water - CV Water Counts - GA4

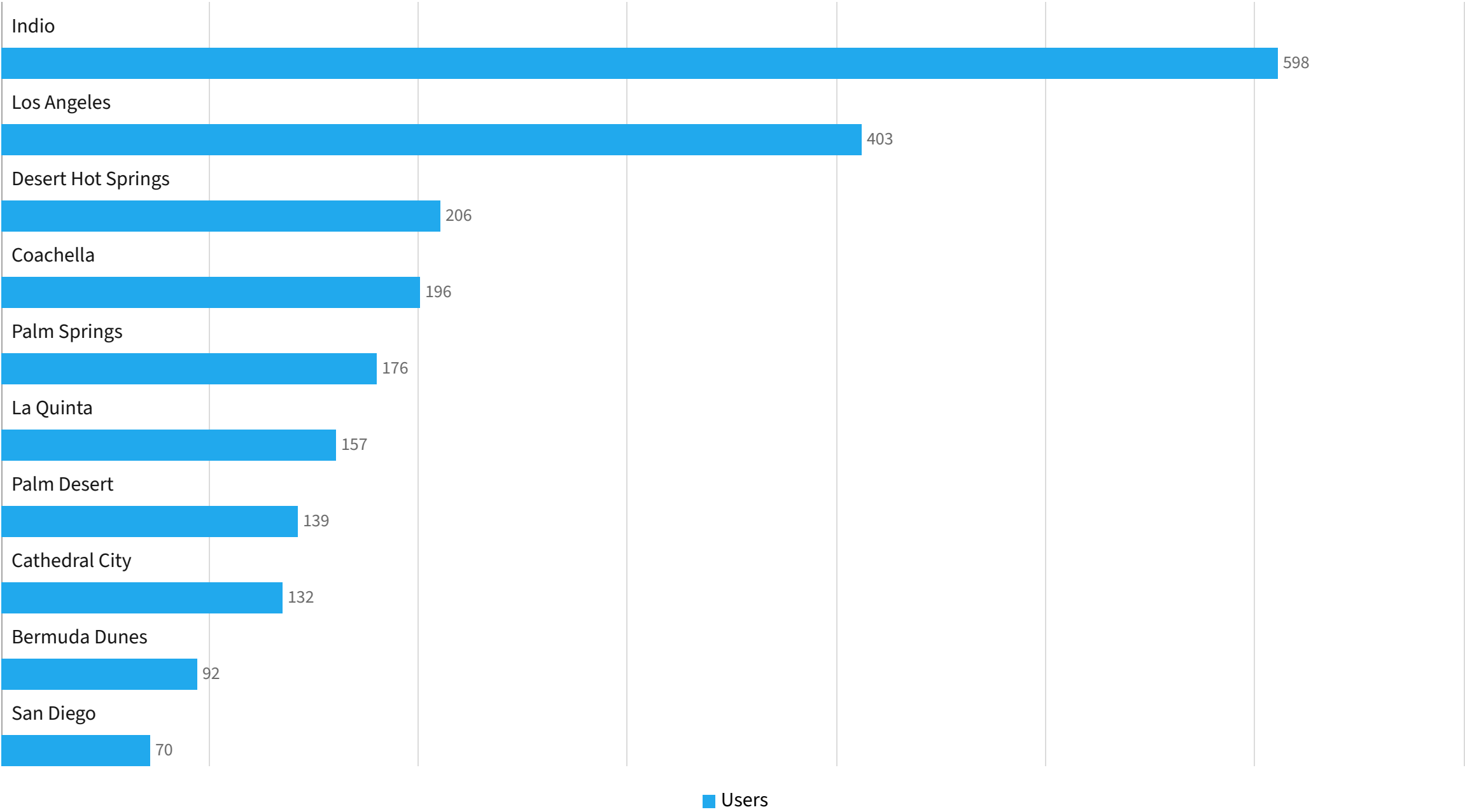
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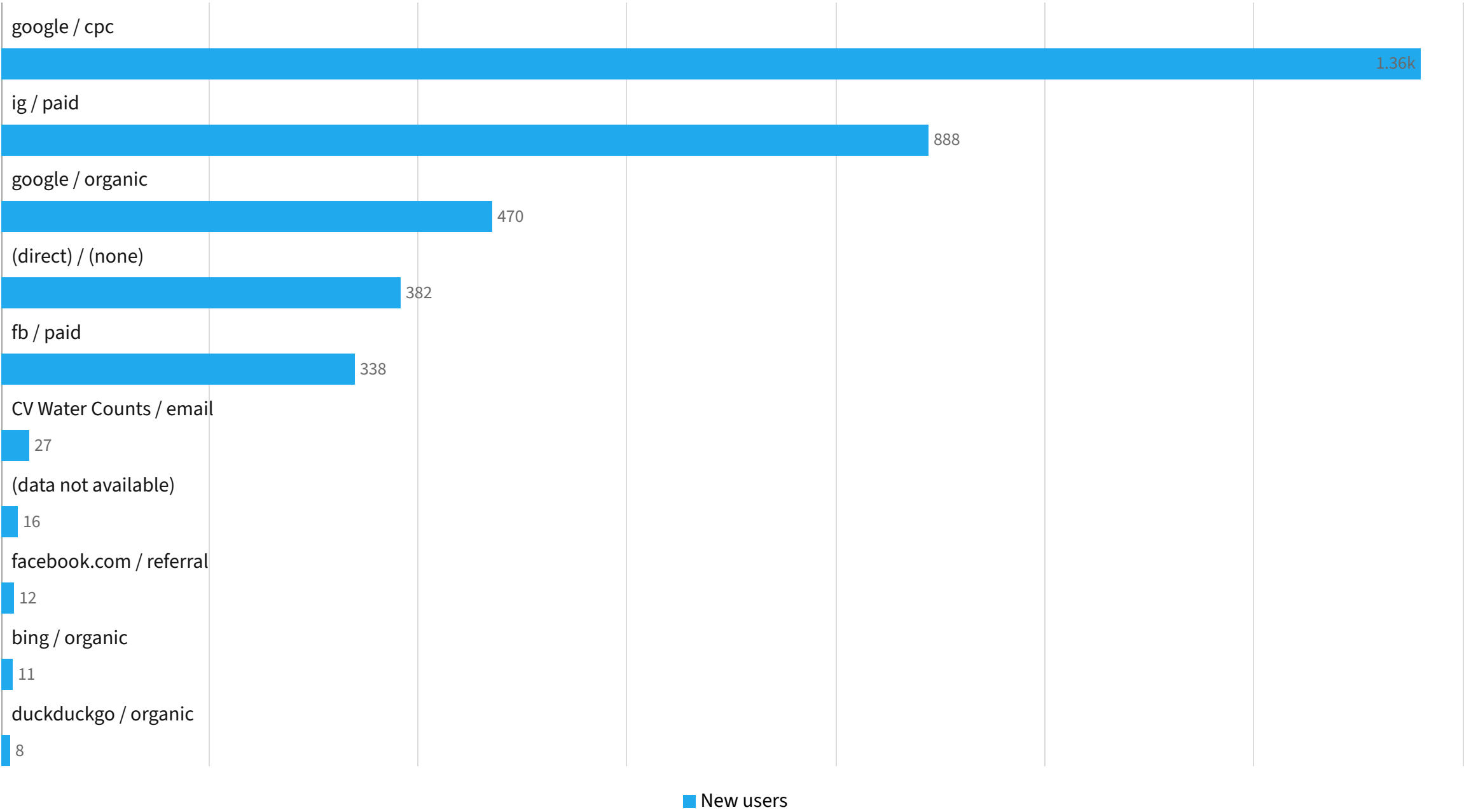
Users by City

CV Water - CV Water Counts - GA4



New users by First user source / medium

CV Water - CV Water Counts - GA4



Month performance

Last 6 months: CV Water - CV Water Counts - GA4

Item 28.

Month	New users	Engaged sessions	Engagement rate	Sessions per User	Average engagement time
August 2026	3,552	1,667	34.1%	1.34	17s
July 2026	2,758	1,618	38.4%	1.47	24s
June 2026	2,671	1,132	31.6%	1.31	19s
May 2026	2,925	1,295	33.3%	1.3	21s
April 2026	2,451	1,093	35.2%	1.21	22s
March 2026	3,513	1,378	28.4%	1.33	24s
	17,870	8,203	33.5%	1.35	22s

Organic Search

 Query performance
cvwatercounts.com/

Query	Impr.	Clicks	CTR	Avg. position
ocotillo	3,068	4	0.13%	1.06
golden barrel cactus	2,992	1	0.03%	1
echinocactus grusonii	2,403	0	0%	1.54
cleveland sage	1,754	0	0%	1.5
cuscino della suocera	1,378	0	0%	1
asiento de suegra	1,319	1	0.08%	1.01
金鯪 サボテン	1,190	0	0%	1.02
desert marigold	1,148	2	0.17%	1.38
carissa macrocarpa	1,138	4	0.35%	1.61
hesperaloe parviflora	1,130	0	0%	2.27
	65,632	101	0.15%	14.28

 Page performance
cvwatercounts.com/

Page	Impr.	Clicks	CTR	Avg. position
https://cvwatercounts.com/plant-of-the-month-golden-barrel-cactus-echinocactus-grusonii/	30,518	17	0.06%	1.21
https://cvwatercounts.com/plant-of-the-month-ocotillo-fouquieria-splendens/	6,135	11	0.18%	1.47
https://cvwatercounts.com/plant-of-the-month-cleveland-sage-chaparral-sage-salvia-clevelandii/	4,554	13	0.29%	2.63
https://cvwatercounts.com/plant-of-the-month-natal-plum-carissa-macrocarpa/	4,149	14	0.34%	3.53
https://cvwatercounts.com/toilet-leaks-can-be-very-costly-find-out-if-you-have-a-leak/	3,693	9	0.24%	8.95
https://cvwatercounts.com/plant-of-the-month-texas-ranger-bush-leucophyllum-frutescens/	3,630	15	0.41%	8.61
https://cvwatercounts.com/plant-of-the-month-desert-marigold-baileya-multiradiata/	3,535	10	0.28%	2.96
https://cvwatercounts.com/where-does-the-coachella-valley-water-come-from/	2,973	21	0.71%	7.09
https://cvwatercounts.com/cv-water-counts-water-counts-academy-program-graduates/	2,598	8	0.31%	10.51
https://cvwatercounts.com/plant-of-the-month-red-yucca-hesperaloe-parviflora/	2,414	6	0.25%	5.57
	113,064	387	0.34%	13.67

Facebook Information



Impressions
CV Water Counts

16,642



Reach
CV Water Counts

10,050



Follows
CV Water Counts

2



Unfollows
CV Water Counts

2



Post engagement
CV Water Counts

492



Total page views
CV Water Counts

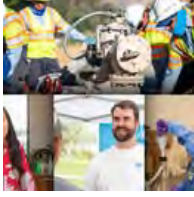
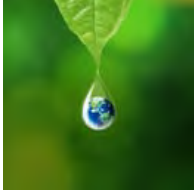
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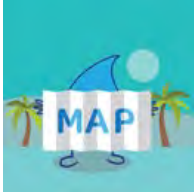
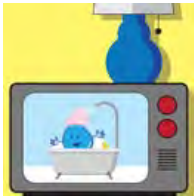
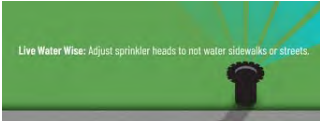
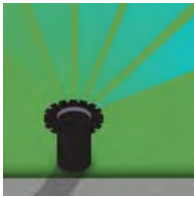


Page likes
CV Water Counts

3,916

Post performance
CV Water Counts

Post		Date	Reach	Likes
	Mission Springs Water District's mission is to provide, protect, and preserve our most valuable resource – water. We are proud t...	August 31, 2026	12	1
	Looking for a simple way to reduce outdoor water use while creating a more enjoyable backyard? Consider expanding your outdo...	August 29, 2026	13	2
	Healthy trees don't have to mean higher water use. The TRIC (Tree Root Irrigation Collar) System helps deliver water directly to tr...	August 28, 2026	19	3
	Pools can lose a surprising amount of water through hidden leaks. If your pool has an automatic refill device, check it regularly. Catchi...	August 26, 2026	24	2
	Looking for a career that offers stability, purpose, and opportunities for growth? The water industry may be a great fit.	August 25, 2026	16	2
	Happy World Water Week! This week is a reminder that every drop counts. Whether you're fixing leaks, watering wisely, or choosi...	August 23, 2026	19	3
	If you or someone you know is struggling to pay a water bill, help may be available through the Help2Others Assistance Progra...	August 21, 2026	17	2
	Creating a beautiful landscape doesn't have to mean using more water. Visit sunset.com and explore drought-tolerant plants...	August 19, 2026	628	8
			30,835	68

Post		Date	Reach	Likes
	Where Does Our Water Come From? The Coachella Valley's water supply comes from three important sources: groundwater...	August 18, 2026	23	2
	Looking to add vibrant summer color to your landscape without dramatically increasing your water use? The crape myrtle...	August 16, 2026	14	2
	Do you know which water agency serves your home or business? Our interactive Water Map makes it easy to find out—and learn more...	August 14, 2026	22	3
	A small habit can lead to big savings! Turn off the water while shampooing or conditioning your hair and you could save up to 15...	August 12, 2026	22	3
	Smart landscaping does more than save water—it helps protect your community. Designing your landscape to reduce runoff help...	August 10, 2026	27	2
	Did you know? The CV Water Counts website is packed with helpful tips and videos covering everything from indoor...	August 7, 2026	68	4
	On National Professional Engineers Day (August 5), we recognize the dedicated engineers working behind the scenes to ke...	August 5, 2026	13	2
	Want to save water and money this season? Consider skipping overseeding. It's an easy way to reduce outdoor water use. 💧 F...	August 5, 2026	83	4
	August is National Water Quality Month, a time to recognize the importance of clean, safe drinking water and the role we all play in...	August 3, 2026	16	3
	CV Water Counts updated their https://www.facebook.com/cvwate	August 3, 2026	14	2
	Conservation Tip of the Month: Adjust sprinkler heads to not water sidewalks or streets, and save on average 12-15 gallons each time...	August 1, 2026	29,785	18
			30,835	68

Instagram Information

 **Views**
CV Water Counts

672

 **Likes**
CV Water Counts

25

 **Followers (lifetime)**
CV Water Counts

263

 **Post performance**
CV Water Counts

Post		Views	Engagement	Reach	Saved
	Want to save water and money this season? Consider skipping overseeding. It's an easy way to reduce outdoor water use. 💧 F...	23	5	12	0
	Did you know? The CV Water Counts website is packed with helpful tips and videos covering everything from indoor...	18	3	9	0
	Do you know which water agency serves your home or business? Our interactive Water Map makes it easy to find out—and learn more...	16	3	6	0
	Where Does Our Water Come From? The Coachella Valley's water supply comes from three important sources: groundwater...	13	2	5	0
	If you or someone you know is struggling to pay a water bill, help may be available through the Help2Others Assistance Progra...	11	1	6	0
	Conservation Tip of the Month: Adjust sprinkler heads to not water sidewalks or streets, and save on average 12-15 gallons each time...	11	3	7	0
	Pools can lose a surprising amount of water through hidden leaks. If your pool has an automatic refill device, check it regularly. Catchi...	10	6	5	0
	Healthy trees don't have to mean higher water use. The TRIC (Tree Root Irrigation Collar) System helps deliver water directly to tr...	9	1	4	0
	Smart landscaping does more than save water—it helps protect your community. Designing your landscape to reduce runoff help...	9	1	6	0
	Happy World Water Week! This week is a reminder that every drop counts. Whether you're fixing leaks, watering wisely, or choosi...	5	2	3	0
		135	30	68	0

Item 28.

Post		Views	Engagement	Reach	Saved
	Creating a beautiful landscape doesn't have to mean using more water. Visit sunset.com and explore drought-tolerant plants...	5	2	2	0
	A small habit can lead to big savings! Turn off the water while shampooing or conditioning your hair and you could save up to 15...	5	1	3	0
		135	30	68	0

E-Blast Information

 Campaign performance

CV Water Counts

Campaign	Send Time	Emails Sent	Unique Opens	Total Opens	Open Rate	Industry Open Rate	Total Clicks	Click Rate	Industry Click Rate	Unsubscribe Count
CV Water Counts - Water Watch Newsletter - August 2026)	Wednesday, August 5, 2026 10:00 AM	799	428	837	53.57%	17.63%	165	6.82%	1.07%	0
		799	428	837	53.57%	17.63%	165	6.82%	1.07%	0



MSWD Digital Marketing & Website Report

Website, Social, and Marketing Performance

Aug 1–31, 2026



Google Ads Campaigns



Impressions
MSWD

231.8K



Clicks
MSWD

307



CTR
MSWD

0.13%

Campaign Performance
MSWD

Campaign name	Impr.	Clicks	CTR
MSWD Rebates August 2026	114,099	219	0.19%
MSWD Calendar Contest Aug / September 2026	117,698	88	0.07%
	231,797	307	0.13%



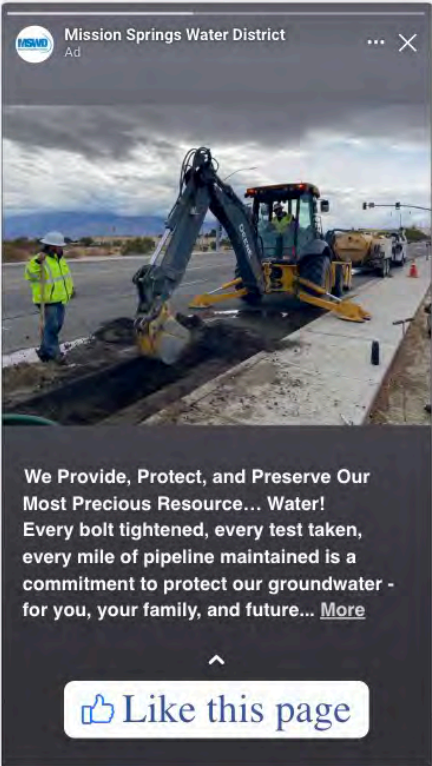
Meta Campaign Performance

Includes Facebook and Instagram campaigns



Campaign performance
MSWD

Campaign	Link Clicks	Impr.	Reach	Page Likes
MSWD Water Rebates - 2026	95	67,036	19,945	0
MSWD Calendar Contest Fall 2026	89	83,915	13,144	0
MSWD Facebook Enagement 2026	75	9,630	4,854	62
MSWD IG Enagement 2026	45	9,724	1,799	0
	304	170,305	28,414	62



Website Information

**Users**
www.mswd.org - http://www.ms...

**Views**
www.mswd.org - http://www.ms...

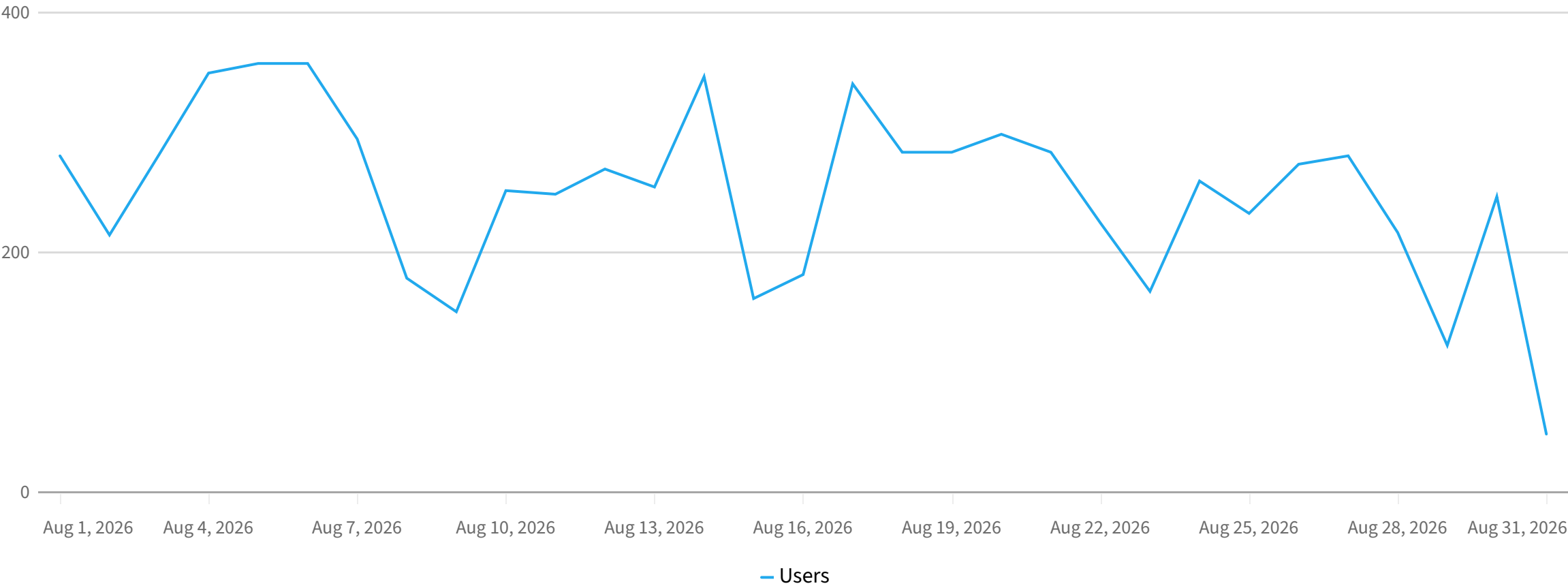
**Engaged sessions**
www.mswd.org - http://www.ms...

6,199

17,856

5,700

Users by Day
www.mswd.org - http://www.mswd.org - GA4



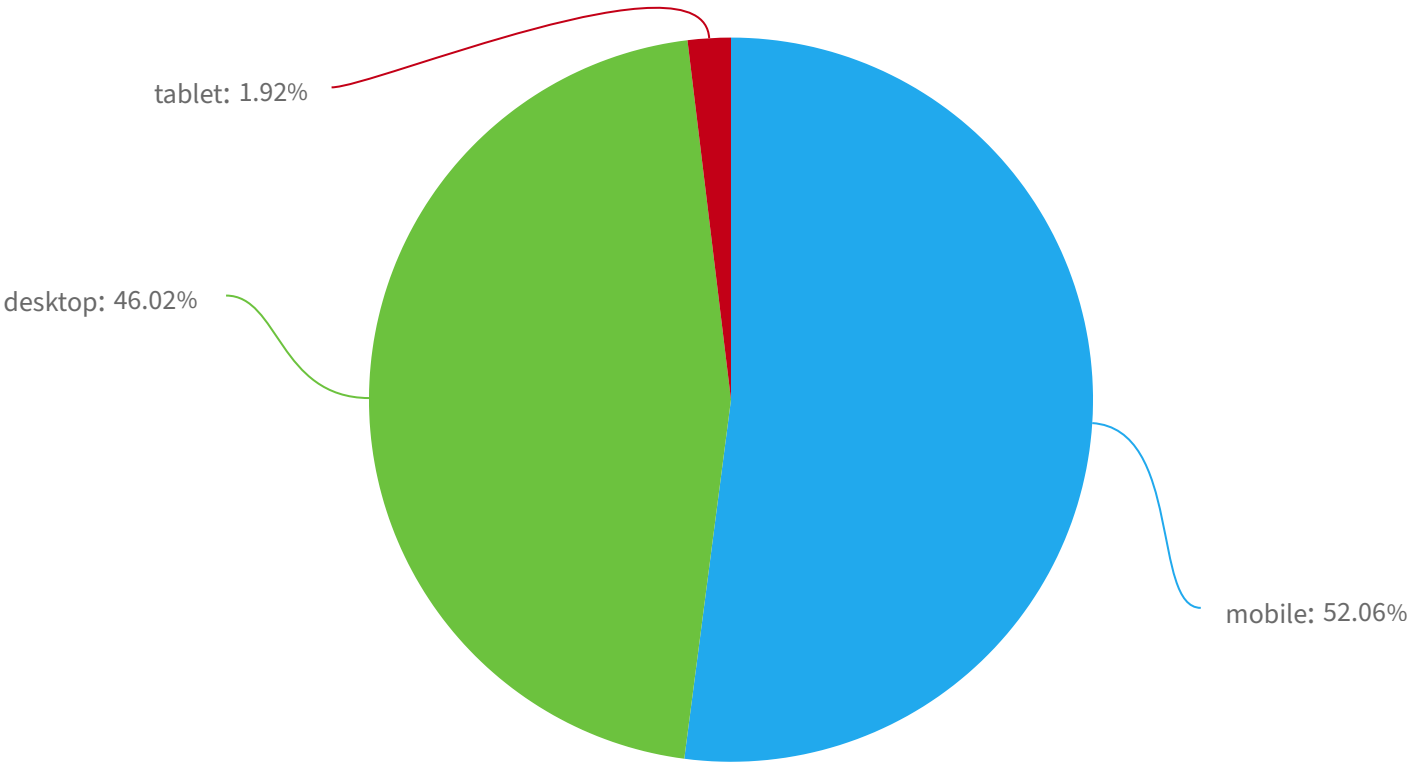
Page path performance
www.mswd.org - http://www.mswd.org - GA4

Page path	Views	Views per user	Users	Engaged sessions	Sessions per User	Average engagement time
/	5,537	1.55	3,545	3,882	1.38	15s
/mswd/page/customer-portal	4,660	1.87	2,475	3,305	1.62	16s
/jobs	658	2.16	304	416	1.68	15s
/mswd/page/bill-pay-options	517	1.45	349	325	1.35	22s
/mswd/page/careers	478	1.82	261	381	1.72	19s
/mswd/page/application-water-service	399	2.54	156	209	1.73	4m 1s
/mswd/page/water-quality-reports	353	1.12	309	77	1.12	8s
/mswd/page/startstop-water-service	275	1.58	174	211	1.31	23s
/mswd/page/2027-calendar-drawing-contest-launches	232	1.18	197	67	1.08	14s
/mswd/page/m2-septic-sewer-project	197	2.16	91	95	1.75	1m 43s
	17,856	2.85	6,199	5,700	1.54	46s



Engaged sessions by Device category

www.mswd.org - http://www.mswd.org - GA4



Users by City

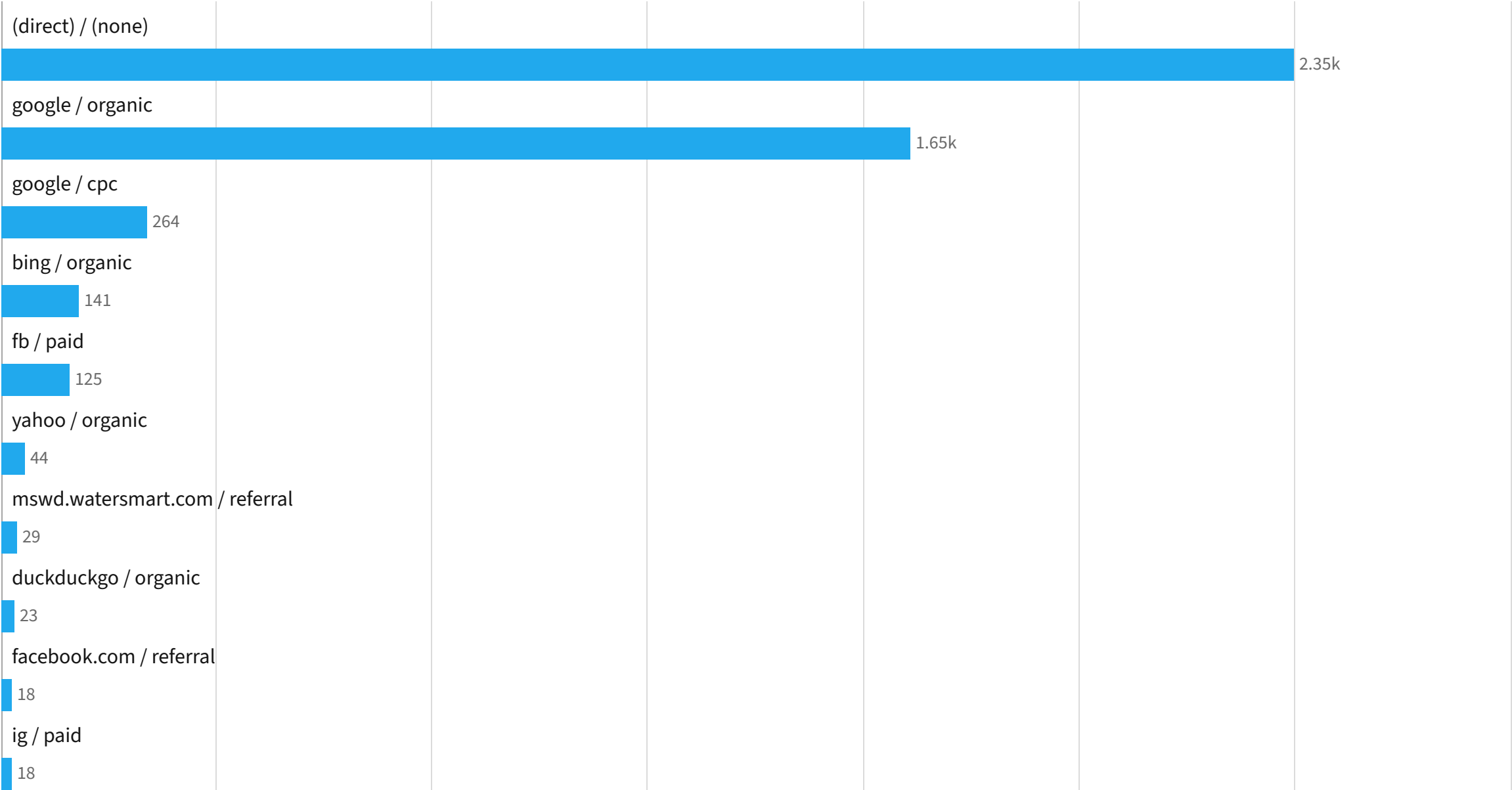
www.mswd.org - http://www.mswd.org - GA4

City	Users
Desert Hot Springs	1,002
Los Angeles	966
Indio	259
Singapore	155
La Quinta	152
(not set)	148
Palm Springs	112
San Diego	111
(not set)	107
Palm Desert	79
	6,199



New users by First user source / medium

www.mswd.org - http://www.mswd.org - GA4



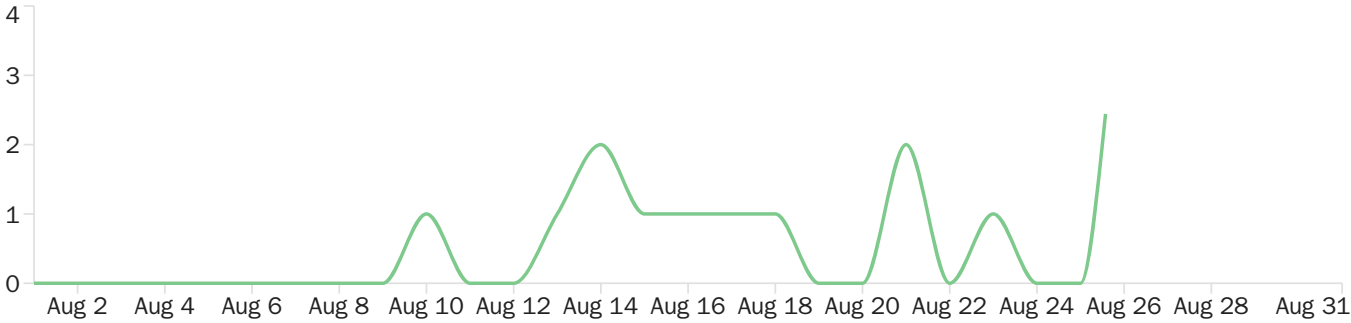
New users

Loom.ly Account Overview (August 1 - 31, 2026)

Total Clicks
15

+8 (114.3%)

Clicks Over Time



Click Sources



Other

Click Locations



United States of America United Kingdom of Great Britain and Northern Ireland
Singapore Mexico Malaysia Spain Other

Posts Published

19

-1 (-5.0%)

Total Likes

1,797

+67 (3.9%)

Total Views

179,080 +65,249 (57.3%)

Organic Views

19,302 +3,249 (20.2%)

Paid Views

159,778 +62,000 (63.4%)

Video Views

159 -153 (-49.0%)

3 Most Viewed Posts



New Hire Welcome
We are happy to welcome new hire, Jeremy McDonald who joi... 5,264



Congratulations Employee
We are happy to share that Theresa Murphy has been reclas... 4,395



Employee Highlight
We're Proud to Celebrate Another Employee Achievement! 🎉 ... 2,989

3 Most Shared Posts



Your Rates at Work Traffic Alert
Your Rates at Work. 💧 🚧 MSWD is conducting a well rehabil... 7



Employee Highlight
We're Proud to Celebrate Another Employee Achievement! 🎉 ... 1



Rebates
Upgrade With Purpose. Save With Rebates. There are dail... 0

3 Least Viewed Posts  78 Rebates Upgrade With Purpose. Save With Rebates. There are dail...  83 Rebates Upgrade With Purpose. Save With Rebates. There are dail...  83 Rebates Upgrade With Purpose. Save With Rebates. There are dail...	3 Least Shared Posts Item 28.  Water Quality Month It's National Water Quality Month! 💧 Our dedicated wat...  Congratulations Employee We are happy to share that Theresa Murphy has been reclas... 
Likes By Country 1. United States of America (1,738 likes) 2. Mexico (20 likes) 3. France (4 likes) 4. China (3 likes) 5. India (3 likes)	Likes By City 1. Desert Hot Springs, CA (770 likes) 2. Cathedral City, CA (80 likes) 3. Palm Springs, CA (60 likes) 4. La Quinta, CA (54 likes) 5. Palm Desert, CA (52 likes)

Facebook Post Metrics (August 1 - 31, 2026)

Date	Format	Post	Labels	Impressions	Reactions	Comments	Shares	Clicks	Video Views
August 27, 2026 3:33 PM PDT	 Image	 Rebates Upgrade With Purpose. Save With Rebates. There are daily affirmations... and then there are water-saving affirmations. Imagine starting your day with a reminder that every smart upgrade you make c...	Conservation/Rebates	83	5	0	0	1	0
August 26, 2026 5:52 PM PDT	 Image	 National Dog Day It's National Dog Day! 🐶💧 Keep your best friends hydrated on the go, stop by our office anytime and ask for a FREE reusable pet travel bowl, and tell your dog we said "Hi!". #MSWD #NationalDogDa...	Event	112	9	0	0	1	0
August 24, 2026 11:00 AM PDT	 Carousel	 +1 Help2Others MSWD partners with the Help 2 Others bill assistance program to help customers in a time of need, qualified customers can receive \$150 towards their water bill once every 12 months. It's quick and ...	Customer Service	103	5	0	0	1	0

Date	Format	Post	Labels	Impressions	Reactions	Comments	Shares	Clicks	Item 28.
August 20, 2026 11:11 AM PDT	 Image	 Water Matters Newsletter Stay in the know with MSWD! 💧 The MSWD August Water Matters newsletter features information about National Water Quality Month, the annual student calendar contest, and more . The monthly newslet...	News Releases	150	5	0	0	0	0
August 19, 2026 10:30 AM PDT	 Image	 New Hire Welcome We are happy to welcome new hire, Jeremy McDonald who joins us as the Water Operations Superintendent. 💧 Jeremy brings more than 20 years of public works experience to MSWD, including 10 years man...	Worker Wed	5,264	31	0	0	88	0
August 17, 2026 4:44 PM PDT	 Image	 Your Rates at Work Traffic Alert Your Rates at Work. 💧 🚧 MSWD is conducting a well rehabilitation project and will begin system flushing on Tuesday, August 18. Flushing is expected to continue for approximately 72 hours. You will ...	Event	331	8	0	7	17	0

Date	Format	Post	Labels	Impressions	Reactions	Comments	Shares	Clicks	Item 28.
August 17, 2026 12:53 PM PDT	 Image	 Indio Subbasin Alternative Plan Update Join the third community workshop for the 2027 Indio Subbasin Alternative Plan Update. Date: Thursday, September 17th, 2026 Time: 1:00 PM – 3:00 PM Virtual Location: https://us06web.zoom.us/j/88...	Event	217	7	0	0	6	0
August 15, 2026 2:41 PM PDT	 Image			120	5	0	0	2	0
August 15, 2026 2:40 PM PDT	 Image			114	5	0	0	0	0
August 14, 2026 11:11 AM PDT	 Video	 Flushable Wipes Reel 💧🚫 A quick, friendly reminder from our Wastewater Team! Wipes of any kind, yep, even the ones labeled “flushable” don’t break down the way toilet paper does. They can bunch up in the system and ne...	FOG/Wipes	182	7	0	0	2	51

Date	Format	Post	Labels	Impressions	Reactions	Comments	Shares	Clicks	Item 28.
August 13, 2026 12:12 PM PDT	 Video	 Calendar Contest Back-to-school season means it's time for one of our favorite traditions... the MSWD Community Calendar Art Contest! 🎨 Calling all student artists in the MSWD service area (K–12): Get those crayons...	Conservation/Rebates	141	10	0	0	0	20
August 12, 2026 2:06 PM PDT	 Image			83	5	0	0	0	0
August 11, 2026 12:38 PM PDT	 Image			78	5	0	0	0	0
August 11, 2026 11:11 AM PDT	 Image	 Blood Drive Promo Join us next week for our blood drive and save lives! 🩸 Sign up now for the MSWD Blood Drive on Wednesday, August 19th, 7am. - 12pm. To schedule an appointment, call 800.879.4484, or visit Istream...	Event	127	7	0	0	2	0
August 10, 2026 5:29 PM PDT	 Image	 National Water Quality Month It's National Water Quality Month. 💧 Clean, safe drinking water is something we rely on every day, but how often do we stop to think about what goes into keeping it that way? At MSWD, our team wor...	Water Quality	131	10	0	0	1	0

Date	Format	Post	Labels	Impressions	Reactions	Comments	Shares	Click	Item 28.
August 06, 2026 6:41 PM PDT	 Image			129	4	0	0	0	0
August 06, 2026 10:17 AM PDT	 Image	 Employee Highlight We're Proud to Celebrate Another Employee Achievement! 🎉 Please join us in congratulating Lisa Pelton for her promotion to Customer Service Supervisor! After serving as our Senior Customer Servic...	Worker Wed	2,989	107	5	1	171	0
August 05, 2026 3:14 PM PDT	 Image	 Congratulations Employee We are happy to share that Theresa Murphy has been reclassified to the position of Senior Engineering Technician. In this role, Theresa will continue serving our builder and developer community whi...	Worker Wed	4,395	64	15	0	268	0
August 03, 2026 2:06 PM PDT	 Image	 Water Quality Month 💧 It's National Water Quality Month! 💧 Our dedicated water production team takes thousands of samples a year, and tests at our wells daily throughout our service area to make sure your water excee...	Water Quality	1,270	6	0	0	12	0
Total				16,019	305	20	8	572	74 1450

Date	Format	Post	Labels	Impressions	Reactions	Comments	Shares	Clicks	Item 28.
Average				843.1	16.1	1.1	0.4	30.1	3.7

Instagram Account Overview (August 1 - 31, 2026)

Item 28.

Posts Published

14

Total Followers

630

+17 (2.8%)

New Followers

24

+3 (14.3%)

Reach

12,177

+4,527 (59.2%)

3 Most Liked Posts



New Hire Welcome
We are happy to welcome new hire, Jeremy McDonald who joins us as the Water Operations Superintendent. 💧
Jeremy brin... 21



Congratulations Employee
We are happy to share that Theresa Murphy has been reclassified to the position of Senior Engineering Technician. In ... 18



Employee Highlight
We're Proud to Celebrate Another Employee Achievement! 🎉
Please join us in congratulating Lisa Pelton for her promoti... 17

3 Most Commented Posts



Congratulations Employee
We are happy to share that Theresa Murphy has been reclassified to the position of Senior Engineering Technician. In ... 1



Employee Highlight
We're Proud to Celebrate Another Employee Achievement! 🎉
Please join us in congratulating Lisa Pelton for her promoti... 1



Help2Others
MSWD partners with the Help 2 Others bill assistance program to help customers in a time of need, qualified customers... 1

3 Least Liked Posts



Rebates

Upgrade With Purpose. Save With Rebates.

There are daily affirmations... and then there are water-saving affirmations...

5



National Dog Day

It's National Dog Day! 🐶💧

Keep your best friends hydrated on the go, stop by our office anytime and ask for a FREE r...

5



Help2Others

MSWD partners with the Help 2 Others bill assistance program to help customers in a time of need, qualified customers...

5

3 Least Commented Posts

Item 28.



Rebates

Upgrade With Purpose. Save With Rebates.

There are daily affirmations... and then there are water-saving affirmations...

0



National Dog Day

It's National Dog Day! 🐶💧

Keep your best friends hydrated on the go, stop by our office anytime and ask for a FREE r...

0



Water Matters Newsletter

Stay in the know with MSWD! 📧💧

The MSWD August Water Matters newsletter features information about National Water Qu...

0

Instagram Story Metrics (August 1 - 31, 2026)										Item 28.
Date	Story	Labels	Exits	Impressions	Reach	Replies	Taps Forward	Taps Back	Link Clicks	
August 27, 2026 5:42 PM PDT			12	28	28	0	12	0	0	
August 26, 2026 6:03 PM PDT			8	22	22	0	15	0	0	
August 26, 2026 6:03 PM PDT			1	21	21	0	20	0	0	
August 26, 2026 6:02 PM PDT			1	21	21	0	20	0	0	
August 26, 2026 6:02 PM PDT			0	21	21	0	21	0	0	
August 26, 2026 6:02 PM PDT			1	22	22	0	21	0	0	
August 26, 2026 6:02 PM PDT			1	23	23	0	21	0	0	
August 26, 2026 6:02 PM PDT			6	31	31	0	21	0	0	
August 24, 2026 6:53 PM PDT			8	24	24	0	17	0	0	
August 24, 2026 6:53 PM PDT			0	25	25	0	24	2	0	1454

Date	Story	Labels	Exits	Impressions	Reach	Replies	Taps Forward	Taps Back	Item 28.
August 19, 2026 12:17 PM PDT			17	47	43	1	28	1	0
August 18, 2026 3:51 PM PDT			7	26	26	0	18	0	0
August 18, 2026 3:50 PM PDT			3	28	28	0	23	1	0
August 18, 2026 3:50 PM PDT			1	26	26	0	23	1	0
August 18, 2026 3:50 PM PDT			4	36	36	0	26	0	0
August 17, 2026 4:56 PM PDT			8	41	41	0	36	2	0
August 17, 2026 1:02 PM PDT			4	44	43	0	37	4	0
August 17, 2026 1:02 PM PDT			2	45	44	0	41	2	0
August 17, 2026 1:02 PM PDT			6	47	46	0	39	3	0
August 17, 2026 1:01 PM PDT			12	52	51	0	40	9	0
1456									

Date	Story	Labels	Exits	Impressions	Reach	Replies	Taps Forward	Taps Back	Item 28.
August 11, 2026 6:10 PM PDT			5	43	42	0	36	0	0
August 10, 2026 5:52 PM PDT			3	29	29	0	26	0	0
August 10, 2026 5:52 PM PDT			1	29	29	0	28	0	0
August 10, 2026 5:52 PM PDT			1	29	29	0	28	0	0
August 10, 2026 5:52 PM PDT			2	30	30	0	27	4	0
August 10, 2026 5:52 PM PDT			1	31	31	0	31	0	0
August 10, 2026 5:51 PM PDT			2	34	34	0	29	2	0
August 10, 2026 5:51 PM PDT			8	38	38	0	24	0	0
August 03, 2026 2:27 PM PDT			5	32	32	0	25	0	0
August 03, 2026 2:26 PM PDT			2	33	33	0	29	0	0
1458									

Date	Story	Labels	Exits	Impressions	Reach	Replies	Taps Forward	Taps Back	Item 28.
August 03, 2026 2:26 PM PDT			0	34	33	0	32	5	0
August 03, 2026 2:26 PM PDT			6	36	34	0	28	1	0
August 02, 2026 12:50 PM PDT			4	27	27	0	21	3	0
August 02, 2026 12:49 PM PDT			2	27	27	0	26	0	0
August 02, 2026 12:49 PM PDT			1	28	28	0	25	0	0
August 02, 2026 12:49 PM PDT			3	29	29	0	23	0	0
August 02, 2026 12:49 PM PDT			5	32	32	0	19	3	0

Instagram Post Metrics (August 1 - 31, 2026)

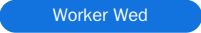
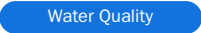
Item 28.

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Reels Plays
August 27, 2026 3:34 PM PDT	 Image	 Rebates Upgrade With Purpose. Save With Rebates. There are daily affirmations... and then there are water-saving affirmations. Imagine starting your day with a reminder that every smart upgrade you make c...	Conservation/Reba...	5	0	147	63	5	7.94%	0	147
August 26, 2026 5:53 PM PDT	 Image	 National Dog Day It's National Dog Day! 🐕💧 Keep your best friends hydrated on the go, stop by our office anytime and ask for a FREE reusable pet travel bowl, and tell your dog we said "Hi!". #MSWD #NationalDogDa...	Event	5	0	102	54	5	9.26%	0	102
August 24, 2026 11:02 AM PDT	 Carousel	 Help2Others MSWD partners with the Help 2 Others bill assistance program to help customers in a time of need, qualified customers can receive \$150 towards their water bill once every 12 months. It's quick and ...	Customer Service	5	1	310	69	6	8.7%	0	310

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Item 28.
August 20, 2026 11:11 AM PDT	 Image	 Water Matters Newsletter Stay in the know with MSWD!  The MSWD August Water Matters newsletter features information about National Water Quality Month, the annual student calendar contest, and more . The monthly newslet...	News Releases	6	0	225	75	6	8.0%	0	225
August 19, 2026 10:31 AM PDT	 Image	 New Hire Welcome We are happy to welcome new hire, Jeremy McDonald who joins us as the Water Operations Superintendent.  Jeremy brings more than 20 years of public works experience to MSWD, including 10 years man...	Worker Wed	21	0	580	288	21	7.29%	0	580
August 17, 2026 4:44 PM PDT	 Image	 Your Rates at Work Traffic Alert Your Rates at Work.   MSWD is conducting a well rehabilitation project and will begin system flushing on Tuesday, August 18. Flushing is expected to continue for approximately 72 hours. You will ...	Event	7	0	289	108	7	6.48%	0	289

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Item 28.
August 17, 2026 12:53 PM PDT	 Image	 Indio Subbasin Alternative Plan Update Join the third community workshop for the 2027 Indio Subbasin Alternative Plan Update. Date: Thursday, September 17th, 2026 Time: 1:00 PM – 3:00 PM Virtual Location: https://us06web.zoom.us/j/88...	Event	5	0	304	104	5	4.81%	0	304
August 14, 2026 11:11 AM PDT	 Video	 Flushable Wipes Reel 💧🚫 A quick, friendly reminder from our Wastewater Team! Wipes of any kind, yep, even the ones labeled “flushable” don’t break down the way toilet paper does. They can bunch up in the system and ne...	FOG/Wipes	9	0	554	373	9	2.41%	0	554
August 13, 2026 12:12 PM PDT	 Video	 Calendar Contest Back-to-school season means it's time for one of our favorite traditions... the MSWD Community Calendar Student Art Contest! 🎨 Calling all student artists in the MSWD service area (K–12): Get those...	Conservation/Reba...	8	0	430	228	8	3.51%	0	430

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Item 28.
August 11, 2026 11:11 AM PDT	 Image	 Blood Drive Promo Join us next week for our blood drive and save lives! 🩸 Sign up now for the MSWD Blood Drive on Wednesday, August 19th, 7am. - 12pm. To schedule an appointment, call 800.879.4484, or visit Istream...	Event	6	0	266	105	6	5.71%	0	266
August 10, 2026 5:29 PM PDT	 Image	 National Water Quality Month It's National Water Quality Month. 💧 Clean, safe drinking water is something we rely on every day, but how often do we stop to think about what goes into keeping it that way? At MSWD, our team wor...	Water Quality	10	0	346	126	10	7.94%	0	346
August 06, 2026 10:17 AM PDT	 Image	 Employee Highlight We're Proud to Celebrate Another Employee Achievement! 🎉 Please join us in congratulating Lisa Pelton for her promotion to Customer Service Supervisor! After serving as our Senior Customer Servic...	Worker Wed	17	1	350	175	18	10.29%	0	350

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Item 28.
August 05, 2026 3:14 PM PDT	 Image	 Congratulations Employee We are happy to share that Theresa Murphy has been reclassified to the position of Senior Engineering Technician. In this role, Theresa will continue serving our builder and developer community whi...		18	1	525	253	19	7.51%	0	525
August 03, 2026 2:07 PM PDT	 Image	 Water Quality Month 💧 It's National Water Quality Month! 💧 Our dedicated water production team takes thousands of samples a year, and tests at our wells daily throughout our service area to make sure your water excee...		7	0	342	111	7	6.31%	0	342
Total				129	3	4,770	2,132	132		0	4,770
Average				9.2	0.2	340.7	152.3	9.4	6.19%	0.0	340.7

Posts Published 4-3 (-42.9%)	Likes 174+52 (42.6%)	Views 53+27 (103.8%)	Followers 577+20 (3.6%)
Comments 9+3 (50.0%)	Impressions 5,771+3,070 (113.7%)	Clicks 169-17 (-9.1%)	Engagement Rate 15.69%+0.1 (590.2%)

3 Most Engaging Posts	3 Most Shared Posts
 Water Matters Newsletter Stay in the know with MSWD! 📄💧 The MSWD August Water Matters newsletter features information about National Water Qu... 7.97%	 Congratulations Employee We are happy to share that Theresa Murphy has been reclassified to the position of Senior Engineering Technician. In ... 0
 Employee Highlight We're Proud to Celebrate Another Employee Achievement! 🎉 Please join us in congratulating Lisa Pelton for her promoti... 7.4%	 Employee Highlight We're Proud to Celebrate Another Employee Achievement! 🎉 Please join us in congratulating Lisa Pelton for her promoti... 0
 Congratulations Employee We are happy to share that Theresa Murphy has been reclassified to the position of Senior Engineering Technician. In ... 6.68%	 New Hire Welcome We are happy to welcome new hire, Jeremy McDonald who joins us as the Water Operations Superintendent. 💧 Jeremy brin... 0

3 Least Engaging Posts



New Hire Welcome

We are happy to welcome new hire, Jeremy McDonald who joins us as the Water Operations Superintendent. 💧
Jeremy brin...

3.43%



Congratulations Employee

We are happy to share that Theresa Murphy has been reclassified to the position of Senior Engineering Technician. In ...

6.68%



Employee Highlight

We're Proud to Celebrate Another Employee Achievement! 🎉
Please join us in congratulating Lisa Pelton for her promoti...

7.4%

3 Least Shared Posts

Item 28.



Water Matters Newsletter

Stay in the know with MSWD! 💧
The MSWD August Water Matters newsletter features information about National Water Qu...

0



New Hire Welcome

We are happy to welcome new hire, Jeremy McDonald who joins us as the Water Operations Superintendent. 💧
Jeremy brin...

0



Employee Highlight

We're Proud to Celebrate Another Employee Achievement! 🎉
Please join us in congratulating Lisa Pelton for her promoti...

0

LinkedIn Post Metrics (August 1 - 31, 2026)

Item 28.

Date	Format	Post	Labels	Shares	Clicks	Engagement Rate	Reactions	Impressions	Comments
August 20, 2026 11:11 AM PDT	 Image	 Water Matters Newsletter Stay in the know with MSWD! 💧 The MSWD August Water Matters newsletter features information about National Water Quality Month, the annual student calendar contest, and more . The monthly newslet...	News Releases	0	5	7.97%	6	138	0
August 19, 2026 10:31 AM PDT	 Image	 New Hire Welcome We are happy to welcome new hire, Jeremy McDonald who joins us as the Water Operations Superintendent. 💧 Jeremy brings more than 20 years of public works experience to MSWD, including 10 years man...	Worker Wed	0	64	3.43%	52	3,502	4
August 06, 2026 10:17 AM PDT	 Image	 Employee Highlight We're Proud to Celebrate Another Employee Achievement! 🎉 Please join us in congratulating Lisa Pelton for her promotion to Customer Service Supervisor! After serving as our Senior Customer Servic...	Worker Wed	0	13	7.4%	19	446	1

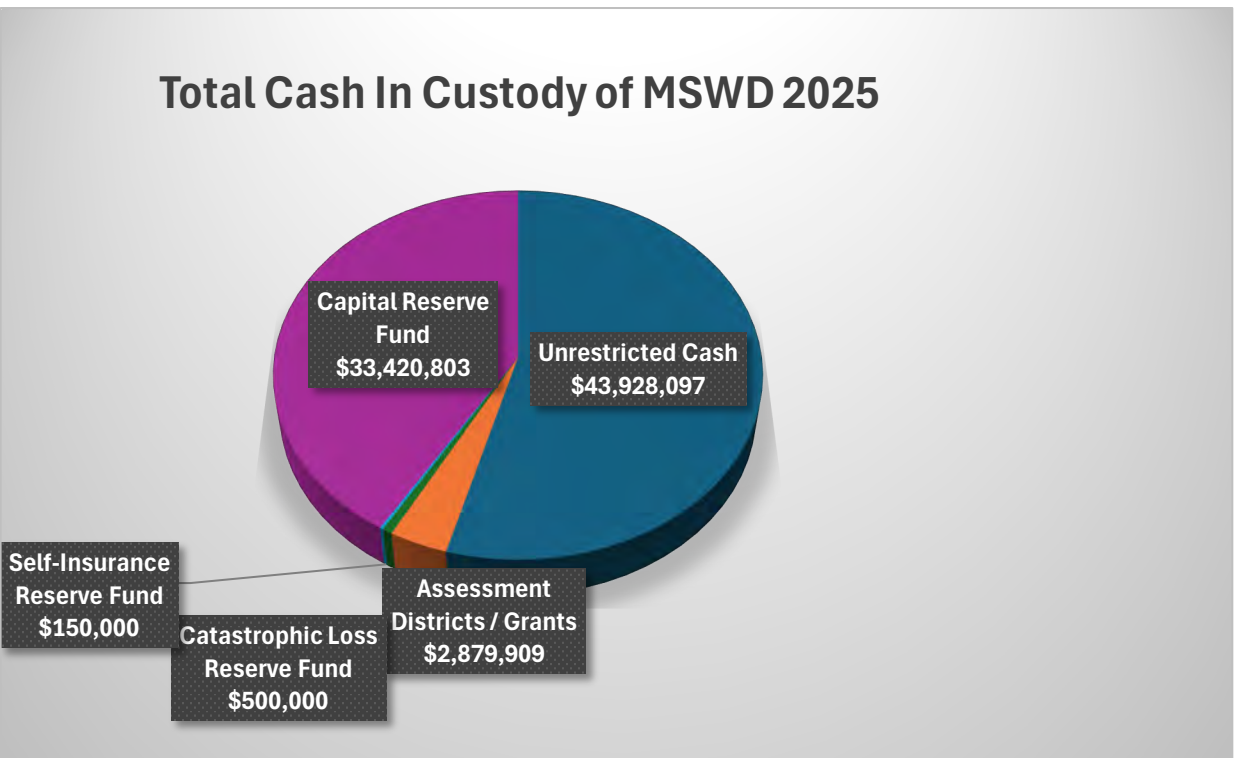
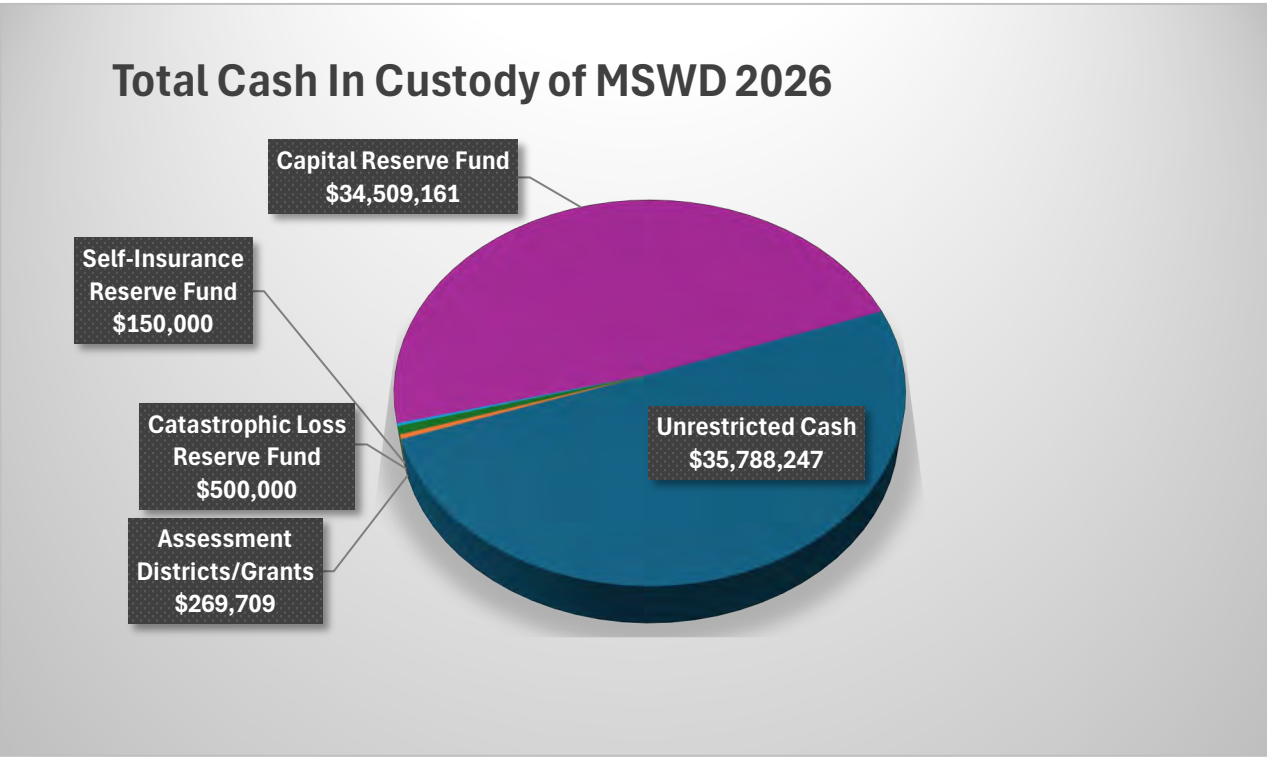
1467

Date	Format	Post	Labels	Shares	Clicks	Engagement Rate	Reactions	Impressions	Item 28.
August 05, 2026 3:14 PM PDT	 Image	 Congratulations Employee We are happy to share that Theresa Murphy has been reclassified to the position of Senior Engineering Technician. In this role, Theresa will continue serving our builder and developer community whi...	Worker Wed	0	45	6.68%	23	1,078	4
Total				0	127		100	5,164	9
Average				0.0	31.8	6.37%	25.0	1,291.0	2.3

APPENDIX D – Financial Information

MISSION SPRINGS WATER DISTRICT
COMBINED FUNDS
DISTRICT SUMMARY
JULY 1, 2026 TO JULY 31, 2026

YEAR TO DATE					JULY 1, 2025 TO JULY 31, 2025			
ACTUAL	BUDGET	FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT	FAVORABLE (UNFAVORABLE) VARIANCE PERCENT		ACTUAL	BUDGET	FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT	FAVORABLE (UNFAVORABLE) VARIANCE PERCENT
3,286,535	2,143,668	1,142,867	53%	OPERATING REVENUE:	1,489,591	1,727,735	(238,144)	-14%
1,493,555	2,640,007	1,146,451	43%	OPERATING EXPENSE:	819,578	2,244,226	1,424,648	63%
1,792,979	(496,338)	2,289,318	461%	OPERATING INCOME	670,013	(516,491)	1,186,504	230%
314,819	1,719,096	(1,404,277)	-82%	NON-OPERATING REVENUE	168,080	786,182	(618,102)	-79%
193	107,763	107,571	100%	NON-OPERATING EXPENSE	49,872	98,196	48,324	49%
314,627	1,611,333	(1,296,706)	-80%	NON-OPERATING INCOME	118,208	687,986	(569,778)	-83%
2,107,606	1,114,994	992,612	89%	CHANGE IN NET POSITION	788,221	171,495	616,726	360%
OTHER INFORMATION								
			14.44	DEBT SERVICE RATIO	6.20			
			3.79%	INVESTMENT RETURN	3.21%			
				CASH - JULY 1	\$ 82,272,246			
				INCREASE/(DECREASE) IN CASH	\$ (1,393,437)			
				CASH - END OF PERIOD	\$ 80,878,809			
				UNRESTRICTED CASH	\$ 43,928,097			
				RESTRICTED - ASSESSMENT DISTRICTS	\$ 2,879,909			
				SHORT TERM FUND	\$ 7,374,195			
				MEDIUM TERM FUND	\$ 23,750,190			
				LIQUIDITY FUND	\$ 2,946,418			
				TOTAL CASH	\$ 80,878,809			
				WELLS FARGO	\$ 35,788,247			
				WELLS FARGO	\$ 269,709			
				CALTRUST	\$ 7,647,306			
				CALTRUST	\$ 24,447,223			
				CALTRUST	\$ 3,064,632			
				CALTRUST	\$ 71,217,116			





Mission Springs Water District, CA

Income Statement Account Summary

Item 28.

For Fiscal: 2026-2027 Period Ending: 07/31/2026

		Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 101 - General						
Revenue						
101-430-44400	Returned Checks	149.94	149.94	0.00	0.00	149.94
Revenue Total:		149.94	149.94	0.00	0.00	149.94
Fund: 101 - General Total:		149.94	149.94	0.00	0.00	
Fund: 201 - Water Operating						
Revenue						
201-400-40000	Consumption Charge - Residential	564,007.64	564,007.64	606,072.77	606,072.77	-42,065.13
201-400-40100	Consumption Charge - Commercial	101,329.45	101,329.45	119,604.11	119,604.11	-18,274.66
201-400-40200	Water Consumption Charge - Land & Irrig	140,360.50	140,360.50	146,500.90	146,500.90	-6,140.40
201-400-40900	Consumption Charge - Construction	26,149.53	26,149.53	11,330.47	11,330.47	14,819.06
201-405-41000	Base Rate - Residential	235,345.82	235,345.82	78,138.03	78,138.03	157,207.79
201-405-41100	Base Rate - Commercial	19,067.37	19,067.37	17,696.97	17,696.97	1,370.40
201-405-41200	Base Rate - Landscape & Irrigation	7,441.77	7,441.77	6,545.75	6,545.75	896.02
201-405-41400	Base Rate - Construction	1,525.38	1,525.38	1,371.62	1,371.62	153.76
201-420-49000	Standby Charges From Tax Roll	15,993.60	15,993.60	-32,979.92	-32,979.92	48,973.52
201-430-42000	New Meter Installation Fees	14,994.00	14,994.00	4,191.00	4,191.00	10,803.00
201-430-42900	Temporary Construction Meter Installation ...	299.88	299.88	35.00	35.00	264.88
201-430-43000	Backup Facilities Charge	87,465.00	87,465.00	23,246.00	23,246.00	64,219.00
201-430-43050	DWA Assessment Collected	145,141.92	145,141.92	170,809.65	170,809.65	-25,667.73
201-430-43100	Front Footage Charge	5,997.60	5,997.60	0.00	0.00	5,997.60
201-430-44000	Reconnect/Disconnect Fees	6,997.20	6,997.20	7,100.00	7,100.00	-102.80
201-430-44100	Backflow Device Maintenance Fees	11,004.59	11,004.59	10,078.29	10,078.29	926.30
201-430-44110	R.P. Device & DbI Check Installations	769.69	769.69	530.00	530.00	239.69
201-430-44200	Fire Flow Charges	13,994.40	13,994.40	15,492.92	15,492.92	-1,498.52
201-430-44210	Fire Flow Tests	2,165.80	2,165.80	1,146.00	1,146.00	1,019.80
201-430-44300	Unauthorized Water Use Penalties	308.21	308.21	-450.00	-450.00	758.21
201-430-44400	Returned Check Service Charges	999.60	999.60	1,250.00	1,250.00	-250.40
201-430-44500	Delinquent Charges	24,990.00	24,990.00	56,803.14	56,803.14	-31,813.14
201-430-44600	Lien Fees-Recording/Release	999.60	999.60	644.00	644.00	355.60
Revenue Total:		1,427,348.55	1,427,348.55	1,245,156.70	1,245,156.70	182,191.85
Fund: 201 - Water Operating Total:		1,427,348.55	1,427,348.55	1,245,156.70	1,245,156.70	
Fund: 206 - Water Operating Fund WPS						
Revenue						
206-400-40000	Consumption Charge - Residential	10,895.64	10,895.64	11,012.67	11,012.67	-117.03
206-405-41000	Base Rate - Residential	6,864.25	6,864.25	6,720.40	6,720.40	143.85
206-405-41100	Base Rate - Commercial	272.39	272.39	333.99	333.99	-61.60
206-405-41200	Base Rate - Landscape & Irrigation	14.24	14.24	13.22	13.22	1.02
206-420-49000	Standby Charges From Tax Roll	2,823.87	2,823.87	0.00	0.00	2,823.87
206-430-42000	New Meter Installation Fees	1,082.90	1,082.90	0.00	0.00	1,082.90
206-430-43000	Backup Facilities Charge	6,247.50	6,247.50	0.00	0.00	6,247.50
206-430-43050	DWA Assessment Collected	2,082.50	2,082.50	2,477.99	2,477.99	-395.49
206-430-44000	Reconnect/Disconnect Fees	199.92	199.92	0.00	0.00	199.92
206-430-44100	Backflow Device Maintenance Fees	141.61	141.61	144.95	144.95	-3.34
206-430-44200	Fire Flow Charges	178.26	178.26	187.56	187.56	-9.30
206-430-44210	Fire Flow Tests	62.47	62.47	0.00	0.00	62.47
206-430-44300	Unauthorized Water Use Penalties	24.99	24.99	0.00	0.00	24.99
206-430-44400	Returned Check Service Charges	41.65	41.65	0.00	0.00	41.65
206-430-44500	Delinquent Charges	2,249.10	2,249.10	3,458.13	3,458.13	-1,209.03

Income Statement

For Fiscal: 2026-2027 Period Ending: 07

Item 28.

	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
206-430-44600					
Lien Fees-Recording/Release	49.98	49.98	49.00	49.00	0.98
Revenue Total:	33,231.27	33,231.27	24,397.91	24,397.91	8,833.36
Fund: 206 - Water Operating Fund WPS Total:	33,231.27	33,231.27	24,397.91	24,397.91	
Fund: 301 - Sewer Operating Fund					
Revenue					
301-410-41500					
Sewer Service Charge - Residential	580,242.81	580,242.81	-115,370.10	-115,370.10	695,612.91
301-410-41600					
Sewer Service Charge - Commercial	80,217.90	80,217.90	93,770.32	93,770.32	-13,552.42
301-410-46000					
Fats, Oil And Grease Permitting Fees	583.10	583.10	250.00	250.00	333.10
301-410-47000					
Industrial Pre-Treatment Noncompliance F...	0.00	0.00	2,040,000.00	2,040,000.00	-2,040,000.00
301-410-49000					
Standby Charges From Tax Roll	1,069.57	1,069.57	-1,669.94	-1,669.94	2,739.51
301-430-43000					
Backup Facilities Charge	14,577.50	14,577.50	0.00	0.00	14,577.50
301-430-43100					
Front Footage Charge	6,247.50	6,247.50	0.00	0.00	6,247.50
Revenue Total:	682,938.38	682,938.38	2,016,980.28	2,016,980.28	-1,334,041.90
Fund: 301 - Sewer Operating Fund Total:	682,938.38	682,938.38	2,016,980.28	2,016,980.28	
Total Surplus (Deficit):	2,143,668.14	2,143,668.14	3,286,534.89	3,286,534.89	

Income Statement

For Fiscal: 2026-2027 Period Ending: 07

Item 28.

Group Summary

Account Type	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 101 - General					
Revenue	149.94	149.94	0.00	0.00	149.94
Fund: 101 - General Total:	149.94	149.94	0.00	0.00	149.94
Fund: 201 - Water Operating					
Revenue	1,427,348.55	1,427,348.55	1,245,156.70	1,245,156.70	182,191.85
Fund: 201 - Water Operating Total:	1,427,348.55	1,427,348.55	1,245,156.70	1,245,156.70	182,191.85
Fund: 206 - Water Operating Fund WPS					
Revenue	33,231.27	33,231.27	24,397.91	24,397.91	8,833.36
Fund: 206 - Water Operating Fund WPS Total:	33,231.27	33,231.27	24,397.91	24,397.91	8,833.36
Fund: 301 - Sewer Operating Fund					
Revenue	682,938.38	682,938.38	2,016,980.28	2,016,980.28	-1,334,041.90
Fund: 301 - Sewer Operating Fund Total:	682,938.38	682,938.38	2,016,980.28	2,016,980.28	-1,334,041.90
Total Surplus (Deficit):	2,143,668.14	2,143,668.14	3,286,534.89	3,286,534.89	

Fund Summary

Fund	Original	Current	MTD Activity	YTD Activity	Budget
	YTD Budget	YTD Budget			Remaining
101 - General	149.94	149.94	0.00	0.00	149.94
201 - Water Operating	1,427,348.55	1,427,348.55	1,245,156.70	1,245,156.70	182,191.85
206 - Water Operating Fund...	33,231.27	33,231.27	24,397.91	24,397.91	8,833.36
301 - Sewer Operating Fund	682,938.38	682,938.38	2,016,980.28	2,016,980.28	-1,334,041.90
Total Surplus (Deficit):	2,143,668.14	2,143,668.14	3,286,534.89	3,286,534.89	



Mission Springs Water District, CA

Income Statement Account Summary

Item 28.

For Fiscal: 2026-2027 Period Ending: 07/31/2026

		Original	Current			Budget
		YTD Budget	YTD Budget	MTD Activity	YTD Activity	Remaining
Fund: 101 - General						
Expense						
101-500-50000	Regular Pay	121,314.37	121,314.37	36,006.20	36,006.20	85,308.17
101-500-50200	Federal Payroll Taxes	42,511.57	42,511.57	26,051.94	26,051.94	16,459.63
101-500-50210	State Payroll Taxes	1,255.58	1,255.58	80.73	80.73	1,174.85
101-500-50400	Benefit - Medical Insurance	127,941.63	127,941.63	250,227.40	250,227.40	-122,285.77
101-500-50405	Benefit - Medical Insurance Retiree	2,438.02	2,438.02	0.00	0.00	2,438.02
101-500-50410	Benefit - Other Insurance	1,595.02	1,595.02	0.00	0.00	1,595.02
101-500-50420	Benefit - Worker Comp. Insurance	15,249.98	15,249.98	0.00	0.00	15,249.98
101-500-50450	Benefit - Retirement CalPERS	90,614.57	90,614.57	26,569.39	26,569.39	64,045.18
101-500-50451	Benefit - Retirement CalPERS Fees	416.83	416.83	0.00	0.00	416.83
101-500-50455	Benefit - Retirement 457	16,164.86	16,164.86	943.92	943.92	15,220.94
101-500-50499	Benefit - Clearing	-405,913.90	-405,913.90	0.00	0.00	-405,913.90
101-500-53000	Outside Services	291.88	291.88	0.00	0.00	291.88
101-500-53560	Legal	40,817.00	40,817.00	10,746.18	10,746.18	30,070.82
101-500-57000	Insurance - Liability	25,889.64	25,889.64	790.00	790.00	25,099.64
101-500-57100	Insurance - Auto	2,915.50	2,915.50	0.00	0.00	2,915.50
101-500-57200	Insurance - Property	1,499.40	1,499.40	0.00	0.00	1,499.40
101-500-57300	Insurance - Fidelity Bond	149.94	149.94	0.00	0.00	149.94
101-500-57301	Insurance - Inland Marine	249.90	249.90	0.00	0.00	249.90
101-501-50000	Regular Pay	64,366.40	64,366.40	86,614.99	86,614.99	-22,248.59
101-501-50010	Overtime Pay	1,255.08	1,255.08	136.35	136.35	1,118.73
101-501-50030	Other Compensation-Term Life Insurance	0.00	0.00	238.31	238.31	-238.31
101-501-50032	Other Compensation-Auto Allowance	3,432.62	3,432.62	2,614.65	2,614.65	817.97
101-501-50034	Other Compensation-Bilingual Pay	2,199.12	2,199.12	1,725.00	1,725.00	474.12
101-501-50036	Other Compensation-Certification Pay	2,915.50	2,915.50	4,001.47	4,001.47	-1,085.97
101-501-50491	Benefits - Allocated	34,153.00	34,153.00	0.00	0.00	34,153.00
101-501-50600	Training And Education	5,514.79	5,514.79	242.58	242.58	5,272.21
101-501-53000	Outside Services	17,485.00	17,485.00	0.00	0.00	17,485.00
101-501-53110	Advertising	499.80	499.80	0.00	0.00	499.80
101-501-54000	Materials Unclassified	766.36	766.36	44.98	44.98	721.38
101-501-54910	Business - Meals	1,074.57	1,074.57	129.37	129.37	945.20
101-501-56010	Membership Dues - Not Detailed	3,446.28	3,446.28	6,538.10	6,538.10	-3,091.82
101-501-56100	Membership Dues - A.C.W.A.	2,771.89	2,771.89	0.00	0.00	2,771.89
101-501-56200	Publications	41.98	41.98	0.00	0.00	41.98
101-501-58000	Permits And Regulatory Fees	416.83	416.83	0.00	0.00	416.83
101-503-50000	Regular Pay	20,772.68	20,772.68	11,572.76	11,572.76	9,199.92
101-503-50491	Benefits - Allocated	11,415.84	11,415.84	0.00	0.00	11,415.84
101-503-50600	Training And Education	1,849.26	1,849.26	572.00	572.00	1,277.26
101-503-50700	Employee Recruitment & Retention	1,166.53	1,166.53	20.73	20.73	1,145.80
101-503-53000	Outside Services	9,583.66	9,583.66	473.15	473.15	9,110.51
101-503-53110	Advertising	0.00	0.00	1,806.50	1,806.50	-1,806.50
101-503-53180	Employee Physical Examinations	249.90	249.90	0.00	0.00	249.90
101-503-54000	Materials Unclassified	1,499.40	1,499.40	216.32	216.32	1,283.08
101-503-54320	Awards And Memorabilia	99.96	99.96	0.00	0.00	99.96
101-503-56010	Membership Dues - Not Detailed	708.05	708.05	0.00	0.00	708.05
101-503-56200	Publications	83.30	83.30	0.00	0.00	83.30
101-505-50000	Regular Pay	16,660.00	16,660.00	14,007.43	14,007.43	2,652.57
101-505-50010	Overtime Pay	0.00	0.00	55.06	55.06	-55.06
101-505-50491	Benefits - Allocated	9,996.00	9,996.00	0.00	0.00	9,996.00
101-505-50600	Training And Education	1,332.46	1,332.46	539.94	539.94	792.52
101-505-51010	Groundwater Education	1,332.46	1,332.46	0.00	0.00	1,332.46
101-505-53000	Outside Services	46,938.88	46,938.88	25,193.02	25,193.02	21,745.86

Income Statement

For Fiscal: 2026-2027 Period Ending: 07

Item 28.

		Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
101-505-53100	Printing Costs	3,581.56	3,581.56	694.28	694.28	2,887.28
101-505-53110	Advertising	6,247.50	6,247.50	0.00	0.00	6,247.50
101-505-54000	Materials Unclassified	8,037.78	8,037.78	54.32	54.32	7,983.46
101-505-56010	Membership Dues - Not Detailed	128.94	128.94	0.00	0.00	128.94
101-505-56200	Publications	12.99	12.99	16.99	16.99	-4.00
101-507-50000	Regular Pay	29,121.92	29,121.92	34,480.94	34,480.94	-5,359.02
101-507-50010	Overtime Pay	333.20	333.20	0.00	0.00	333.20
101-507-50491	Benefits - Allocated	16,660.00	16,660.00	0.00	0.00	16,660.00
101-507-50600	Training And Education	833.00	833.00	0.00	0.00	833.00
101-507-52110	Cellular Telephone	583.10	583.10	969.79	969.79	-386.69
101-507-53000	Outside Services	42,694.58	42,694.58	4,758.70	4,758.70	37,935.88
101-507-53130	Blueprint Services	208.25	208.25	0.00	0.00	208.25
101-507-53450	Consulting Engineer	26,139.54	26,139.54	0.00	0.00	26,139.54
101-507-54200	Tools	283.22	283.22	0.00	0.00	283.22
101-507-54300	Office Supplies	416.50	416.50	0.00	0.00	416.50
101-507-56010	Membership Dues - Not Detailed	166.60	166.60	0.00	0.00	166.60
101-507-56200	Publications	208.25	208.25	0.00	0.00	208.25
101-507-58000	Permits And Regulatory Fees	249.90	249.90	0.00	0.00	249.90
101-509-50000	Regular Pay	33,277.51	33,277.51	41,428.67	41,428.67	-8,151.16
101-509-50010	Overtime Pay	25.73	25.73	0.00	0.00	25.73
101-509-50491	Benefits - Allocated	20,485.30	20,485.30	0.00	0.00	20,485.30
101-509-50600	Training and Education	2,399.04	2,399.04	0.00	0.00	2,399.04
101-509-53000	Outside Services	17,293.08	17,993.08	3,700.00	3,700.00	14,293.08
101-509-54000	Materials Unclassified	1,699.32	1,699.32	0.00	0.00	1,699.32
101-511-50000	Regular Pay	24,157.00	24,157.00	23,497.16	23,497.16	659.84
101-511-50010	Overtime Pay	8.57	8.57	0.00	0.00	8.57
101-511-50491	Benefits - Allocated	20,825.00	20,825.00	0.00	0.00	20,825.00
101-511-50600	Training And Education	1,249.50	1,249.50	0.00	0.00	1,249.50
101-511-53000	Outside Services	16,676.66	16,676.66	7,120.29	7,120.29	9,556.37
101-511-53100	Printing Costs	499.80	499.80	0.00	0.00	499.80
101-513-50000	Regular Pay	8,330.00	8,330.00	6,470.22	6,470.22	1,859.78
101-513-50491	Benefits - Allocated	5,077.63	5,077.63	0.00	0.00	5,077.63
101-513-50600	Training And Education	1,384.27	1,384.27	130.00	130.00	1,254.27
101-513-53000	Outside Services	699.72	-0.28	5,500.00	5,500.00	-5,500.28
101-513-53300	Computer Service Contract	45,991.59	45,991.59	34,862.26	34,862.26	11,129.33
101-513-53310	Software Support Contract	2,535.73	2,535.73	4,026.00	4,026.00	-1,490.27
101-513-53320	Outside Computer Services	71,612.67	71,612.67	43,465.50	43,465.50	28,147.17
101-513-54000	Materials Unclassified	2,970.47	2,970.47	1,584.18	1,584.18	1,386.29
101-515-50000	Regular Pay	3,813.55	3,813.55	5,717.07	5,717.07	-1,903.52
101-515-50010	Overtime Pay	41.65	41.65	0.00	0.00	41.65
101-515-50491	Benefits - Allocated	2,915.50	2,915.50	0.00	0.00	2,915.50
101-515-53125	Pest And Insect Control - Other	583.10	583.10	0.00	0.00	583.10
101-515-53140	Office Cleaning	4,165.00	4,165.00	0.00	0.00	4,165.00
101-515-53150	Security Services	291.55	291.55	0.00	0.00	291.55
101-515-53160	Waste Disposal	1,133.54	1,133.54	0.00	0.00	1,133.54
101-515-54000	Materials Unclassified	10,937.62	10,937.62	814.97	814.97	10,122.65
101-517-50000	Regular Pay	5,163.18	5,163.18	4,861.21	4,861.21	301.97
101-517-50491	Benefits - Allocated	2,499.00	2,499.00	0.00	0.00	2,499.00
101-517-53000	Outside Services	432.82	432.82	0.00	0.00	432.82
101-517-53420	Vehicle Leases	33,320.00	33,320.00	35,704.32	35,704.32	-2,384.32
101-517-54000	Materials Unclassified	3,778.48	3,778.48	492.34	492.34	3,286.14
101-517-54400	Fuel - Gasoline	7,913.50	7,913.50	8,810.33	8,810.33	-896.83
101-517-54410	Fuel - Diesel	4,165.00	4,165.00	2,932.27	2,932.27	1,232.73
101-517-54440	Vehicle And Equipment Repair Parts	10,829.00	10,829.00	18,920.75	18,920.75	-8,091.75
101-517-54520	Welding Supplies Other Than Gases	249.90	249.90	0.00	0.00	249.90
101-517-59200	Capital Purchases	14,577.50	14,577.50	0.00	0.00	14,577.50
101-519-50000	Regular Pay	8,330.00	8,330.00	8,231.25	8,231.25	98.75
101-519-50010	Overtime Pay	85.79	85.79	537.42	537.42	-451.63
101-519-50491	Benefits - Allocated	8,330.00	8,330.00	0.00	0.00	8,330.00

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		Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
101-519-50600	Training And Education	108.29	108.29	549.00	549.00	-440.71
101-519-52000	Electric Utility	5,870.06	5,870.06	-4,305.94	-4,305.94	10,176.00
101-519-52100	Regular Telephone	2,915.50	2,915.50	2,334.97	2,334.97	580.53
101-519-52110	Cellular Telephone	999.60	999.60	614.25	614.25	385.35
101-519-52200	Southern California Gas	166.60	166.60	0.00	0.00	166.60
101-519-53000	Outside Services	15,713.71	15,713.71	0.00	0.00	15,713.71
101-519-53120	Office Equipment Service Contract	1,249.50	1,249.50	2,002.53	2,002.53	-753.03
101-519-53125	Office Equipment Rental	333.20	333.20	0.00	0.00	333.20
101-519-53200	Armored Car Services	624.75	624.75	540.06	540.06	84.69
101-519-53210	Bank Service Charges	6,847.26	6,847.26	55.95	55.95	6,791.31
101-519-53220	Credit Card Merchant Discount Fees	14,994.00	14,994.00	19,651.40	19,651.40	-4,657.40
101-519-54000	Materials Unclassified	4,994.66	4,994.66	3,016.82	3,016.82	1,977.84
101-519-54300	Office Supplies	2,457.35	2,457.35	621.77	621.77	1,835.58
101-519-54310	Postage	399.84	399.84	500.00	500.00	-100.16
101-519-58010	County Administrative Charges	666.40	666.40	0.00	0.00	666.40
101-521-50000	Regular Pay	8,683.85	8,683.85	8,361.86	8,361.86	321.99
101-521-50010	Overtime Pay	0.00	0.00	90.90	90.90	-90.90
101-521-50100	Directors Fees	13,744.50	13,744.50	12,750.00	12,750.00	994.50
101-521-50491	Benefits - Allocated	6,356.28	6,356.28	0.00	0.00	6,356.28
101-521-50600	Training And Education	5,287.88	5,287.88	1,169.15	1,169.15	4,118.73
101-521-53000	Outside Services	2,374.05	2,374.05	0.00	0.00	2,374.05
101-521-54000	Materials Unclassified	99.96	99.96	75.37	75.37	24.59
101-700-59000	Depreciation	25,989.60	25,989.60	0.00	0.00	25,989.60
101-700-59100	Amortization - Leases	19,159.00	19,159.00	0.00	0.00	19,159.00
Expense Total:		1,026,126.33	1,026,126.33	855,967.79	855,967.79	170,158.54
Fund: 101 - General Total:		1,026,126.33	1,026,126.33	855,967.79	855,967.79	

Fund: 201 - Water Operating

Expense						
201-420-53170	Standby Reports	1,332.80	1,332.80	0.00	0.00	1,332.80
201-505-53000	Outside Services	1,249.50	1,249.50	1,050.00	1,050.00	199.50
201-505-54000	Materials Unclassified	9,580.16	9,580.16	108.43	108.43	9,471.73
201-507-53450	Consulting Engineer	5,497.80	5,497.80	0.00	0.00	5,497.80
201-511-50000	Regular Pay	24,990.00	24,990.00	23,907.74	23,907.74	1,082.26
201-511-50010	Overtime Pay	310.70	310.70	739.11	739.11	-428.41
201-511-50491	Benefits - Allocated	20,825.00	20,825.00	0.00	0.00	20,825.00
201-511-54000	Materials Unclassified	416.50	416.50	0.00	0.00	416.50
201-519-58010	County Administrative Charges	833.00	833.00	0.00	0.00	833.00
201-540-50020	Standby Overtime Pay	11,662.00	11,662.00	11,735.93	11,735.93	-73.93
201-540-51000	Ground Water Replenishment Assessments	161,235.48	161,235.48	0.00	0.00	161,235.48
201-540-53450	Consulting Engineer	1,541.05	1,541.05	2,279.50	2,279.50	-738.45
201-540-54100	System Repair Parts	0.00	0.00	-1,078.36	-1,078.36	1,078.36
201-542-50000	Regular Pay	28,322.00	28,322.00	32,622.34	32,622.34	-4,300.34
201-542-50010	Overtime Pay	4,165.00	4,165.00	2,257.05	2,257.05	1,907.95
201-542-50491	Benefits - Allocated	24,990.00	24,990.00	0.00	0.00	24,990.00
201-542-50600	Training And Education	833.00	833.00	198.00	198.00	635.00
201-542-52000	Electric Utility	166,600.00	166,600.00	180,567.58	180,567.58	-13,967.58
201-542-52110	Cellular Telephone	666.40	666.40	271.53	271.53	394.87
201-542-53000	Outside Services	42,483.00	42,483.00	30.02	30.02	42,452.98
201-542-53470	Laboratory Services	4,165.00	7,365.00	0.00	0.00	7,365.00
201-542-54000	Materials Unclassified	10,595.76	10,595.76	12,299.25	12,299.25	-1,703.49
201-542-54100	System Repair Parts	1,249.50	1,249.50	702.47	702.47	547.03
201-542-54200	Tools	666.40	666.40	592.92	592.92	73.48
201-542-54430	Oils And Lubricants	874.65	-2,325.35	0.00	0.00	-2,325.35
201-542-54500	Liquid Chlorine	8,330.00	8,330.00	10,368.24	10,368.24	-2,038.24
201-542-58000	Permits And Regulatory Fees	5,081.30	5,081.30	0.00	0.00	5,081.30
201-542-59200	Capital Purchases	13,328.00	13,328.00	0.00	0.00	13,328.00
201-544-50000	Regular Pay	63,014.36	63,014.36	73,231.90	73,231.90	-10,217.54
201-544-50010	Overtime Pay	6,328.55	6,328.55	10,827.85	10,827.85	-4,499.30
201-544-50491	Benefits - Allocated	52,062.50	52,062.50	0.00	0.00	52,062.50

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		Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
201-544-50600	Training And Education	2,499.33	2,499.33	495.00	495.00	2,004.33
201-544-52110	Cellular Telephone	1,249.50	1,249.50	1,222.06	1,222.06	27.44
201-544-53000	Outside Services	2,290.41	2,290.41	606.10	606.10	1,684.31
201-544-53160	Waste Disposal	1,079.56	1,079.56	0.00	0.00	1,079.56
201-544-53490	Paving Services	33,320.00	33,320.00	0.00	0.00	33,320.00
201-544-54000	Materials Unclassified	33,337.99	33,337.99	0.00	0.00	33,337.99
201-544-54010	Inventory Adjustments	999.60	999.60	0.00	0.00	999.60
201-544-54100	System Repair Parts	28,738.50	28,738.50	0.00	0.00	28,738.50
201-544-54200	Tools	4,998.00	4,998.00	2,065.15	2,065.15	2,932.85
201-544-54510	Asphalt Purchased	833.00	833.00	0.00	0.00	833.00
201-544-54530	Sand And Gravel For Fill	583.10	583.10	0.00	0.00	583.10
201-544-58000	Permits And Regulatory Fees	4,456.55	4,456.55	3,859.00	3,859.00	597.55
201-544-59200	Capital Purchases	7,605.29	7,605.29	0.00	0.00	7,605.29
201-700-59000	Depreciation	202,219.08	202,219.08	0.00	0.00	202,219.08
201-700-59100	Amortization - Leases	10,829.00	10,829.00	0.00	0.00	10,829.00
201-700-59110	Amortization Of Costs Of Issuance	0.00	23,214.29	23,285.71	23,285.71	-71.42
Expense Total:		1,008,268.32	1,031,482.61	394,244.52	394,244.52	637,238.09
Fund: 201 - Water Operating Total:		1,008,268.32	1,031,482.61	394,244.52	394,244.52	

Fund: 206 - Water Operating Fund WPS

Expense						
206-420-53170	Standby Reports	166.60	166.60	0.00	0.00	166.60
206-511-50000	Regular Pay	256.14	256.14	0.00	0.00	256.14
206-540-50020	Standby Overtime Pay	45.14	45.14	0.00	0.00	45.14
206-540-51000	Ground Water Replenishment Assessments	3,198.72	3,198.72	0.00	0.00	3,198.72
206-542-50000	Regular Pay	1,574.78	1,574.78	5,648.48	5,648.48	-4,073.70
206-542-50010	Overtime Pay	208.25	208.25	465.18	465.18	-256.93
206-542-50491	Benefits - Allocated	1,249.50	1,249.50	0.00	0.00	1,249.50
206-542-52000	Electric Utility	9,783.75	9,783.75	9,842.62	9,842.62	-58.87
206-542-53000	Outside Services	6,080.90	6,080.90	530.00	530.00	5,550.90
206-542-54000	Materials Unclassified	1,707.65	1,707.65	0.00	0.00	1,707.65
206-542-58000	Permits And Regulatory Fees	249.90	249.90	0.00	0.00	249.90
206-544-50000	Regular Pay	4,581.50	4,581.50	6,549.36	6,549.36	-1,967.86
206-544-50010	Overtime Pay	499.80	499.80	383.06	383.06	116.74
206-544-50491	Benefits - Allocated	4,165.00	4,165.00	0.00	0.00	4,165.00
206-600-58010	County Administrative Charges	439.82	439.82	0.00	0.00	439.82
206-700-59000	Depreciation	4,998.00	4,998.00	0.00	0.00	4,998.00
Expense Total:		39,205.45	39,205.45	23,418.70	23,418.70	15,786.75
Fund: 206 - Water Operating Fund WPS Total:		39,205.45	39,205.45	23,418.70	23,418.70	

Fund: 301 - Sewer Operating Fund

Expense						
301-420-53170	Standby Reports	416.50	416.50	0.00	0.00	416.50
301-507-53000	Outside Services	10,100.12	10,100.12	0.00	0.00	10,100.12
301-519-58010	County Administrative Charges	416.50	416.50	0.00	0.00	416.50
301-580-50000	Regular Pay	10,829.00	10,829.00	8,068.53	8,068.53	2,760.47
301-580-50010	Overtime Pay	1,312.64	1,312.64	1,629.96	1,629.96	-317.32
301-580-50020	Standby Overtime Pay	12,495.00	12,495.00	10,015.32	10,015.32	2,479.68
301-580-50491	Benefits - Allocated	13,158.98	13,158.98	0.00	0.00	13,158.98
301-580-50600	Training and Education	458.15	458.15	0.00	0.00	458.15
301-580-53000	Outside Services	9,163.00	9,163.00	0.00	0.00	9,163.00
301-580-53330	Subscriptions	1,707.65	1,707.65	1,250.00	1,250.00	457.65
301-580-54000	Materials Unclassified	6,455.75	6,455.75	0.00	0.00	6,455.75
301-580-54100	System Repair Parts	2,457.35	2,457.35	4,591.80	4,591.80	-2,134.45
301-580-54101	Emergency Repairs	833.00	833.00	0.00	0.00	833.00
301-580-54200	Tools	1,582.70	1,582.70	1,597.91	1,597.91	-15.21
301-580-58000	Permits and Regulatory Fees	1,124.55	1,124.55	0.00	0.00	1,124.55
301-580-59200	Capital Purchases	2,915.50	2,915.50	0.00	0.00	2,915.50
301-582-50000	Regular Pay	55,210.40	55,210.40	67,653.25	67,653.25	-12,442.85
301-582-50010	Overtime Pay	3,332.00	3,332.00	3,712.08	3,712.08	-380.08

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		Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
301-582-50050	Temporary Staff	9,996.00	9,996.00	8,023.68	8,023.68	1,972.32
301-582-50491	Benefits - Allocated	41,650.00	41,650.00	0.00	0.00	41,650.00
301-582-50600	Training And Education	749.70	749.70	297.00	297.00	452.70
301-582-52000	Electric Utility	53,117.74	53,117.74	49,123.18	49,123.18	3,994.56
301-582-52110	Cellular Telephone	791.35	791.35	538.37	538.37	252.98
301-582-53000	Outside Services	15,452.15	15,452.15	0.00	0.00	15,452.15
301-582-53150	Security Services	458.15	458.15	1,318.32	1,318.32	-860.17
301-582-53330	Subscriptions	1,457.75	1,457.75	8,875.44	8,875.44	-7,417.69
301-582-53465	Sewer Solids Hauling	38,318.00	38,318.00	26,894.04	26,894.04	11,423.96
301-582-53480	Rental Equipment	541.45	541.45	0.00	0.00	541.45
301-582-54000	Materials Unclassified	21,949.55	21,949.55	5,503.43	5,503.43	16,446.12
301-582-54100	System Repair Parts	0.00	0.00	1,082.09	1,082.09	-1,082.09
301-582-54101	Emergency Repairs	5,414.50	5,414.50	0.00	0.00	5,414.50
301-582-54200	Tools	999.60	999.60	0.00	0.00	999.60
301-582-54420	Fuel	1,332.80	1,332.80	0.00	0.00	1,332.80
301-582-54430	Oils And Lubricants	416.50	416.50	0.00	0.00	416.50
301-582-54540	Laboratory Supplies & Equipment	2,915.50	2,915.50	4,753.76	4,753.76	-1,838.26
301-582-56010	Membership Dues - Not Detailed	674.73	674.73	237.00	237.00	437.73
301-582-58000	Permits And Regulatory Fees	9,496.20	9,496.20	0.00	0.00	9,496.20
301-582-58001	Regulatory Sampling	7,746.90	7,746.90	5,445.00	5,445.00	2,301.90
301-582-59200	Capital Purchases	13,911.10	13,911.10	0.00	0.00	13,911.10
301-700-59000	Depreciation	169,932.00	169,932.00	0.00	0.00	169,932.00
301-700-59100	Amortization - Leases	2,499.00	2,499.00	0.00	0.00	2,499.00
301-700-59110	Amortization Of Costs Of Issuance	0.00	9,285.71	9,314.29	9,314.29	-28.58
Expense Total:		533,789.46	543,075.17	219,924.45	219,924.45	323,150.72
Fund: 301 - Sewer Operating Fund Total:		533,789.46	543,075.17	219,924.45	219,924.45	
Fund: 306 - Assessment District 11						
Expense						
306-582-54430	Oils And Lubricants	116.95	116.95	0.00	0.00	116.95
Expense Total:		116.95	116.95	0.00	0.00	116.95
Fund: 306 - Assessment District 11 Total:		116.95	116.95	0.00	0.00	
Total Surplus (Deficit):		-2,607,506.51	-2,640,006.51	-1,493,555.46	-1,493,555.46	

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Group Summary

Account Type	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 101 - General					
Expense	1,026,126.33	1,026,126.33	855,967.79	855,967.79	170,158.54
Fund: 101 - General Total:	1,026,126.33	1,026,126.33	855,967.79	855,967.79	170,158.54
Fund: 201 - Water Operating					
Expense	1,008,268.32	1,031,482.61	394,244.52	394,244.52	637,238.09
Fund: 201 - Water Operating Total:	1,008,268.32	1,031,482.61	394,244.52	394,244.52	637,238.09
Fund: 206 - Water Operating Fund WPS					
Expense	39,205.45	39,205.45	23,418.70	23,418.70	15,786.75
Fund: 206 - Water Operating Fund WPS Total:	39,205.45	39,205.45	23,418.70	23,418.70	15,786.75
Fund: 301 - Sewer Operating Fund					
Expense	533,789.46	543,075.17	219,924.45	219,924.45	323,150.72
Fund: 301 - Sewer Operating Fund Total:	533,789.46	543,075.17	219,924.45	219,924.45	323,150.72
Fund: 306 - Assessment District 11					
Expense	116.95	116.95	0.00	0.00	116.95
Fund: 306 - Assessment District 11 Total:	116.95	116.95	0.00	0.00	116.95
Total Surplus (Deficit):	-2,607,506.51	-2,640,006.51	-1,493,555.46	-1,493,555.46	

Fund Summary

Fund	Original	Current	MTD Activity	YTD Activity	Budget
	YTD Budget	YTD Budget			Remaining
101 - General	-1,026,126.33	-1,026,126.33	-855,967.79	-855,967.79	-170,158.54
201 - Water Operating	-1,008,268.32	-1,031,482.61	-394,244.52	-394,244.52	-637,238.09
206 - Water Operating Fund...	-39,205.45	-39,205.45	-23,418.70	-23,418.70	-15,786.75
301 - Sewer Operating Fund	-533,789.46	-543,075.17	-219,924.45	-219,924.45	-323,150.72
306 - Assessment District 11	-116.95	-116.95	0.00	0.00	-116.95
Total Surplus (Deficit):	-2,607,506.51	-2,640,006.51	-1,493,555.46	-1,493,555.46	



Mission Springs Water District, CA

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		Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 101 - General						
Revenue						
101-420-60000	General Purpose Property Taxes	108,801.29	108,801.29	-36,408.76	-36,408.76	145,210.05
101-440-61000	Interest - Non-Restricted	37,485.00	37,485.00	0.00	0.00	37,485.00
101-440-61100	Interest - Restricted	11,662.00	11,662.00	0.00	0.00	11,662.00
101-440-62100	State and Local Grant Revenue	20,825.00	20,825.00	0.00	0.00	20,825.00
101-440-68000	Electric Utility - Excess Solar Energy Credits	13,894.44	13,894.44	12,789.81	12,789.81	1,104.63
101-600-68800	Lease Revenue - GASB 87	6,664.00	6,664.00	0.00	0.00	6,664.00
	Revenue Total:	199,331.73	199,331.73	-23,618.95	-23,618.95	222,950.68
	Fund: 101 - General Total:	199,331.73	199,331.73	-23,618.95	-23,618.95	
Fund: 201 - Water Operating						
Revenue						
201-420-60000	General Purpose Property Taxes	100,727.52	100,727.52	-46,416.80	-46,416.80	147,144.32
201-440-61000	Interest - Non-Restricted	23,655.53	23,655.53	0.00	0.00	23,655.53
201-440-61100	Interest - Restricted	89,964.00	89,964.00	0.00	0.00	89,964.00
201-440-68100	Cell Tower Lease	8,746.50	8,746.50	14,392.36	14,392.36	-5,645.86
201-440-68200	Enersponse Program Rebates	624.75	624.75	669.47	669.47	-44.72
201-600-68700	Gain/Loss On Disposition Of Fixed Assets	0.00	0.00	38,600.00	38,600.00	-38,600.00
	Revenue Total:	223,718.30	223,718.30	7,245.03	7,245.03	216,473.27
	Fund: 201 - Water Operating Total:	223,718.30	223,718.30	7,245.03	7,245.03	
Fund: 202 - Improvement District 2						
Revenue						
202-440-61100	Interest - Restricted	119.95	119.95	0.00	0.00	119.95
	Revenue Total:	119.95	119.95	0.00	0.00	119.95
	Fund: 202 - Improvement District 2 Total:	119.95	119.95	0.00	0.00	
Fund: 204 - Assessment District 5						
Revenue						
204-440-61100	Interest - Restricted	349.86	349.86	0.00	0.00	349.86
	Revenue Total:	349.86	349.86	0.00	0.00	349.86
	Fund: 204 - Assessment District 5 Total:	349.86	349.86	0.00	0.00	
Fund: 206 - Water Operating Fund WPS						
Revenue						
206-420-60000	General Purpose Property Taxes	39,273.53	39,273.53	0.00	0.00	39,273.53
206-440-61000	Interest - Non-Restricted	8,330.00	8,330.00	0.00	0.00	8,330.00
206-440-61100	Interest - Restricted	3,298.68	3,298.68	0.00	0.00	3,298.68
	Revenue Total:	50,902.21	50,902.21	0.00	0.00	50,902.21
	Fund: 206 - Water Operating Fund WPS Total:	50,902.21	50,902.21	0.00	0.00	
Fund: 301 - Sewer Operating Fund						
Revenue						
301-420-60000	General Purpose Property Taxes	77,412.77	77,412.77	-20,728.12	-20,728.12	98,140.89
301-440-61000	Interest - Non-Restricted	37,485.00	37,485.00	-6,700.85	-6,700.85	44,185.85
301-440-61100	Interest - Restricted	58,310.00	58,310.00	0.00	0.00	58,310.00
301-600-62100	State and Local Grant Revenue	998,299.93	998,299.93	0.00	0.00	998,299.93
	Revenue Total:	1,171,507.70	1,171,507.70	-27,428.97	-27,428.97	1,198,936.67
	Fund: 301 - Sewer Operating Fund Total:	1,171,507.70	1,171,507.70	-27,428.97	-27,428.97	

Income Statement

For Fiscal: 2026-2027 Period Ending: 07

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		Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 302 - Assessment District 1						
Revenue						
302-440-61100	Interest - Restricted	3.99	3.99	0.00	0.00	3.99
	Revenue Total:	3.99	3.99	0.00	0.00	3.99
	Fund: 302 - Assessment District 1 Total:	3.99	3.99	0.00	0.00	
Fund: 303 - Assessment District 3						
Revenue						
303-440-61100	Interest - Restricted	999.60	999.60	0.00	0.00	999.60
	Revenue Total:	999.60	999.60	0.00	0.00	999.60
	Fund: 303 - Assessment District 3 Total:	999.60	999.60	0.00	0.00	
Fund: 304 - Assessment District 4						
Revenue						
304-440-61100	Interest - Restricted	83.30	83.30	0.00	0.00	83.30
	Revenue Total:	83.30	83.30	0.00	0.00	83.30
	Fund: 304 - Assessment District 4 Total:	83.30	83.30	0.00	0.00	
Fund: 305 - Assessment District 7						
Revenue						
305-440-61100	Interest - Restricted	24.99	24.99	0.00	0.00	24.99
	Revenue Total:	24.99	24.99	0.00	0.00	24.99
	Fund: 305 - Assessment District 7 Total:	24.99	24.99	0.00	0.00	
Fund: 306 - Assessment District 11						
Revenue						
306-440-61100	Interest - Restricted	1,249.50	1,249.50	0.00	0.00	1,249.50
	Revenue Total:	1,249.50	1,249.50	0.00	0.00	1,249.50
	Fund: 306 - Assessment District 11 Total:	1,249.50	1,249.50	0.00	0.00	
Fund: 308 - Assessment District 12						
Revenue						
308-440-61100	Interest - Restricted	70,805.00	70,805.00	-57,466.03	-57,466.03	128,271.03
	Revenue Total:	70,805.00	70,805.00	-57,466.03	-57,466.03	128,271.03
	Fund: 308 - Assessment District 12 Total:	70,805.00	70,805.00	-57,466.03	-57,466.03	
	Total Surplus (Deficit):	1,719,096.13	1,719,096.13	-101,268.92	-101,268.92	

Income Statement

For Fiscal: 2026-2027 Period Ending: 07/

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Group Summary

Account Type	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 101 - General					
Revenue	199,331.73	199,331.73	-23,618.95	-23,618.95	222,950.68
Fund: 101 - General Total:	199,331.73	199,331.73	-23,618.95	-23,618.95	222,950.68
Fund: 201 - Water Operating					
Revenue	223,718.30	223,718.30	7,245.03	7,245.03	216,473.27
Fund: 201 - Water Operating Total:	223,718.30	223,718.30	7,245.03	7,245.03	216,473.27
Fund: 202 - Improvement District 2					
Revenue	119.95	119.95	0.00	0.00	119.95
Fund: 202 - Improvement District 2 Total:	119.95	119.95	0.00	0.00	119.95
Fund: 204 - Assessment District 5					
Revenue	349.86	349.86	0.00	0.00	349.86
Fund: 204 - Assessment District 5 Total:	349.86	349.86	0.00	0.00	349.86
Fund: 206 - Water Operating Fund WPS					
Revenue	50,902.21	50,902.21	0.00	0.00	50,902.21
Fund: 206 - Water Operating Fund WPS Total:	50,902.21	50,902.21	0.00	0.00	50,902.21
Fund: 301 - Sewer Operating Fund					
Revenue	1,171,507.70	1,171,507.70	-27,428.97	-27,428.97	1,198,936.67
Fund: 301 - Sewer Operating Fund Total:	1,171,507.70	1,171,507.70	-27,428.97	-27,428.97	1,198,936.67
Fund: 302 - Assessment District 1					
Revenue	3.99	3.99	0.00	0.00	3.99
Fund: 302 - Assessment District 1 Total:	3.99	3.99	0.00	0.00	3.99
Fund: 303 - Assessment District 3					
Revenue	999.60	999.60	0.00	0.00	999.60
Fund: 303 - Assessment District 3 Total:	999.60	999.60	0.00	0.00	999.60
Fund: 304 - Assessment District 4					
Revenue	83.30	83.30	0.00	0.00	83.30
Fund: 304 - Assessment District 4 Total:	83.30	83.30	0.00	0.00	83.30
Fund: 305 - Assessment District 7					
Revenue	24.99	24.99	0.00	0.00	24.99
Fund: 305 - Assessment District 7 Total:	24.99	24.99	0.00	0.00	24.99
Fund: 306 - Assessment District 11					
Revenue	1,249.50	1,249.50	0.00	0.00	1,249.50
Fund: 306 - Assessment District 11 Total:	1,249.50	1,249.50	0.00	0.00	1,249.50
Fund: 308 - Assessment District 12					
Revenue	70,805.00	70,805.00	-57,466.03	-57,466.03	128,271.03
Fund: 308 - Assessment District 12 Total:	70,805.00	70,805.00	-57,466.03	-57,466.03	128,271.03
Total Surplus (Deficit):	1,719,096.13	1,719,096.13	-101,268.92	-101,268.92	

Fund Summary

Fund	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
101 - General	199,331.73	199,331.73	-23,618.95	-23,618.95	222,950.68
201 - Water Operating	223,718.30	223,718.30	7,245.03	7,245.03	216,473.27
202 - Improvement District 2	119.95	119.95	0.00	0.00	119.95
204 - Assessment District 5	349.86	349.86	0.00	0.00	349.86
206 - Water Operating Fund...	50,902.21	50,902.21	0.00	0.00	50,902.21
301 - Sewer Operating Fund	1,171,507.70	1,171,507.70	-27,428.97	-27,428.97	1,198,936.67
302 - Assessment District 1	3.99	3.99	0.00	0.00	3.99
303 - Assessment District 3	999.60	999.60	0.00	0.00	999.60
304 - Assessment District 4	83.30	83.30	0.00	0.00	83.30
305 - Assessment District 7	24.99	24.99	0.00	0.00	24.99
306 - Assessment District 11	1,249.50	1,249.50	0.00	0.00	1,249.50
308 - Assessment District 12	70,805.00	70,805.00	-57,466.03	-57,466.03	128,271.03
Total Surplus (Deficit):	1,719,096.13	1,719,096.13	-101,268.92	-101,268.92	



Mission Springs Water District, CA

Income Statement Account Summary

Item 28.

For Fiscal: 2026-2027 Period Ending: 07/31/2026

		Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 101 - General						
Expense						
101-511-75200	Professional Collection Costs	399.84	399.84	0.00	0.00	399.84
101-600-75000	Lease Contra Expense	-9,329.60	-9,329.60	0.00	0.00	-9,329.60
101-700-75500	Pension Expense - GASB 68	45,815.00	45,815.00	0.00	0.00	45,815.00
101-900-79000	Administrative Costs Allocated	-1,063,011.87	-1,063,011.87	0.00	0.00	-1,063,011.87
	Expense Total:	-1,026,126.63	-1,026,126.63	0.00	0.00	-1,026,126.63
	Fund: 101 - General Total:	-1,026,126.63	-1,026,126.63	0.00	0.00	
Fund: 201 - Water Operating						
Expense						
201-511-75100	Uncollectible Accounts	1,049.58	1,049.58	0.00	0.00	1,049.58
201-600-70000	Interest Expense	749.70	36,669.34	192.65	192.65	36,476.69
201-600-70010	Interest Expense - Leases	62.47	62.47	0.00	0.00	62.47
201-600-75000	Lease Contra Expense	-8,330.00	-8,330.00	0.00	0.00	-8,330.00
201-600-75300	Unreimbursable Expenses	2,915.50	2,915.50	0.00	0.00	2,915.50
201-900-79000	Administrative Costs Allocated	690,957.75	690,957.75	0.00	0.00	690,957.75
	Expense Total:	687,405.00	723,324.64	192.65	192.65	723,131.99
	Fund: 201 - Water Operating Total:	687,405.00	723,324.64	192.65	192.65	
Fund: 206 - Water Operating Fund WPS						
Expense						
206-600-70000	Interest Expense	791.35	791.35	0.00	0.00	791.35
	Expense Total:	791.35	791.35	0.00	0.00	791.35
	Fund: 206 - Water Operating Fund WPS Total:	791.35	791.35	0.00	0.00	
Fund: 301 - Sewer Operating Fund						
Expense						
301-600-70000	Interest Expense	6,747.30	21,115.16	0.00	0.00	21,115.16
301-600-70010	Interest Expense - Leases	8.33	8.33	0.00	0.00	8.33
301-900-79000	Administrative Costs Allocated	372,054.11	372,054.11	0.00	0.00	372,054.11
	Expense Total:	378,809.74	393,177.60	0.00	0.00	393,177.60
	Fund: 301 - Sewer Operating Fund Total:	378,809.74	393,177.60	0.00	0.00	
Fund: 308 - Assessment District 12						
Expense						
308-600-70000	Interest Expense	16,596.35	16,596.35	0.00	0.00	16,596.35
	Expense Total:	16,596.35	16,596.35	0.00	0.00	16,596.35
	Fund: 308 - Assessment District 12 Total:	16,596.35	16,596.35	0.00	0.00	
	Total Surplus (Deficit):	-57,475.81	-107,763.31	-192.65	-192.65	

Income Statement

For Fiscal: 2026-2027 Period Ending: 07/

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Group Summary

Account Type	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 101 - General					
Expense	-1,026,126.63	-1,026,126.63	0.00	0.00	-1,026,126.63
Fund: 101 - General Total:	-1,026,126.63	-1,026,126.63	0.00	0.00	-1,026,126.63
Fund: 201 - Water Operating					
Expense	687,405.00	723,324.64	192.65	192.65	723,131.99
Fund: 201 - Water Operating Total:	687,405.00	723,324.64	192.65	192.65	723,131.99
Fund: 206 - Water Operating Fund WPS					
Expense	791.35	791.35	0.00	0.00	791.35
Fund: 206 - Water Operating Fund WPS Total:	791.35	791.35	0.00	0.00	791.35
Fund: 301 - Sewer Operating Fund					
Expense	378,809.74	393,177.60	0.00	0.00	393,177.60
Fund: 301 - Sewer Operating Fund Total:	378,809.74	393,177.60	0.00	0.00	393,177.60
Fund: 308 - Assessment District 12					
Expense	16,596.35	16,596.35	0.00	0.00	16,596.35
Fund: 308 - Assessment District 12 Total:	16,596.35	16,596.35	0.00	0.00	16,596.35
Total Surplus (Deficit):	-57,475.81	-107,763.31	-192.65	-192.65	

Fund Summary

Fund	Original	Current	MTD Activity	YTD Activity	Budget
	YTD Budget	YTD Budget			Remaining
101 - General	1,026,126.63	1,026,126.63	0.00	0.00	1,026,126.63
201 - Water Operating	-687,405.00	-723,324.64	-192.65	-192.65	-723,131.99
206 - Water Operating Fund...	-791.35	-791.35	0.00	0.00	-791.35
301 - Sewer Operating Fund	-378,809.74	-393,177.60	0.00	0.00	-393,177.60
308 - Assessment District 12	-16,596.35	-16,596.35	0.00	0.00	-16,596.35
Total Surplus (Deficit):	-57,475.81	-107,763.31	-192.65	-192.65	



Mission Springs Water District, CA

Project Budget Report

Item 28.

Date Range 07/01/2026 - 07/31/2026

Project Number	Project Name	Group	Period Budget	Period Activity	Variance Favorable (Unfavorable)	Total Budget	Total Activity	Variance Favorable (Unfavorable)
10747	1240Z TRANS LINE QUAIL/TERRACE	Eric Weck						
	Expense Account Key	Account Name						
	10747	1240Z TRANS LINE QUAIL/TERRACE	447,995.00	0.00	447,995.00	447,995.00	0.00	447,995.00
		Total Expense:	447,995.00	0.00	447,995.00	447,995.00	0.00	447,995.00
		Total 10747 - 1240Z TRANS LINE QUAIL/TERRACE:	447,995.00	0.00	447,995.00	447,995.00	0.00	447,995.00
11147	WELL #42 (NEAR TO EXISTING WELL # 22)	Eric Weck						
	Expense Account Key	Account Name						
	11147	WELL #42 (NEAR TO EXISTING WELL # 22)	5,207,000.00	4,285.61	5,202,714.39	5,207,000.00	4,341,464.16	865,535.84
		Total Expense:	5,207,000.00	4,285.61	5,202,714.39	5,207,000.00	4,341,464.16	865,535.84
		Total 11147 - WELL #42 (NEAR TO EXISTING WELL # 22):	5,207,000.00	4,285.61	5,202,714.39	5,207,000.00	4,341,464.16	865,535.84
11205	I-10 & INDIAN SEWER COLLECTION SYSTEM	Danny Friend						
	Expense Account Key	Account Name						
	11205	I-10 & INDIAN SEWER COLLECTION SYSTEM	652,000.00	0.00	652,000.00	652,000.00	629,350.27	22,649.73
		Total Expense:	652,000.00	0.00	652,000.00	652,000.00	629,350.27	22,649.73
		Total 11205 - I-10 & INDIAN SEWER COLLECTION SYSTEM:	652,000.00	0.00	652,000.00	652,000.00	629,350.27	22,649.73
11424	REGIONAL WASTEWATER TREATMENT PLANT	Danny Friend						
	Expense Account Key	Account Name						
	11424	REGIONAL WASTEWATER TREATMENT PLANT	55,049,300.00	343.65	55,048,956.35	55,049,300.00	54,470,783.77	578,516.23
		Total Expense:	55,049,300.00	343.65	55,048,956.35	55,049,300.00	54,470,783.77	578,516.23
		Total 11424 - REGIONAL WASTEWATER TREATMENT PLANT:	55,049,300.00	343.65	55,048,956.35	55,049,300.00	54,470,783.77	578,516.23
11425	AREA M-2 (AD #15)	Danny Friend						
	Expense Account Key	Account Name						
	11425	AREA M-2 (AD #15)	23,795,000.00	3,272.97	23,791,727.03	23,795,000.00	815,369.73	22,979,630.27
		Total Expense:	23,795,000.00	3,272.97	23,791,727.03	23,795,000.00	815,369.73	22,979,630.27
		Total 11425 - AREA M-2 (AD #15):	23,795,000.00	3,272.97	23,791,727.03	23,795,000.00	815,369.73	22,979,630.27

Project Budget Report

Project Number	Project Name	Group	Period Budget	Period Activity	Variance Favorable (Unfavorable)	Total Budget	Total Activity	Variance Favorable (Unfavorable)
11426	CONVEYENCE LINE FROM LS TO RWWTP	Danny Friend						
	Expense Account Key	Account Name						
	11426	CONVEYENCE LINE FROM LS TO RWWTP	8,438,932.00	558.49	8,438,373.51	8,438,932.00	8,378,937.35	59,994.65
		Total Expense:	8,438,932.00	558.49	8,438,373.51	8,438,932.00	8,378,937.35	59,994.65
		Total 11426 - CONVEYENCE LINE FROM LS TO RWWTP:	8,438,932.00	558.49	8,438,373.51	8,438,932.00	8,378,937.35	59,994.65
11451	CHROMIUM 6 COMPLIANCE STUDY	Danny Friend						
	Expense Account Key	Account Name						
	11451	CHROMIUM 6 COMPLIANCE STUDY	910,000.00	376.25	909,623.75	910,000.00	259,885.38	650,114.62
		Total Expense:	910,000.00	376.25	909,623.75	910,000.00	259,885.38	650,114.62
		Total 11451 - CHROMIUM 6 COMPLIANCE STUDY:	910,000.00	376.25	909,623.75	910,000.00	259,885.38	650,114.62
11472	AREA J-2	Danny Friend						
	Expense Account Key	Account Name						
	11472	AREA J-2	420,000.00	0.00	420,000.00	420,000.00	299,859.99	120,140.01
		Total Expense:	420,000.00	0.00	420,000.00	420,000.00	299,859.99	120,140.01
		Total 11472 - AREA J-2:	420,000.00	0.00	420,000.00	420,000.00	299,859.99	120,140.01
11556	HWWTP ASU DEMOLITION	Eric Weck						
	Expense Account Key	Account Name						
	11556	HWWTP ASU DEMOLITION	167,275.00	0.00	167,275.00	167,275.00	45,077.20	122,197.80
		Total Expense:	167,275.00	0.00	167,275.00	167,275.00	45,077.20	122,197.80
		Total 11556 - HWWTP ASU DEMOLITION:	167,275.00	0.00	167,275.00	167,275.00	45,077.20	122,197.80
11566	DESIGNING & ENGINEERING AREAS H & I	Eric Weck						
	Expense Account Key	Account Name						
	11566	DESIGNING & ENGINEERING AREAS H & I	800,000.00	0.00	800,000.00	800,000.00	376,750.08	423,249.92
		Total Expense:	800,000.00	0.00	800,000.00	800,000.00	376,750.08	423,249.92
		Total 11566 - DESIGNING & ENGINEERING AREAS H & I:	800,000.00	0.00	800,000.00	800,000.00	376,750.08	423,249.92
11599	BLOCK WALL/FENCE AT TERRACE RESERVOIR	Eric Weck						
	Expense Account Key	Account Name						
	11599	BLOCK WALL/FENCE AT TERRACE RESERVOIR	226,288.00	0.00	226,288.00	226,288.00	25,947.91	200,340.09
		Total Expense:	226,288.00	0.00	226,288.00	226,288.00	25,947.91	200,340.09
		Total 11599 - BLOCK WALL/FENCE AT TERRACE RESERVOIR:	226,288.00	0.00	226,288.00	226,288.00	25,947.91	200,340.09

Project Budget Report

Project Number	Project Name	Group	Period Budget	Period Activity	Variance Favorable (Unfavorable)	Total Budget	Total Activity	Variance Favorable (Unfavorable)
11600	BOOSTER PUMP REHAB PROGRAM	Nathaniel Mather						
	Expense Account Key	Account Name						
	11600	BOOSTER PUMP REHAB PROGRAM	150,000.00	0.00	150,000.00	150,000.00	133,974.93	16,025.07
		Total Expense:	150,000.00	0.00	150,000.00	150,000.00	133,974.93	16,025.07
		Total 11600 - BOOSTER PUMP REHAB PROGRAM:	150,000.00	0.00	150,000.00	150,000.00	133,974.93	16,025.07
11601	MODULAR ENCLOSURE FOR CHLORINE EQUIPMENT AT V	Nathaniel Mather						
	Expense Account Key	Account Name						
	11601	MODULAR ENCLOSURE FOR CHLORINE EQUI...	293,654.00	0.00	293,654.00	293,654.00	103,957.25	189,696.75
		Total Expense:	293,654.00	0.00	293,654.00	293,654.00	103,957.25	189,696.75
		Total 11601 - MODULAR ENCLOSURE FOR CHLORINE EQUIPMENT AT WELL SITES:	293,654.00	0.00	293,654.00	293,654.00	103,957.25	189,696.75
11607	TERRACE RESERVOIR NO. 1	Eric Weck						
	Expense Account Key	Account Name						
	11607	TERRACE RESERVOIR NO. 1	2,754,343.00	0.00	2,754,343.00	2,754,343.00	30,667.76	2,723,675.24
		Total Expense:	2,754,343.00	0.00	2,754,343.00	2,754,343.00	30,667.76	2,723,675.24
		Total 11607 - TERRACE RESERVOIR NO. 1:	2,754,343.00	0.00	2,754,343.00	2,754,343.00	30,667.76	2,723,675.24
11608	TERRACE RESERVOIR NO. 2	Eric Weck						
	Expense Account Key	Account Name						
	11608	TERRACE RESERVOIR NO. 2	2,814,461.00	0.00	2,814,461.00	2,814,461.00	32,374.80	2,782,086.20
		Total Expense:	2,814,461.00	0.00	2,814,461.00	2,814,461.00	32,374.80	2,782,086.20
		Total 11608 - TERRACE RESERVOIR NO. 2:	2,814,461.00	0.00	2,814,461.00	2,814,461.00	32,374.80	2,782,086.20
11609	TERRACE RESERVOIR NO. 3	Eric Weck						
	Expense Account Key	Account Name						
	11609	TERRACE RESERVOIR NO. 3	2,361,363.00	0.00	2,361,363.00	2,361,363.00	30,882.54	2,330,480.46
		Total Expense:	2,361,363.00	0.00	2,361,363.00	2,361,363.00	30,882.54	2,330,480.46
		Total 11609 - TERRACE RESERVOIR NO. 3:	2,361,363.00	0.00	2,361,363.00	2,361,363.00	30,882.54	2,330,480.46
11610	VISTA RESERVOIR NO. 2	Eric Weck						
	Expense Account Key	Account Name						
	11610	VISTA RESERVOIR NO. 2	975,427.00	0.00	975,427.00	975,427.00	127,028.72	848,398.28
		Total Expense:	975,427.00	0.00	975,427.00	975,427.00	127,028.72	848,398.28
		Total 11610 - VISTA RESERVOIR NO. 2:	975,427.00	0.00	975,427.00	975,427.00	127,028.72	848,398.28

Project Budget Report

Project Number	Project Name	Group	Period Budget	Period Activity	Variance Favorable (Unfavorable)	Total Budget	Total Activity	Variance Favorable (Unfavorable)
11611	WELL REHABILITATION PROGRAM - WELL 22	Nathaniel Mather						
	Expense Account Key	Account Name						
	11611	WELL REHABILITATION PROGRAM - WELL 22	2,355,000.00	-43,788.80	2,398,788.80	2,355,000.00	1,704,900.47	650,099.53
		Total Expense:	2,355,000.00	-43,788.80	2,398,788.80	2,355,000.00	1,704,900.47	650,099.53
		Total 11611 - WELL REHABILITATION PROGRAM - WELL 22:	2,355,000.00	-43,788.80	2,398,788.80	2,355,000.00	1,704,900.47	650,099.53
11613	HWWTWP ABOVE GROUND PIPING & APPURTENANCE REH	Eric Weck						
	Expense Account Key	Account Name						
	11613	HWWTWP ABOVE GROUND PIPING & APPURT...	150,000.00	0.00	150,000.00	150,000.00	343.68	149,656.32
		Total Expense:	150,000.00	0.00	150,000.00	150,000.00	343.68	149,656.32
		Total 11613 - HWWTWP ABOVE GROUND PIPING & APPURTENANCE REHAB:	150,000.00	0.00	150,000.00	150,000.00	343.68	149,656.32
11618	DESIGN & ENGINEERING FOR AREAS A & G	Eric Weck						
	Expense Account Key	Account Name						
	11618	DESIGN & ENGINEERING FOR AREAS A & G	2,107,143.00	0.00	2,107,143.00	2,107,143.00	630,205.11	1,476,937.89
		Total Expense:	2,107,143.00	0.00	2,107,143.00	2,107,143.00	630,205.11	1,476,937.89
		Total 11618 - DESIGN & ENGINEERING FOR AREAS A & G:	2,107,143.00	0.00	2,107,143.00	2,107,143.00	630,205.11	1,476,937.89
11621	Admin Building	Brian Macy						
	Expense Account Key	Account Name						
	11621	Admin Building	40,595,783.00	4,554.66	40,591,228.34	40,595,783.00	2,239,894.20	38,355,888.80
		Total Expense:	40,595,783.00	4,554.66	40,591,228.34	40,595,783.00	2,239,894.20	38,355,888.80
		Total 11621 - Admin Building:	40,595,783.00	4,554.66	40,591,228.34	40,595,783.00	2,239,894.20	38,355,888.80
11622	2020 WATER CIP PIPELINE REPLACEMENT	Eric Weck						
	Expense Account Key	Account Name						
	11622	2020 WATER CIP PIPELINE REPLACEMENT	2,264,975.00	0.00	2,264,975.00	2,264,975.00	275,188.54	1,989,786.46
		Total Expense:	2,264,975.00	0.00	2,264,975.00	2,264,975.00	275,188.54	1,989,786.46
		Total 11622 - 2020 WATER CIP PIPELINE REPLACEMENT:	2,264,975.00	0.00	2,264,975.00	2,264,975.00	275,188.54	1,989,786.46
11657	SEWER SYSTEM COLLECTIONS	Danny Friend						
	Expense Account Key	Account Name						
	11657	SEWER SYSTEM COLLECTIONS	750,000.00	0.00	750,000.00	750,000.00	561,007.76	188,992.24
		Total Expense:	750,000.00	0.00	750,000.00	750,000.00	561,007.76	188,992.24
		Total 11657 - SEWER SYSTEM COLLECTIONS:	750,000.00	0.00	750,000.00	750,000.00	561,007.76	188,992.24

Project Budget Report

Project Number	Project Name	Group	Period Budget	Period Activity	Variance Favorable (Unfavorable)	Total Budget	Total Activity	Variance Favorable (Unfavorable)
11665	WELL AND RESERVOIR SITES SECURITY CAMERAS	Nathaniel Mather						
	Expense Account Key	Account Name						
	11665	WELL AND RESERVOIR SITES SECURITY CAM...	225,075.00	0.00	225,075.00	225,075.00	2,366.86	222,708.14
		Total Expense:	225,075.00	0.00	225,075.00	225,075.00	2,366.86	222,708.14
		Total 11665 - WELL AND RESERVOIR SITES SECURITY CAMERAS:	225,075.00	0.00	225,075.00	225,075.00	2,366.86	222,708.14
11666	EMERGENCY BACKUP GENERATOR WELL 27/31	Eric Weck						
	Expense Account Key	Account Name						
	11666	EMERGENCY BACKUP GENERATOR WELL 27/...	411,002.00	0.00	411,002.00	411,002.00	20,289.15	390,712.85
		Total Expense:	411,002.00	0.00	411,002.00	411,002.00	20,289.15	390,712.85
		Total 11666 - EMERGENCY BACKUP GENERATOR WELL 27/31:	411,002.00	0.00	411,002.00	411,002.00	20,289.15	390,712.85
11667	EMERGENCY BACKUP GENERATOR WELL 32	Eric Weck						
	Expense Account Key	Account Name						
	11667	EMERGENCY BACKUP GENERATOR WELL 32	300,331.00	0.00	300,331.00	300,331.00	20,221.64	280,109.36
		Total Expense:	300,331.00	0.00	300,331.00	300,331.00	20,221.64	280,109.36
		Total 11667 - EMERGENCY BACKUP GENERATOR WELL 32:	300,331.00	0.00	300,331.00	300,331.00	20,221.64	280,109.36
11668	EMERGENCY BACKUP GENERATOR WELL 37	Eric Weck						
	Expense Account Key	Account Name						
	11668	EMERGENCY BACKUP GENERATOR WELL 37	300,331.00	0.00	300,331.00	300,331.00	20,252.01	280,078.99
		Total Expense:	300,331.00	0.00	300,331.00	300,331.00	20,252.01	280,078.99
		Total 11668 - EMERGENCY BACKUP GENERATOR WELL 37:	300,331.00	0.00	300,331.00	300,331.00	20,252.01	280,078.99
11689	FILTRATION FOR HWWTP	Eric Weck						
	Expense Account Key	Account Name						
	11689	FILTRATION FOR HWWTP	1,500,000.00	0.00	1,500,000.00	1,500,000.00	112,312.57	1,387,687.43
		Total Expense:	1,500,000.00	0.00	1,500,000.00	1,500,000.00	112,312.57	1,387,687.43
		Total 11689 - FILTRATION FOR HWWTP:	1,500,000.00	0.00	1,500,000.00	1,500,000.00	112,312.57	1,387,687.43
11693	GQPP AREA D3-1 SEWER DESIGN	Eric Weck						
	Expense Account Key	Account Name						
	11693	GQPP AREA D3-1 SEWER DESIGN	2,383,765.00	0.00	2,383,765.00	2,383,765.00	91,008.23	2,292,756.77
		Total Expense:	2,383,765.00	0.00	2,383,765.00	2,383,765.00	91,008.23	2,292,756.77
		Total 11693 - GQPP AREA D3-1 SEWER DESIGN :	2,383,765.00	0.00	2,383,765.00	2,383,765.00	91,008.23	2,292,756.77

Project Budget Report

Project Number	Project Name	Group	Period Budget	Period Activity	Variance Favorable (Unfavorable)	Total Budget	Total Activity	Variance Favorable (Unfavorable)
11719	RESERVOIR REHAB PROGRAM DESIGN - 2022 FY	Nathaniel Mather						
	Expense Account Key	Account Name						
	11719	RESERVOIR REHAB PROGRAM DESIGN - 2022...	120,000.00	0.00	120,000.00	120,000.00	0.00	120,000.00
		Total Expense:	120,000.00	0.00	120,000.00	120,000.00	0.00	120,000.00
	Total 11719 - RESERVOIR REHAB PROGRAM DESIGN - 2022 FY:		120,000.00	0.00	120,000.00	120,000.00	0.00	120,000.00
11720	WELL REHAB PROGRAM DESIGN - 2022 FY	Nathaniel Mather						
	Expense Account Key	Account Name						
	11720	WELL REHAB PROGRAM DESIGN - 2022 FY	120,000.00	0.00	120,000.00	120,000.00	68,918.31	51,081.69
		Total Expense:	120,000.00	0.00	120,000.00	120,000.00	68,918.31	51,081.69
	Total 11720 - WELL REHAB PROGRAM DESIGN - 2022 FY:		120,000.00	0.00	120,000.00	120,000.00	68,918.31	51,081.69
11737	PIERSON BOULEVARD SLURRY SEAL PROJECT	Brian Macy						
	Expense Account Key	Account Name						
	11737	PIERSON BOULEVARD SLURRY SEAL PROJECT	183,000.00	0.00	183,000.00	183,000.00	0.00	183,000.00
		Total Expense:	183,000.00	0.00	183,000.00	183,000.00	0.00	183,000.00
	Total 11737 - PIERSON BOULEVARD SLURRY SEAL PROJECT:		183,000.00	0.00	183,000.00	183,000.00	0.00	183,000.00
11738	RIVERSIDE COUNTY MOUNTAIN VIEW RESURFACING PR	Brian Macy						
	Expense Account Key	Account Name						
	11738	RIVERSIDE COUNTY MOUNTAIN VIEW RESU...	33,000.00	0.00	33,000.00	33,000.00	0.00	33,000.00
		Total Expense:	33,000.00	0.00	33,000.00	33,000.00	0.00	33,000.00
	Total 11738 - RIVERSIDE COUNTY MOUNTAIN VIEW RESURFACING PROJECT:		33,000.00	0.00	33,000.00	33,000.00	0.00	33,000.00
11741	35C WELL REHABILITATION	Eric Weck						
	Expense Account Key	Account Name						
	11741	35C WELL REHABILITATION	3,055,990.00	367.01	3,055,622.99	3,055,990.00	470,125.69	2,585,864.31
		Total Expense:	3,055,990.00	367.01	3,055,622.99	3,055,990.00	470,125.69	2,585,864.31
	Total 11741 - 35C WELL REHABILITATION:		3,055,990.00	367.01	3,055,622.99	3,055,990.00	470,125.69	2,585,864.31
11742	34C WELL REHABILITATION	Eric Weck						
	Expense Account Key	Account Name						
	11742	34C WELL REHABILITATION	814,000.00	0.00	814,000.00	814,000.00	796,395.08	17,604.92
		Total Expense:	814,000.00	0.00	814,000.00	814,000.00	796,395.08	17,604.92
	Total 11742 - 34C WELL REHABILITATION:		814,000.00	0.00	814,000.00	814,000.00	796,395.08	17,604.92

Project Budget Report

Project Number	Project Name	Group	Period Budget	Period Activity	Variance Favorable (Unfavorable)	Total Budget	Total Activity	Variance Favorable (Unfavorable)
11743	INSTALL 18-INCH INTERTIE LINE	Eric Weck						
	Expense Account Key	Account Name						
	11743	INSTALL 18-INCH INTERTIE LINE	1,100,000.00	0.00	1,100,000.00	1,100,000.00	3,881.81	1,096,118.19
		Total Expense:	1,100,000.00	0.00	1,100,000.00	1,100,000.00	3,881.81	1,096,118.19
		Total 11743 - INSTALL 18-INCH INTERTIE LINE:	1,100,000.00	0.00	1,100,000.00	1,100,000.00	3,881.81	1,096,118.19
11769	19TH-20TH AVE & LITTLE MORONGO RD ROADWAY PRO	Eric Weck						
	Expense Account Key	Account Name						
	11769	19TH-20TH AVE & LITTLE MORONGO RD RO...	2,720,000.00	0.00	2,720,000.00	2,720,000.00	278,883.28	2,441,116.72
		Total Expense:	2,720,000.00	0.00	2,720,000.00	2,720,000.00	278,883.28	2,441,116.72
		Total 11769 - 19TH-20TH AVE & LITTLE MORONGO RD ROADWAY PROJECT:	2,720,000.00	0.00	2,720,000.00	2,720,000.00	278,883.28	2,441,116.72
11776	ENERGY CONSERVATION AND EFFICIENTCY SVCS PLAN	Brian Macy						
	Expense Account Key	Account Name						
	11776	ENERGY CONSERVATION AND EFFICIENTCY ...	1,072,110.00	2,327.47	1,069,782.53	1,072,110.00	669,227.34	402,882.66
		Total Expense:	1,072,110.00	2,327.47	1,069,782.53	1,072,110.00	669,227.34	402,882.66
		Total 11776 - ENERGY CONSERVATION AND EFFICIENTCY SVCS PLAN:	1,072,110.00	2,327.47	1,069,782.53	1,072,110.00	669,227.34	402,882.66
11791	ERP System Replacement	Kurt Kettenacker						
	Expense Account Key	Account Name						
	11791	ERP System Replacement	1,710,000.00	6,620.37	1,703,379.63	1,710,000.00	344,770.48	1,365,229.52
		Total Expense:	1,710,000.00	6,620.37	1,703,379.63	1,710,000.00	344,770.48	1,365,229.52
		Total 11791 - ERP System Replacement:	1,710,000.00	6,620.37	1,703,379.63	1,710,000.00	344,770.48	1,365,229.52
11838	GIS CITYWORKS - SBITA	Brian Macy						
	Expense Account Key	Account Name						
	11838	GIS CITYWORKS - SBITA	646,602.00	19,610.43	626,991.57	646,602.00	504,287.68	142,314.32
		Total Expense:	646,602.00	19,610.43	626,991.57	646,602.00	504,287.68	142,314.32
		Total 11838 - GIS CITYWORKS - SBITA:	646,602.00	19,610.43	626,991.57	646,602.00	504,287.68	142,314.32
11846	AVILIGON CAMERA SYSTEM (HORTON)	Brad Adams						
	Expense Account Key	Account Name						
	11846	AVILIGON CAMERA SYSTEM (HORTON)	71,886.00	0.00	71,886.00	71,886.00	0.00	71,886.00
		Total Expense:	71,886.00	0.00	71,886.00	71,886.00	0.00	71,886.00
		Total 11846 - AVILIGON CAMERA SYSTEM (HORTON):	71,886.00	0.00	71,886.00	71,886.00	0.00	71,886.00

Project Budget Report

Project Number	Project Name	Group	Period Budget	Period Activity	Variance Favorable (Unfavorable)	Total Budget	Total Activity	Variance Favorable (Unfavorable)
11849	PSC - WPSV INTERTIE	Eric Weck						
	Expense Account Key	Account Name						
11849		PSC - WPSV INTERTIE	1,291,001.00	0.00	1,291,001.00	1,291,001.00	0.00	1,291,001.00
		Total Expense:	1,291,001.00	0.00	1,291,001.00	1,291,001.00	0.00	1,291,001.00
		Total 11849 - PSC - WPSV INTERTIE:	1,291,001.00	0.00	1,291,001.00	1,291,001.00	0.00	1,291,001.00
11850	WATERLINE REPLACEMENT(S): EASEMENTS	Eric Weck						
	Expense Account Key	Account Name						
11850		WATERLINE REPLACEMENT(S): EASEMENTS	62,000,000.00	0.00	62,000,000.00	62,000,000.00	0.00	62,000,000.00
		Total Expense:	62,000,000.00	0.00	62,000,000.00	62,000,000.00	0.00	62,000,000.00
		Total 11850 - WATERLINE REPLACEMENT(S): EASEMENTS:	62,000,000.00	0.00	62,000,000.00	62,000,000.00	0.00	62,000,000.00
11852	GATEWAY PLC UPGRADE	Nathaniel Mather						
	Expense Account Key	Account Name						
11852		GATEWAY PLC UPGRADE	23,150.00	0.00	23,150.00	23,150.00	0.00	23,150.00
		Total Expense:	23,150.00	0.00	23,150.00	23,150.00	0.00	23,150.00
		Total 11852 - GATEWAY PLC UPGRADE:	23,150.00	0.00	23,150.00	23,150.00	0.00	23,150.00
11854	LITTLE MORONGO BOOSTER INSTALL	Nathaniel Mather						
	Expense Account Key	Account Name						
11854		LITTLE MORONGO BOOSTER INSTALL	167,605.00	0.00	167,605.00	167,605.00	0.00	167,605.00
		Total Expense:	167,605.00	0.00	167,605.00	167,605.00	0.00	167,605.00
		Total 11854 - LITTLE MORONGO BOOSTER INSTALL:	167,605.00	0.00	167,605.00	167,605.00	0.00	167,605.00
11855	LOW DESERT VIEW BOOSTER REHABILITATION	Nathaniel Mather						
	Expense Account Key	Account Name						
11855		LOW DESERT VIEW BOOSTER REHABILITATI...	69,304.00	0.00	69,304.00	69,304.00	2,978.40	66,325.60
		Total Expense:	69,304.00	0.00	69,304.00	69,304.00	2,978.40	66,325.60
		Total 11855 - LOW DESERT VIEW BOOSTER REHABILITATION:	69,304.00	0.00	69,304.00	69,304.00	2,978.40	66,325.60
11857	SCADA SERVER UPGRADE	Nathaniel Mather						
	Expense Account Key	Account Name						
11857		SCADA SERVER UPGRADE	24,341.00	0.00	24,341.00	24,341.00	14,870.10	9,470.90
		Total Expense:	24,341.00	0.00	24,341.00	24,341.00	14,870.10	9,470.90
		Total 11857 - SCADA SERVER UPGRADE:	24,341.00	0.00	24,341.00	24,341.00	14,870.10	9,470.90

Project Budget Report

Project Number	Project Name	Group	Period Budget	Period Activity	Variance Favorable (Unfavorable)	Total Budget	Total Activity	Variance Favorable (Unfavorable)
11858	TERRACE BOOSTER REHAB PROJECT	Nathaniel Mather						
	Expense Account Key	Account Name						
	11858	TERRACE BOOSTER REHAB PROJECT	119,304.00	0.00	119,304.00	119,304.00	5,646.66	113,657.34
		Total Expense:	119,304.00	0.00	119,304.00	119,304.00	5,646.66	113,657.34
		Total 11858 - TERRACE BOOSTER REHAB PROJECT:	119,304.00	0.00	119,304.00	119,304.00	5,646.66	113,657.34
11860	WELL 25A REHABILITATION	Nathaniel Mather						
	Expense Account Key	Account Name						
	11860	WELL 25A REHABILITATION	104,211.00	0.00	104,211.00	104,211.00	0.00	104,211.00
		Total Expense:	104,211.00	0.00	104,211.00	104,211.00	0.00	104,211.00
		Total 11860 - WELL 25A REHABILITATION:	104,211.00	0.00	104,211.00	104,211.00	0.00	104,211.00
11861	WELL 26A FENCING & ELECTRICAL POLE PROJECT	Nathaniel Mather						
	Expense Account Key	Account Name						
	11861	WELL 26A FENCING & ELECTRICAL POLE PRO...	56,901.00	0.00	56,901.00	56,901.00	0.00	56,901.00
		Total Expense:	56,901.00	0.00	56,901.00	56,901.00	0.00	56,901.00
		Total 11861 - WELL 26A FENCING & ELECTRICAL POLE PROJECT:	56,901.00	0.00	56,901.00	56,901.00	0.00	56,901.00
11862	M-2 WATERLINE REPLACEMENT	Eric Weck						
	Expense Account Key	Account Name						
	11862	M-2 WATERLINE REPLACEMENT	3,574,309.00	43.92	3,574,265.08	3,574,309.00	5,530.63	3,568,778.37
		Total Expense:	3,574,309.00	43.92	3,574,265.08	3,574,309.00	5,530.63	3,568,778.37
		Total 11862 - M-2 WATERLINE REPLACEMENT:	3,574,309.00	43.92	3,574,265.08	3,574,309.00	5,530.63	3,568,778.37
11869	GIS VERTICAL ASSET MODEL	Brian Macy						
	Expense Account Key	Account Name						
	11869	GIS VERTICAL ASSET MODEL	196,292.00	0.00	196,292.00	196,292.00	92,594.30	103,697.70
		Total Expense:	196,292.00	0.00	196,292.00	196,292.00	92,594.30	103,697.70
		Total 11869 - GIS VERTICAL ASSET MODEL:	196,292.00	0.00	196,292.00	196,292.00	92,594.30	103,697.70
11876	GQPP AD18 D3 PHASE 1 WATER MAIN REPLACEMENT: D	Eric Weck						
	Expense Account Key	Account Name						
	11876	GQPP AD18 D3 PHASE 1 WATER MAIN REPL...	2,067,000.00	0.00	2,067,000.00	2,067,000.00	59,749.15	2,007,250.85
		Total Expense:	2,067,000.00	0.00	2,067,000.00	2,067,000.00	59,749.15	2,007,250.85
		Total 11876 - GQPP AD18 D3 PHASE 1 WATER MAIN REPLACEMENT: DESIGN:	2,067,000.00	0.00	2,067,000.00	2,067,000.00	59,749.15	2,007,250.85

Project Budget Report

Project Number	Project Name	Group	Period Budget	Period Activity	Variance Favorable (Unfavorable)	Total Budget	Total Activity	Variance Favorable (Unfavorable)
11880	WELL BENCHMARK SURVEY	Eric Weck						
	Expense Account Key	Account Name						
	11880	WELL BENCHMARK SURVEY	21,000.00	0.00	21,000.00	21,000.00	12,356.45	8,643.55
		Total Expense:	21,000.00	0.00	21,000.00	21,000.00	12,356.45	8,643.55
		Total 11880 - WELL BENCHMARK SURVEY:	21,000.00	0.00	21,000.00	21,000.00	12,356.45	8,643.55
11882	Open Gov Digital Budget/Procurement S/W	Danny Friend						
	Expense Account Key	Account Name						
	11882	Open Gov Digital Budget/Procurement S/W	230,392.00	48,487.19	181,904.81	230,392.00	199,894.90	30,497.10
		Total Expense:	230,392.00	48,487.19	181,904.81	230,392.00	199,894.90	30,497.10
		Total 11882 - Open Gov Digital Budget/Procurement S/W:	230,392.00	48,487.19	181,904.81	230,392.00	199,894.90	30,497.10
11884	WELL #28 REHABILITATION PROJECT	Danny Friend						
	Expense Account Key	Account Name						
	11884	WELL #28 REHABILITATION PROJECT	919,846.00	564.82	919,281.18	919,846.00	845,207.03	74,638.97
		Total Expense:	919,846.00	564.82	919,281.18	919,846.00	845,207.03	74,638.97
		Total 11884 - WELL #28 REHABILITATION PROJECT:	919,846.00	564.82	919,281.18	919,846.00	845,207.03	74,638.97
11886	WELL #30 REHABILITATION PROJECT	Danny Friend						
	Expense Account Key	Account Name						
	11886	WELL #30 REHABILITATION PROJECT	790,230.00	68.20	790,161.80	790,230.00	316,362.87	473,867.13
		Total Expense:	790,230.00	68.20	790,161.80	790,230.00	316,362.87	473,867.13
		Total 11886 - WELL #30 REHABILITATION PROJECT:	790,230.00	68.20	790,161.80	790,230.00	316,362.87	473,867.13
11894	CR(VI) TREATMENT WELL FACILITIES (27/31 22/24 & 32)	Danny Friend						
	Expense Account Key	Account Name						
	11894	CR(VI) TREATMENT WELL FACILITIES (27/31 ...	27,305,000.00	493.50	27,304,506.50	27,305,000.00	6,433.53	27,298,566.47
		Total Expense:	27,305,000.00	493.50	27,304,506.50	27,305,000.00	6,433.53	27,298,566.47
		Total 11894 - CR(VI) TREATMENT WELL FACILITIES (27/31 22/24 & 32):	27,305,000.00	493.50	27,304,506.50	27,305,000.00	6,433.53	27,298,566.47
11895	CIMIS WEATHER STATION	Marion Champion						
	Expense Account Key	Account Name						
	11895	CIMIS WEATHER STATION	21,898.00	0.00	21,898.00	21,898.00	0.00	21,898.00
		Total Expense:	21,898.00	0.00	21,898.00	21,898.00	0.00	21,898.00
		Total 11895 - CIMIS WEATHER STATION:	21,898.00	0.00	21,898.00	21,898.00	0.00	21,898.00

Project Budget Report

Project Number	Project Name	Group	Period Budget	Period Activity	Variance Favorable (Unfavorable)	Total Budget	Total Activity	Variance Favorable (Unfavorable)
11896	DOS PALMAS LIFT STATION MOTOR CONTROL CENTER R	Brad Adams						
	Expense Account Key	Account Name						
	11896	DOS PALMAS LIFT STATION MOTOR CONTRO...	247,040.00	236.48	246,803.52	247,040.00	1,348.69	245,691.31
		Total Expense:	247,040.00	236.48	246,803.52	247,040.00	1,348.69	245,691.31
	Total 11896 - DOS PALMAS LIFT STATION MOTOR CONTROL CENTER REHAB:		247,040.00	236.48	246,803.52	247,040.00	1,348.69	245,691.31
11897	John Deere 320P Backhoe (AQMD Grant Program)	Danny Friend						
	Expense Account Key	Account Name						
	11897	John Deere 320P Backhoe (AQMD Grant Pro...	181,000.00	0.00	181,000.00	181,000.00	0.00	181,000.00
		Total Expense:	181,000.00	0.00	181,000.00	181,000.00	0.00	181,000.00
	Total 11897 - John Deere 320P Backhoe (AQMD Grant Program):		181,000.00	0.00	181,000.00	181,000.00	0.00	181,000.00
11898	NEW DHS MONITORING WELL	Eric Weck						
	Expense Account Key	Account Name						
	11898	NEW DHS MONITORING WELL	240,250.00	59.12	240,190.88	240,250.00	1,409.20	238,840.80
		Total Expense:	240,250.00	59.12	240,190.88	240,250.00	1,409.20	238,840.80
	Total 11898 - NEW DHS MONITORING WELL:		240,250.00	59.12	240,190.88	240,250.00	1,409.20	238,840.80
11900	Well #33: RES-BCT Solar Site Repairs	Nathaniel Mather						
	Expense Account Key	Account Name						
	11900	Well #33: RES-BCT Solar Site Repairs	333,881.00	319.77	333,561.23	333,881.00	274,833.26	59,047.74
		Total Expense:	333,881.00	319.77	333,561.23	333,881.00	274,833.26	59,047.74
	Total 11900 - Well #33: RES-BCT Solar Site Repairs:		333,881.00	319.77	333,561.23	333,881.00	274,833.26	59,047.74
11917	NWRWRF ODOR CONTROL UNIT MEDIA REPLACEMENT	Brad Adams						
	Expense Account Key	Account Name						
	11917	NWRWRF ODOR CONTROL UNIT MEDIA REP...	15,741.00	0.00	15,741.00	15,741.00	1,655.81	14,085.19
		Total Expense:	15,741.00	0.00	15,741.00	15,741.00	1,655.81	14,085.19
	Total 11917 - NWRWRF ODOR CONTROL UNIT MEDIA REPLACEMENT:		15,741.00	0.00	15,741.00	15,741.00	1,655.81	14,085.19
11923	WELL 26 REPAIRS AND TREATMENT	Nathaniel Mather						
	Expense Account Key	Account Name						
	11923	WELL 26 REPAIRS AND TREATMENT	205,700.00	0.00	205,700.00	205,700.00	0.00	205,700.00
		Total Expense:	205,700.00	0.00	205,700.00	205,700.00	0.00	205,700.00
	Total 11923 - WELL 26 REPAIRS AND TREATMENT:		205,700.00	0.00	205,700.00	205,700.00	0.00	205,700.00

Project Budget Report

Date Range 07/01/2026

Project Number	Project Name	Group	Period Budget	Period Activity	Variance Favorable (Unfavorable)	Total Budget	Total Activity	Variance Favorable (Unfavorable)
11924	WELL 26A RESIN EXCHANGE	Nathaniel Mather						
	Expense Account Key	Account Name						
	11924	WELL 26A RESIN EXCHANGE	215,000.00	0.00	215,000.00	215,000.00	0.00	215,000.00
		Total Expense:	215,000.00	0.00	215,000.00	215,000.00	0.00	215,000.00
		Total 11924 - WELL 26A RESIN EXCHANGE:	215,000.00	0.00	215,000.00	215,000.00	0.00	215,000.00
11943	POND RELOCATION: R. CLAPPER MAIN CAMPUS	Eric Weck						
	Expense Account Key	Account Name						
	11943	POND RELCATION MAIN CAMPUS	0.00	0.00	0.00	639,100.00	0.00	639,100.00
		Total Expense:	0.00	0.00	0.00	639,100.00	0.00	639,100.00
		Total 11943 - POND RELOCATION: R. CLAPPER MAIN CAMPUS:	0.00	0.00	0.00	639,100.00	0.00	639,100.00
11944	PARK LN WATERLINE: R. CLAPPER MAIN CAMPUS	Eric Weck						
	Expense Account Key	Account Name						
	11944	Park Lane Waterline Construction - Main Ca...	0.00	0.00	0.00	1,355,200.00	0.00	1,355,200.00
		Total Expense:	0.00	0.00	0.00	1,355,200.00	0.00	1,355,200.00
		Total 11944 - PARK LN WATERLINE: R. CLAPPER MAIN CAMPUS:	0.00	0.00	0.00	1,355,200.00	0.00	1,355,200.00
		Report Total:	270,873,427.00	48,801.11	270,824,625.89	272,867,727.00	80,757,662.71	192,110,064.29

Group Totals

Group	Period Budget	Period Activity	Variance Favorable (Unfavorable)	Total Budget	Total Activity	Variance Favorable (Unfavorable)
Brad Adams	-334,667.00	-236.48	334,430.52	-334,667.00	-3,004.50	331,662.50
Brian Macy	-42,726,787.00	-26,492.56	42,700,294.44	-42,726,787.00	-3,506,003.52	39,220,783.48
Danny Friend	-119,441,700.00	-54,165.07	119,387,534.93	-119,441,700.00	-66,783,092.58	52,658,607.42
Eric Weck	-102,055,249.00	-4,755.66	102,050,493.34	-104,049,549.00	-7,808,345.39	96,241,203.61
Kurt Kettenacker	-1,710,000.00	-6,620.37	1,703,379.63	-1,710,000.00	-344,770.48	1,365,229.52
Marion Champion	-21,898.00	0.00	21,898.00	-21,898.00	0.00	21,898.00
Nathaniel Mather	-4,583,126.00	43,469.03	4,626,595.03	-4,583,126.00	-2,312,446.24	2,270,679.76
Report Revenues Over/(Under) Expenses:	-270,873,427.00	-48,801.11	270,824,625.89	-272,867,727.00	-80,757,662.71	192,110,064.29

APPENDIX E – Wastewater & Water Production Tables

WASTEWATER REPORT

SEWER CONNECTION SUMMARY															
	2026/27	2025/26	2024/25	2023/24	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13
July	0	13	9	4	4	18	8	7	9	51	2	1	139	2	0
August	4	20	7	12	26	20	4	1	8	53	2	4	214	4	0
September		4	2	17	20	20	5	2	12	8	11	2	90	2	1
October		26	2	3	13	36	9	4	8	12	4	21	65	8	2
November		3	22	7	8	29	50	10	9	7	7	1	52	18	7
December		1	5	21	8	12	9	3	3	64	1	0	86	22	11
January		4	1	2	35	14	21	7	1	16	8	3	27	3	11
February		30	55	1	4	7	23	5	1	42	0	3	5	46	6
March		16	30	1	24	17	48	1	0	23	5	0	31	16	2
April		20	56	7	16	7	18	3	3	15	30	0	8	95	14
May		25	42	8	9	16	17	11	3	20	45	7	13	98	3
June		18	4	0	4	2	21	7	3	6	70	4	4	72	2
Annual		180	235	83	171	198	233	61	61	60	317	185	46	386	59

Connections to Sewer Collection System:

As of June 30, 2026	9,154
Plus YTD	-
Total Sewer Connections =	9,154

WASTEWATER FLOW MGD						
2026/27	HORTON PLANT		DESERT CREST		WRIGHT PLANT	
	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow
July	1.797460	2.082078	0.031290	0.040920	0.199900	0.276500
August	1.776798	1.958998	0.036508	0.044280	0.186300	0.238500
September						
October						
November						
December						
January						
February						
March						
April						
May						
June						

WASTEWATER FLOW MGD						
2025/26	HORTON PLANT		DESERT CREST		WRIGHT PLANT	
	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow
July	1.862374	1.999693	0.042087	0.048290	0.169682	0.194612
August **	1.785411	1.918440	0.034649	0.040490	0.188708	0.236098
September	1.858563	1.995437	0.030936	0.039250	0.200613	0.240535
October	1.893174	1.994838	0.031488	0.038150	0.189350	0.250412
November	1.922275	2.161271	0.035959	0.046170	0.182794	0.208263
December	1.872361	1.992182	0.031247	0.040290	0.189836	0.243899
January	1.926865	2.046751	0.029501	0.035770	0.184522	0.209300
February	1.897698	2.081533	0.030420	0.037800	0.192446	0.271299
March	1.904059	2.085559	0.028617	0.035320	0.186100	0.290100
April	1.941607	2.034653	0.032565	0.042150	0.188973	0.245700
May	1.882155	2.045014	0.031495	0.038270	0.203787	0.296400
June	1.733136	1.948796	0.030246	0.035940	0.188783	0.210300

** Influent Flow Meters Calibrated 8/26/2025

WATER REPORT

WATER CONNECTION SUMMARY													
	2026/27	2025/26	2024/25	2023/24	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15
July	1	18	9	5	6	18	7	4	5	7	2	0	0
August	9	19	14	14	28	19	6	10	5	3	2	2	0
September		8	6	19	22	23	18	2	14	4	13	3	0
October		26	2	4	16	33	13	3	21	8	3	20	0
November		3	25	9	10	27	10	16	4	0	7	3	0
December		8	6	5	9	9	2	17	3	3	2	0	0
January		3	1	5	26	14	15	6	3	20	1	1	2
February		31	59	3	14	8	13	8	5	11	1	0	1
March		16	37	6	29	19	16	2	3	6	5	0	12
April		20	64	11	24	6	11	1	3	7	11	2	7
May		29	54	9	16	19	15	12	5	11	9	8	2
June		23	7	3	5	1	24	11	2	8	2	10	1
Annual	10	204	284	93	205	196	150	92	73	88	58	49	25
Avg./ Mo.	0.83	17.00	23.67	7.75	17.08	16.33	12.50	7.67	6.08	7.33	4.83	4.08	2.08

Connections to Water System:

As of June 30, 2025 13,920

Plus YTD 10

Total Water Connections = 13,930

WATER PRODUCTION SUMMARY													
	FY 2026/27	Variance from prior year		FY 2025/26	FY 2024/25	FY 2023/24	FY 2022/23	FY 2021/22	FY 2020/21	FY 2019/20	FY 2018/19	FY 2017/18	FY 2016/17
	AF	AF	%	AF	AF	AF	AF	AF	AF	AF	AF	AF	AF
July	827.78	15.11	1.86%	812.67	939.07	789.99	751.79	796.57	857.77	853.23	857.20	835.87	714.50
August	856.07	66.13	8.37%	789.94	818.63	737.74	850.19	839.93	885.31	795.18	806.47	829.93	808.54
September		0.00	0.00%	762.89	785.85	675.06	716.03	738.65	784.80	757.08	689.47	712.40	679.54
October		0.00	0.00%	674.63	718.26	709.23	691.98	665.18	755.84	709.39	709.81	733.86	678.33
November		0.00	0.00%	531.93	574.08	629.05	599.39	679.85	690.13	619.87	631.75	642.41	601.89
December		0.00	0.00%	666.21	647.08	529.99	554.27	565.48	588.32	537.23	502.16	584.24	520.63
January		0.00	0.00%	541.35	572.24	556.57	530.39	580.28	537.96	553.20	570.20	599.52	465.10
February		0.00	0.00%	521.99	509.08	458.69	490.41	527.34	495.61	520.85	415.49	512.79	453.39
March		0.00	0.00%	685.32	564.28	560.24	500.37	601.44	625.80	557.73	490.92	536.09	549.50
April		0.00	0.00%	679.09	604.64	649.67	552.34	624.07	649.34	573.02	635.08	644.06	540.56
May		0.00	0.00%	681.03	645.40	696.24	726.25	745.36	723.62	698.99	598.36	697.15	731.81
June		0.00	0.00%	809.34	769.02	700.11	682.09	730.02	761.63	806.02	710.39	688.74	732.68
TOTAL	1,683.85	81.24	5.07%	8,156.39	8,147.63	7,692.58	7,645.50	8,094.17	8,356.13	7,981.79	7,617.30	8,017.06	7,476.47