

DIVISION ONE - GENERAL CONDITIONS

SECTION 101 - DEFINITIONS, ABBREVIATIONS SECTION 101 - DEFINITIONS, ABBREVIATIONS

Section 101.01 Definitions.01 Definitions - Whenever in these specifications and other *Contract Documents* the following terms are used, the intent and meaning shall be interpreted as follows, unless the context otherwise requires.

Acceptance

Acceptance shall mean the formal written acceptance of the work or any portion thereof upon completion of the work or any portion thereof, in accordance with the plans and specifications.

Act of God

"Act of God" means an earthquake or flood, or other cataclysmic phenomenon of nature. A rain, windstorm, high water or other natural phenomenon of unusual intensity for the specific locality of the work, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as an Act of God.

Addenda

Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the *Contract Documents*.

City

"City" means the City of Capitola, California.

Constructive Work

Constructive work shall mean work that generates progress on elements of work identified in the *Contract Documents* including but not limited to, excavation, backfill, pipelaying, service installation, paving, and concrete construction. Daily cleanup and the maintenance of erosion control facilities as provided for elsewhere in these Standard Specifications and the *Contract Documents* shall not normally be considered as constructive work for the purposes of determining the avoidability of delays as provided for elsewhere in these Standard Specifications.

Contract

"Contract" means the written agreement covering the performance of the work and the furnishing of labor, materials and equipment in construction of the work. The Contract shall include the proposal, plans, specifications, and Contract bonds; also, any and all suitable agreements amending or extending the work contemplated which may be required to complete the work in a substantial and acceptable manner; also, any and all other documents referenced in Section 105.01, "Contract Documents" of these Standard Specifications as constituting or included as part of or within the *Contract* or *Contract Documents*.

Contract Drawings

"Contract Drawings" or "Drawings" means and includes (a) all drawings which have been prepared on behalf of the District and which are included in the *Contract Documents* and all modifying drawings issued by addenda thereto; (b) all drawings submitted pursuant to the terms of the Contract by the Contractor with his proposal and by the Contractor to the District during the progress of work when accepted in writing by the Engineer; and (c) all drawings submitted by the Engineer to the Contractor during the progress of the work (when approved in writing by the Engineer).

Contract Price

"Contract Price", wherever and in whatever manner used, means the total amount of the Contractor's proposal plus or minus any adjustments made in accordance with the Contract.

Contractor

"Contractor" refers to the person or persons, co-partnership or corporation, who have entered into a Contract with the District for the performance of the work contemplated in the Contract.

Contractor's Plant and Equipment

"Contractor's Plant and Equipment" means everything, except labor and materials, brought onto the site by the Contractor in order to carry out the work, but not to be incorporated in the work.

County

"County" means the County of Santa Cruz, California

Day

"Day" means a calendar day of 24 hours, except when preceded by the term "working" as defined below.

Defective Work

"Defective Work" whenever used shall be understood to mean workmanship, materials, equipment or tools furnished by the Contractor which, in the opinion of the Engineer, do not conform to the *Contract Documents* or are otherwise unsatisfactory.

Dimension

"Dimension" shall mean those measurements used to define the size of a material, structure, or space. In all cases relating to materials, dimension shall mean the *nominal* dimension of that material, as normally found, used, or defined in related industry specifications.

District

"District" shall mean the Soquel Creek Water District.

Engineer

"Engineer" means the person designated by the District as the Chief Engineer to function as adviser to the District on engineering matters relating to the design of the project. Unless otherwise specified in writing, "Engineer" shall mean the Chief Engineer.

Governing Body of Owner

"Governing Body of Owner" means the Board of Directors of the Soquel Creek Water District.

Inspector

"Inspector" means the person(s), firm(s), or agency(ies) employed by the District to perform inspection during construction of the work, under the direction of Engineer.

It shall also mean any representative of the District who will perform inspections of the work for code compliance and quality assurance reporting in addition to those inspections performed by Engineer. This inspector may be the Engineer or may be another representative of the District. If Inspector and Engineer are not the same, Inspector will have only that authority as specifically stated herein.

Masculine Gender

Masculine gender words include the feminine.

May

"May", whenever used, is permissive.

Owner

"Owner" means the Soquel Creek Water District, Soquel, California.

Person

"Person" includes firms, companies, and corporations, as well as individuals.

Plans

"Plans" means the official plans, working drawings or exact reproductions thereof, approved by the District, which show the location, character, dimensions and details of the work on the project and the work to be done. The Plans are to be considered as a part of the *Contract Documents*, complimentary to the specifications.

Project

"Project" means the entire public improvement proposed by the District to be constructed in whole or in part, pursuant to the *Contract Documents*.

Project Manager

"Project Manager" means the person designated by the District to function as adviser and consultant to the District on engineering matters relating to the Contract. Unless otherwise specified in writing, "Project Manager" shall mean the Chief Engineer.

Project Superintendent

"Project Superintendent" means the person designated by the Contractor to function as his representative in the field with full authority to direct the work in the field for the Contractor.

Registered <Civil, Structural, Safety, Electrical, Mechanical> Engineer or Land Surveyor

"Registered Engineer" shall mean a person certified by the State of California Department of Consumer Affairs, State Board of Registration for Professional Engineers and Land Surveyors to practice engineering and/or land surveying within that specialty or discipline provided for in these Standard Specifications and the *Contract Documents*.

Shall or Will

"Shall" or "Will", whenever used, is mandatory.

Subcontractor

"Subcontractor" means a person, firm, partnership or corporation having a direct Contract with the Contractor and not with the District, for the performing of work or labor or the rendering of service to the Contractor for the work.

Subsubcontractor

"Subsubcontractor" means a person, firm, partnership or corporation having a direct Contract with a Subcontractor to the Contractor and not with the District, for the performing of work or labor or the rendering of service to the Subcontractor for the work.

Surety

"Surety" means any persons, firm, partnership or corporation that executes as Surety on Contractor's Bond for Faithful Performance, Contractor's Payment Bond or Bidder's Bond.

Travelled Way

That portion of any roadway or driveway, public or private, readily accessible to vehicular traffic. The travelled way shall include but not be limited to, paved surfaces between curbs, shoulders, unpaved access roads, and an area 10-feet in width adjacent to roadways not otherwise closed or obstructed to vehicular traffic.

Work

"Work" means work to be performed on the project under the Contract, including work normally done at the site of the project plus labor and materials.

Work Area

"Work Area" means "right-of-way", "roadway", "roadbed", and as applied to non-highway work, it may refer to easements or job sites.

Working Day

A working day is any day except Saturdays, Sundays or designated holidays, on which the normal working forces of the Contractor may proceed with regular work on the controlling operation or operations on the accepted work schedule for at least six hours toward completion of the Contract, unless work is suspended for causes beyond the Contractor's control.

Section 101.02 Abbreviations.02 Abbreviations - Whenever in these specifications and the *Contract Documents* the following abbreviations are used, the intent and meaning shall be interpreted as follows, unless the context otherwise requires.

AAN	American A ssociation of N urserymen
AASHTO	American A ssociation of S tate H ighway and T ransportation O fficials
AC or ac	A cre
ACI	American C oncrete I nstitute
AGA	American G as A ssociation
AGCA	A ssociated G eneral C ontractors of A merica
AIA	American I nstitute of A rchitects
AISC	American I nstitute of S teel C onstruction
AISI	American I ron and S teel I nstitute
ANSI	American N ational S tandards I nstitute
APHA	American P ublic H ealth A ssociation
API	American P etroleum I nstitute
APWA	American P ublic W orks A ssociation
AREA	American R ailway E ngineering A ssociation
ASCE	American S ociety of C ivil E ngineers
ASME	American S ociety of M echanical E ngineers
ASTM	American S ociety for T esting and M aterials
AWPA	American W ood P reservers A ssociation
AWS	American W elding S ociety
AWWA	American W ater W orks A ssociation
CalTrans	State of C alifornia D epartment of T ransportation
CEQA	State of C alifornia E nvironmental Q uality A ct
CF or cf	C ubic F oot or F eet
CFS or cfs	C ubic F eet per S econd
CRSI	C oncrete R einforcing S teel I nstitute
cusec	C ubic F eet per S econd
CY or cy	C ubic Y ard
DU or du	D welling U nit
EA or ea	E ach
EIA	E lectronics I ndustries A ssociation
EPA	E nvironmental P rotection A gency
FCC	F ederal C ommunications C ommission

FHWA	Federal Highway Administration
FPS or fps	Feet per Second
GAL or gal	Gallon
GPCD	Gallons per Capita per Day
GVW	Gross Vehicle Weight
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Council of Building Officials
ICC	Interstate Commerce Commission
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society of North America
ITE	Institute of Traffic Engineers
LB or lb	Pound (Avoirdupois)
LF or lf	Linear Foot
LS or ls	Lump Sum
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NLMA	National Lumber Manufacturer's Association
NPT	National Pipe Thread
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
PCF or pcf	Pounds per Cubic Foot
PSF or psf	Pounds per Square Foot
PSI or psi	Pounds per Square Inch
STA or Sta	100-foot Station (thus: Sta 15 + 00 equals 1,500 feet of horizontal measurement)
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
UPC	Uniform Plumbing Code
WWPA	Western Wood Products Association

Section 101.03 Headings.03 Headings - Headings to parts, sections, forms, articles and sub-articles are inserted for convenience of reference only and shall not affect the interpretation of the *Contract Documents*.

SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS

Section 102.01 Examination of Plans, Specifications, and Site of Work **102.01 Examination of Plans, Specifications, and Site of Work** - The *Contract Documents* will be prepared from the best information available to the District at the time of preparation. The bidder shall examine carefully the plans, specifications, proposal and Contract forms, and the physical site of the work and shall fully inform himself as to all existing conditions and limitations under which the work is to be performed. Should the bidder discover any apparent discrepancy between the *Contract Documents* and conditions as found in the field, he shall immediately bring such discovery to the attention of the Engineer in accordance with Section 105.10, "Errors and Omissions" of these Standard Specifications. The bidder shall include in bidder's proposal a sum to cover the cost of all items necessary to perform the work as set forth in the *Contract Documents*. No allowance of any kind whatsoever will be made to any bidder because of lack of such examination or knowledge. The submission of a proposal will be considered conclusive evidence that the bidder has made such an examination.

The District may schedule a "Pre-Bid" conference prior to opening of proposals, however the scheduling of a Pre-Bid conference shall not relieve the bidder of responsibility for the examination herein described in preparing his proposal.

The bidder will receive no additional compensation for any obstacles or difficulties due to subsurface conditions actually encountered, except as provided elsewhere herein. Where investigations of surface or subsurface conditions have been made by the District in respect to foundations or other structural design and the presence of existing utilities or facilities, and that information is included in the *Contract Documents*, said information is provided as a convenience to the bidder. The District assumes no responsibility as to the sufficiency or accuracy of borings or of the log of test borings or other investigations or tests, or the interpretation thereof; there is no guarantee, warranty, or representation,

expressed or implied, that the conditions indicated thereby in fact exist or are representative of those existing throughout the work. Such information shall be used as a basis for proposals at the bidder's own and sole risk; making such information available to bidders is not to be construed in any way as a waiver of the other provisions of this section, and bidders must satisfy themselves through their own investigations as to the surface and subsurface conditions of the site.

Section 102.02 Form of Proposal.**02 Form of Proposal** - The *Proposal* shall be made on the blank form provided in the *Contract Documents* **WITHOUT REMOVAL FROM THE BOUND CONTRACT DOCUMENTS**. All proposals shall list proposed prices both in writing and in figures, and shall be signed, with address included, by the bidder or the bidder's authorized representative. Proposals made by individuals must show the individuals signature and post office address; if made by a firm or partnership, the name and post office address of the firm or partnership and the signature of one or all partners must be shown. Proposals submitted by corporations must show the name and post office address of the corporation, the name of the state under whose laws the corporation is chartered, and the signature and title of the person signing on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope and endorsed as specified in the *Notice Inviting Sealed Proposals*. Bidders are warned against proposals containing irregularities of any kind, including erasures, omissions, conditions, alterations, or additional proposals, as such proposals may be rejected.

Section 102.03 Withdrawal, Modification, or Alteration of Proposal.**102.03 Withdrawal, Modification, or Alteration of Proposal** - Any proposal may be withdrawn at any time **PRIOR** to the hour fixed in the *Notice Inviting Sealed Proposals* for the opening of proposals, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of a proposal, is filed with the District. The withdrawal of a proposal will not in any way prejudice the right of a bidder to file a new proposal.

Prior to opening proposals, changes may be made in a bidders proposal, provided that the change is made in a neat and legible fashion conforming with Section 102.02, "Form of Proposal" of these General Conditions and initialled by the bidder or his agent. If the intent of the bidder is not clearly identifiable, the interpretation most advantageous to the District will prevail.

Section 102.04 Late Proposals.**04 Late Proposals** - Proposals received after the scheduled time for filing proposals, as set forth in the *Notice Inviting Sealed Proposals*, will be rejected and returned unopened to the bidder unless such closing time has been extended by the District by addenda.

Section 102.05 Addenda to the Contract Documents.**05 Addenda to the Contract Documents** - Any addendum or addenda issued by the District which may include changes, corrections, additions, interpretations, or information shall be binding upon the bidder. Such addenda may be issued via United States Mail or facsimile transmission in accordance with Section 106.34, "Service of Notices" of these Standard Specifications. The District will issue copies of all addenda at the time of promulgation and the bidders shall acknowledge receipt of same by inclusion of the addenda in their proposal. Proposals received without all addenda attached will be considered non-responsive and subject to rejection with the following exception.

If an addendum is issued within 24-hours of the originally scheduled bid opening via facsimile transmission the proposal will be tentatively considered as responsive without the bidder's copy of the addenda attached. The bidder's copy of the addenda must be received within 24-hours of bid opening to be considered responsive. If the bidder returns the addendum or addenda via facsimile transmission prior to bid opening, that addendum or addenda will be considered as included in the proposal as if attached thereto.

The award of the Contract to the lowest responsible bidder shall be dependent upon the receipt at the District office of all signed addenda in accordance with these provisions.

Failure of the successful bidder to obtain, acknowledge, and include in his proposal all provisions of such addenda shall not relieve him of responsibility for compliance with all *Contract Documents*, including but not limited to all addenda issued.

Section 102.06 Advertising for Proposals.**06 Advertising for Proposals** - A reasonable time prior to the scheduled opening of proposals, the District will place a legal advertisement of the *Notice Inviting Sealed Proposals* in the local newspaper and other media as appropriate, stating the salient features of the work for which a proposal is solicited; the

time, date, and place at which proposals will be opened and publicly read; and all other pertinent information required under law. There will be no obligation on the part of the District to convey a Notice Inviting Sealed Proposals to any individual, corporation, or partnership, or any other agencies except as provided under law; the failure of the District to convey a *Notice Inviting Sealed Proposals* to any individual, corporation, partnership, or agency will not be considered cause for postponement of the scheduled time at which proposals will be opened and read aloud.

Section 102.07 Public Opening of Proposals.07 Public Opening of Proposals - Proposals will be publicly opened and read aloud at the time and place indicated in the *Notice Inviting Sealed Proposals*. Bidders or their agents are invited to attend the opening of proposals. The results of the opening of proposals will be kept on file at the District offices and may be viewed thereat.

Section 102.08 Proposal Guarantee.08 Proposal Guarantee - Each proposal shall be accompanied by either a certified check, cashier's check, or bidder's bond issued by a surety company licensed in accordance with Section 103.07, "Surety" of these Standard Specifications in an amount not less than 10 per cent of the total amount proposed, and shall be made payable to the District.

Section 102.09 Qualification of Bidders.09 Qualification of Bidders - Except as provided for in the *Contract Documents* for a project, all contractors doing work on District facilities, whether contracted directly with the District or other party, shall be duly licensed as a General or Specialty Contractor under Sections 7008 and 7059 of the Business and Professions Code of the State of California.

All contractors may be required to demonstrate to the satisfaction of the Engineer that they are experienced and skilled in the type of work to be performed. Said qualification shall consist of a *Statement of Contractor's Experience* listing projects of a comparable nature, size, and complexity to the immediate project successfully performed in the previous 5 years. The Engineer reserves the right to contact the owner of any, all or none of the projects listed thereon. The Engineer's opinion as to the qualification of the Contractor shall be final and binding on the Contractor.

Section 102.10 Disqualification of Bidders.10 Disqualification of Bidders - More than one proposal from an individual, firm, or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work will be cause for rejection of all proposals in which such bidder is interested. If there is reason to believe that collusion exists among bidders, none of the participants in such collusion will be considered. Proposals in which the prices are obviously unbalanced may be rejected.

Section 102.11 Rejection of Proposals.11 Rejection of Proposals - The District reserves the right to reject any or all proposals in whole or in part or waive any irregularities not affecting substantial rights.

Section 102.12 List of Subcontractors.12 List of Subcontractors - In accordance with Chapter 2, Division 5, Title 1 of the Government Code, each proposal shall have listed the name and address of each subcontractor to whom the Contractor proposes to sublet portions of the work. A subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only, for performance of work at the site of work. Subcontractors shall be listed on the form provided as part of the *Contract Documents* at the time of submitting the proposal.

SECTION 103 AWARD AND EXECUTION OF CONTRACT SECTION 103 AWARD AND EXECUTION OF CONTRACT

Section 103.01 Award of Contract.01 Award of Contract - Award of Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the specified requirements. The award, if made, will be made within 30 days after the opening of proposals. The District reserves the right to reject any and all proposals.

Section 103.02 Execution of Contract.02 Execution of Contract - The Contract agreement shall be signed by the successful bidder and returned to the District, together with the Contract bonds, within 15 working days after *Notice of Award* has been sent to him by United States mail at the address given by him in his proposal.

Section 103.03 Return of Proposal Guaranties.03 Return of Proposal Guaranties - Within 10 days after the proposals are opened, the District will return the proposal guaranties accompanying such proposals as are NOT selected for award. All other proposal guaranties will be held until the Contract is fully issued, after which they will be

returned to the respective bidders whose proposals they accompany.

Section 103.04 Failure to Execute Contract. **04 Failure to Execute Contract** - Failure on the part of the bidder to execute the Contract and to deliver the Contract and required Contract bonds as provided in Section 103.02, "Execution of Contract", will be just cause for the cancellation of the award, withdrawal of the Contract and forfeit of the proposal guaranty. The proposal guaranty accompanying the bid shall become the property of the District, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised in conformance with Section 102.06, "Advertising for Proposals" of these Standard Specifications, or otherwise, as the District may decide.

Section 103.05 Termination of Contract. **05 Termination of Contract by the District** - If the work provided for under the Contract shall be abandoned, or if the Contract shall be sublet or assigned without the express, written consent of the District, or if at any time the Engineer shall be of the opinion that the conditions specified as to the rate of progress are not being fulfilled, or that the work or any part thereof is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or provisions of the Contract, or is executing the same in bad faith, the District will notify the Contractor in writing to fulfill the conditions of the Contract, and should the Contractor fail to begin compliance with said notice within 5 days, the District may, at the District's discretion, notify the Contractor to discontinue all work under the Contract, or any part thereof. Thereupon, the Contractor shall discontinue work, and the District may, by Contract or otherwise, at the District's discretion, complete the work or such part thereof, and may take possession of the work and use therein such materials, machinery, implements, and tools of every description as shall be found upon the work or provide whatever is needed for the completion of the work and charge the expense thereof to the Contractor and/or his surety.

In order to meet the expense so incurred, the District is hereby authorized by the Contractor to draw a warrant in the name of the Contractor and in favor of those persons, firms, or corporations doing the work or providing the materials or labor therefor, against the fund or appropriation set aside for the purpose of the Contract, and when a warrant is so drawn it shall be conclusive upon the Contractor, and shall be to all intents and purposes the same as drawn by the Contractor in person. When any of the said demands have been audited and paid, the amount of the same shall be deducted from the fund or appropriation set aside for the purposes of the Contract being so terminated. The Contractor shall immediately, upon due notice in writing from the Engineer, remove from the site of work all materials and personal property belonging to him which have not already been used in the construction of the work, or which are not in place in the work and he shall forfeit all sums due him under the Contract, and both he and his sureties shall be liable on his bond for all damages caused the District by reason of his failure to complete the Contract.

Neither the extension of time, for any reason, beyond the date fixed for the completion of the work, nor the doing and acceptance of any part of the work called for by the terms of the Contract, subsequent to the said date, shall be deemed to be a waiver by the District of the right to abrogate, annul, or terminate the Contract for abandonment or cause as provided above.

Section 103.06 Termination of Contract by the Contractor **103.06 Termination of Contract by the Contractor** - Under the following conditions, the Contractor shall have the right, if he so desires, to stop the work and terminate the Contract upon 10 days' written notice to the Engineer, and recover from the District payment for all work actually performed and for all satisfactory materials delivered to the work site for permanent incorporation therein, as all may be shown by the estimate of the Engineer:

1. If the work be stopped under an order of any court or other competent authority for a period of 3 months through no act of fault by the Contractor or anyone employed by him;
2. If the Engineer fails to issue the monthly certificate for payment in accordance with the terms of these Standard Specifications and the *Contract Documents*;
3. If the District fails to pay the Contractor, within 60 days after it shall have become due, as provided by the terms of the Contract, any sum certified by the Engineer or awarded by the District.

All provided that the Contractor must have no remaining work to be done that can be performed not in violation of the order of any court or competent authority. If any such action to terminate the Contract be not instituted by the Contractor within 10 days after the alleged existence of such condition and if written notice of such action be not at that time

delivered to the District and the Engineer, then such right shall lapse until another such occasion arises according to this section.

Section 103.07 Transfer of Contract. **07 Transfer of Contract** - The Contract shall not be assigned in whole or in part without the written consent of the District.

SECTION 103.08 Surety. **08 Surety**

Section 103.08.01 General - The Contractor shall submit to the District surety bonds to ensure the *Proposal*, the performance of the work, payment for labor and material persons, the maintenance of the work for the specified period of time following acceptance of the work, and such other sureties as called for in the *Contract Documents*. The Contractor or his surety shall provide a current *Certificate of Insurance* pursuant to Section 105 of the Insurance Code of the State of California issued to the surety by the Insurance Commissioner of the State of California. The surety company shall be listed in the latest *Federal Register of Acceptable Sureties* of the United States Treasury Department.

The scope of the bonds or the forms thereof shall in no way affect or alter the liabilities of the Contractor to the District. The bonds to be utilized shall be the form of bonds included in the *Contract Documents*, and shall be satisfactory to the General Manager/Chief Engineer of the District.

Section 103.08.02 Bond of Faithful Performance - The Contractor shall furnish a bond in the amount of 100 percent of the Contract price as security for the faithful performance of the work. Such bonds shall remain in force throughout the period of 730 days after final acceptance of the work to cover any defects in workmanship, materials, or equipment which develop in that time.

Section 103.08.03 Payment Bond - The Contractor shall furnish a bond in the amount of 100 percent of the Contract price as security for the faithful payment and satisfaction of all persons furnishing materials and performing labor on the work. Such bonds shall remain in force throughout the period of 730 days after final acceptance of the work to cover any defects in workmanship, materials, or equipment which develop in that time. The scope of the bonds or the forms thereof shall in no way affect or alter the liabilities of the Contractor to the District. The bonds to be utilized shall be the form of bonds included in the *Contract Documents*, and shall be satisfactory to the General Manager/Chief Engineer of the District.

SECTION 103.09 Insurance. **09 Insurance**

Section 103.09.01 General - All Contractors employed by the District shall maintain in full force and effect at all times while working on District facilities, the following minimum insurance coverage and shall provide the District proof of insurance on forms approved by the District prior to commencing work.

Section 103.09.02 Amount of General Liability Insurance - General liability insurance shall be in amounts as follows:

- a. Bodily injury for bodily injuries or death suffered or alleged to have been suffered by any person or persons by reason of or in the course of operations under the Contract, whether occurring by reason of acts or omissions of the Contractor or any subcontractor or both. Such insurance shall be maintained until final acceptance of the work by the District and shall include completed operations and products liability insurance with an aggregate limit in the amount specified herein, which shall continue for a period of 365 days after final acceptance of the work by the District and shall include completed operations and products liability which shall continue for a period of 365 days after final acceptance of the work by the District. The minimum amounts of coverage shall be \$1,000,000 for each person and \$2,000,000 for each occurrence with an aggregate limit of \$2,000,000 during the term of insurance.
- b. Property damage (broad form) affording limits of liability in the minimum amount of \$500,000 for each occurrence during the term of the insurance. Property damage coverage shall include damages to property suffered or alleged to have been suffered by any person or persons by reason of or in the course of operations under the Contract, whether occurring by reason of acts or omissions of the Contractor or any subcontractor or both. Such insurance shall be maintained until final acceptance of the work by the District and shall include completed operations and product liability insurance which shall continue for a period of 365 days after final acceptance of the work by the District.

Section 103.09.03 Amount of Automobile Liability Insurance - The amount of automobile liability insurance shall be not less than \$500,000 for each person, and \$1,000,000 for each accident or occurrence, and property damage liability limits of not less than \$500,000 for each accident or occurrence which may arise from the operations of Contractor in the performance of the work hereunder provided.

Section 103.09.04 Amount of Builders Risk Insurance - The amount of Builders Risk Insurance as set forth in these Standard Specifications shall be 100 percent of the contract amount.

Section 103.09.05 General Liability Insurance - The Contractor shall provide and maintain the following comprehensive general liability insurance:

Section 103.09.05a Indemnification - Such liability insurance shall indemnify the Contractor and his subcontractors against loss from liability imposed by law upon, or assumed under Contract by, the Contractor or his subcontractors for damages on account of such bodily injury (including death), property damage and completed operations and products liability. Such insurance shall be provided on a policy form written by underwriters through an agency satisfactory to the District, which includes a cross-liability clause, and covers general liability and property damage, operations, owned and non-owned vehicles and equipment, contractors' protective coverage, blanket contractual liability and completed operations liability. Such liability insurance shall include but not be limited to, earthquake, flooding, explosion, collapse, underground excavation and removal of lateral support. The District, its officers, agents, and employees shall be named as additional primary insured on any such policies. An endorsement on the Contractor's policy naming the additional insured shall be submitted on Form CG 2010 or that form approved in advance by the Engineer.

Section 103.09.05b Workman's Compensation Insurance - The Contractor and all subcontractors shall cover or insure under the applicable laws relating to workmen's compensation or employer's liability insurance, all of their employees working on or about the construction site, regardless of whether such coverage or insurance is mandatory or merely elective under the law, and the Contractor shall defend, protect and save harmless the District, its officers, agents, servants and employees from and against all claims, suits, and actions arising from any failure of the Contractor or any subcontractor to maintain such insurance. Before beginning work, Contractor shall furnish to the District General Manager/Chief Engineer satisfactory proof that he has taken out for the period covered by the work under the Contract, full compensation insurance for all persons employed directly by him or through subcontractors in carrying out the work contemplated under the Contract, all in accordance with the "Worker's Compensation and Insurance Act," Division IV of the Labor Code of the State of California, and any Acts amendatory thereof.

Section 103.09.05c Evidences and Cancellation of Insurance - Prior to execution of the contract, the Contractor shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give, by registered mail, written notice to the District at least 30 days prior to the effective date of any cancellation, lapse or material change in the policy.

The Contractor shall, upon demand of the District, deliver to the District all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the District, then it shall be lawful for the District to obtain and maintain such insurance, and the Contractor hereby appoints the District his true and lawful attorney-in-fact to do all things necessary for this purpose. All money paid by the District for insurance premiums under the provisions of this article will be charged to the Contractor.

Section 103.10 Contract Time.10 Contract Time - Time shall be of the essence of the Contract. The District, however, may grant extensions of time to the extent it finds reasonable and justified when the delay is due solely to causes beyond the control of the Contractor, as provided in Section 107.05, "Extension of Time" of these Standard Specifications.

Upon initial commencement of work, the Contractor shall provide adequate labor, tools, materials, and equipment, and work shall be done as vigorously and as continuously as conditions permit and always in accordance with a schedule that will ensure completion within the specified time limit, due allowances being made for possible unfavorable conditions, interference, breakdowns, and other causes of delay.

If, in the judgement of the Engineer, insufficient forces are being employed, or inadequate equipment and methods are used, or if progress is for any reason unduly delayed, he may instruct the Contractor in writing to increase his force or equipment, or adopt improved methods to expedite the work, and the Contractor shall heed and follow such instructions, however conformity to the Engineer's instructions shall not relieve the Contractor of his responsibilities under the Contract.

Section 103.11 Notice to Proceed.11 Notice to Proceed - Written *Notice to Proceed* will be given within 10 days after the Contract has been executed by both parties and the contract bonds and all required evidences of insurance have been filed with and approved by the District. The Contractor shall not commence work prior to the date shown on that *Notice to Proceed* as the effective date and any work so performed shall be at the Contractor's risk and the District will not be obligated to pay for any such work until said effective date and then only for such work as meets in all respects the requirements of the *Contract Documents*. The District will not be obligated to perform any inspection or testing related to the *Contract Documents* prior to the effective date and the Contractor shall expose said work for inspection and remove any and all work otherwise not in conformance with the *Contract Documents*.

The *Notice to Proceed* may be delayed or may specify a date due to the need for utility relocation or other work to be completed prior to commencing work on the Contract. Insofar as possible, said delay will be noted in the *Contract Documents* however, the District will have no obligation to inform the Contractor prior to the execution of the Contract of any delays beyond the control of the District to which the District is not privy at the time of preparing the *Contract Documents*. The Contractor's proposal will be assumed to include sufficient allowance for any and all delays in the issuance of the *Notice to Proceed* that may be provided for in the *Contract Documents* or that the District may advise the Contractor of prior to issuance of the *Notice to Proceed*.

The Contractor shall commence work within 10 calendar days of receipt of the *Notice to Proceed*, or such other date as may be fixed by the *Notice to Proceed*, which date shall establish the initial date for the calculation of the Contract Time of Completion. The Contractor shall provide the Engineer written notice of commencing work 2 working days in advance, noting when and where he will actually commence work on the project.

Section 103.12 Taxes.12 Taxes - Bid prices shall include allowance for all federal, state and local taxes.

Section 103.13 Bid Price.13 Bid Price - The bid price shall include everything necessary for the completion of construction and fulfillment of the Contract including but not limited to furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services.

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be considered the amount bid.

In the event of a difference between a unit price and the extended amount quoted for a proposal item, the unit price and extended amount so calculated shall be considered the amount bid.

Section 103.14 Damages for Delay (Liquidated Damages)103.14 Damages for Delay (Liquidated Damages) - Damages for avoidable delay shall be in the amount per calendar or working day provided for in Section 108.08, "Assessment of Damages for Delay (Liquidated Damages)" of these Standard Specifications or as provided for in the *Contract Documents*.

Permitting the Contractor to continue and finish work or any part thereof after the expiration of the Contract Completion Time or the adjusted Contract Completion Time, as appropriate, shall in no way act as a waiver on the District or any of its rights under the Contract.

Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire Contract, nor shall the payment of such liquidated damages constitute a waiver of the District's right to collect any additional damages which may be sustained by the failure of the Contractor to carry out the terms of the Contract, it being the intent of the parties that said liquidated damages be full and complete payment for failure of the Contractor to complete the work on time.

Section 103.15 Suspension of Work.15 Suspension of Work

Section 103.15.01 Suspension of Work by the District - The Contractor shall suspend work on the project wholly or in part as directed by the District for good and sufficient reason. In the event of such suspension, the District will, except in emergency, and except as hereinafter provided, give Contractor 3 working days written notice and work shall be resumed within 5 working days of receipt of notice by the District to resume work. District will allow the Contractor an extension in contract time commensurate with the total period of temporary suspension, and will reimburse the Contractor for necessary rental of unused equipment, services of watchpersons, and other unavoidable expenses accruing by reason of the suspension without fault of the Contractor. The Contractor shall not be entitled to damages, intangible or overhead expenses, or anticipated profits arising from such temporary suspension. All reimbursement so requested by the Contractor shall be considered as force account work in accordance with Section 108.06, "Force Account Work" of these Standard Specifications.

Section 103.15.02 Suspension of Work by the Engineer - Upon written direction of the Engineer, the Contractor shall immediately suspend work on the project, in whole or in part, pursuant to Section 106.02, "Authority of the Engineer" and Section 106.03, "Inspection of Construction" of these Standard Specifications due to: 1) failure to correct unsafe conditions for working personnel, the general public, or the District's employees and agents, 2) failure to carry out provisions of the *Contract Documents*, 3) failure to carry out lawful orders or directives and, 4) for failure to provide access to public officials pursuant to Section 106.25, "Access by Federal, State, and Local Government Officials" of these Standard Specifications. Said suspension of work by the Engineer shall be for such periods of time as the Engineer may deem necessary due to conditions considered unsuitable for the performance of the work or for any reason deemed to be in the public interest.

The Contractor shall bear all costs associated with said temporary suspension except as directed by the Engineer. No consideration will be given for compensation or extension of contract time unless specifically included in the Engineer's written direction to suspend work.

Section 103.15.03 Voluntary Suspension of Work by the Contractor - The Contractor shall prosecute his work in a continuous and uninterrupted manner to completion except as provided for in these Standard Specifications. The Contractor shall not voluntarily suspend his work without the prior written approval of the Engineer. Voluntary suspension of work shall not be considered sufficient cause for an extension of time or additional compensation. The Contractor shall provide written notice to the Engineer a minimum of one working day prior to recommencing work on the project.

Suspension of work due to weather or other site conditions, as provided for in Section 107.05, "Extension of Time" of these Standard Specifications may not require an order of suspension by the Engineer.

Section 103.15.04 Responsibility of the Contractor during Suspension of Work - Except as provided for in these Standard Specifications, the *Contract Documents*, or the direction of the Engineer, voluntary or involuntary suspension of work, whether or not directed or approved by the Engineer, will not be sufficient cause for claims for damages, idle equipment, labor, an extension of time, or extra compensation.

At the commencement of and throughout the period of suspension, the Contractor shall be responsible for the care of the work performed and take every precaution necessary for the protection of work performed, the public safety and well being, and the District interest. This shall include but not be limited to, installing all traffic controls, trench shoring, watchpersons, barricades, and protective devices as if the work were proceeding continuous and uninterrupted.

The Contractor shall be responsible for all costs associated with the protection herein required. If, in the opinion of the Engineer, the Contractor has not or can not provide such protection, the District may take such action as deemed necessary to ensure said protection and the costs associated therewith will be charged against the Contractor.

Section 103.15.05 Resumption of Work Following Suspension - In all cases of suspension of work, resumption of work shall only commence upon the written direction of the District or the Engineer. The Contractor shall promptly resume work following such notice including but not limited to, clearing the site of obstructions and debris, removing protective measures, and mobilization to actually resume the work.

SECTION 104 LEGAL RELATIONS AND RESPONSIBILITY SECTION 104 LEGAL RELATIONS AND RESPONSIBILITY

Section 104.01 Compliance with Laws and Regulations **104.01 Compliance with Laws and Regulations** - The

Contractor shall keep himself fully informed of all existing and future laws, regulations, ordinances, and policies of the United States of America, State of California, County of Santa Cruz, City of Capitola, and the District which in any manner affect those persons or firms engaged or employed in the work, the materials and equipment used in the work, or which affect in any way the conduct of the work and of all such orders or decrees of bodies or tribunals having any jurisdiction over the work. If any discrepancy or inconsistency is discovered in the *Contract Documents*, including any changes thereto made in accordance with these Standard Specifications in relation to any such law, regulation, ordinance, order, or decree, the Contractor shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with, all such existing and future laws, regulations, ordinances, and policies. The Contractor shall protect and indemnify the District and all of the District's officers, agents, and servants against any claim or liability arising from or based upon the violation of any such law, regulation, ordinance, or policy, whether by the Contractor, his employees, surety, subcontractors, or agents.

Section 104.02 Successor's Obligation.02 Successor's Obligation - All grants, covenants, provisions and claims, rights, powers, privileges, and liabilities contained in the *Contract Documents* shall be read and held as made by and with and granted to and imposed upon the Contractor and the District and their respective heirs, executors, administrators, successors and assigns.

Section 104.03 Assumption of Risks.03 Assumption of Risks - Until the completion of all work under and implied by the Contract and acceptance by the District, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, restore, repair, and make good all injuries, damages, reconstructions, and repairs, occasioned or rendered necessary, by causes of any nature whatsoever, excepting only acts of God and none other, to any and all portions of the work and adjacent properties, excepting as otherwise stipulated herein.

Section 104.04 Responsibility of the Contractor.04 Responsibility of the Contractor - The Contractor shall do all work and furnish all labor, tools, equipment, and machines necessary for the performance and completion of the project in accordance with the *Contract Documents* within the specified time.

Material and construction details of all plants, forms, shoring, falsework, and other structures built by the Contractor incidental to the performance of his work on the project but not a part of the permanent project, shall meet the approval of the Engineer, but such approval shall not relieve the Contractor from responsibility for their safety and sufficiency.

The approval of the Engineer shall be only for the purposes of ensuring compatibility with the intent of the project and the District will not be liable or responsible for any accident, loss, damage, or injury to the work or persons engaged in the performance of work under the Contract or to the general public affected thereby.

The Contractor shall assume responsibility for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the District, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume the defense of, indemnify and save harmless the District, its officers, employees, and agents from all claims, liability, loss, damage, and injury of every kind, nature, and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance, or use of motor vehicles, including construction equipment, in connection therewith, or the acts, omissions, operations, or conduct of the Contractor, his employees, or subcontractors under the Contractor in any way arising out of the Contract, irrespective of whether fault is the basis of the liability or claim, and irrespective of whether any act, omission, or conduct of the District connected with the Contract is a condition or contributory cause of the claimed liability, loss, damage, or injury and irrespective of whether act, omission, or conduct of the Contractor or subcontractor is merely a condition rather than a cause of the claim, liability, loss, damage, or injury.

Contractor shall not be responsible for nor be required to defend or indemnify the District relative to claims for damage or damages resulting solely from acts or omissions of the District, its officers, employees, or agents.

Section 104.05 Protection of the District Against Patent Claims104.05 Protection of the District Against Patent Claims - All fees, royalties, or claims for any patented invention, article, or method that may be used upon or in any manner connected with the work under the Contract shall be included in the price bid for the work and the Contractor and his sureties shall hold the District, together with all of the District's officers, employees, agents, and servants, harmless against any and all demands made for such fees or claims brought or made by the holder of any invention or patent, and before final payment is made on account of the Contract, the Contractor shall, if requested by the Engineer, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, his agents, servants, or employees, or any of them, be enjoined from furnishing or using any invention, article, material, or appliance supplied or required to be supplied or used under the Contract, the Contractor shall promptly substitute other articles, materials, or appliances, in lieu thereof, of equivalent efficiency, quality, finish, suitability, and market value and satisfactory in all respects to the Engineer. Or, in the event that the Engineer elects, in lieu of such substitution, to have supplied, and to retain and use, any such invention, article, material, or appliance, as may be required by the Contract to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the District, the District's officers, employees, agents, and servants, or any of them to use such article, material, or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitution, or the District may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the District or recover the amount thereof from him or his sureties notwithstanding final payment under the Contract may have been made.

Section 104.06 Maintenance of Traffic. **104.06 Maintenance of Traffic** - Throughout the performance of the work or in connection with the Contract, the Contractor shall construct and adequately maintain suitable and safe crossings over trenches and detours as are necessary, to care for public and private traffic, and to permit ingress and egress from public ways and private dwellings. Material excavated from the trench shall be compactly deposited along the sides of the trench in such a manner as to give as little inconvenience as possible to the traveling public and adjoining property owners or disposed of in accordance with Section 202.02, "Clearing and Grubbing" of these Standard Specifications.

The Contractor shall keep the roadways clear to a sufficient width or provide such controls and flagmen as are necessary to maintain two-way traffic on all roads and access to adjacent properties at all times.

The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

The full width of the travelled ways shall be open for use by public traffic on Saturdays, Sundays, and designated holidays and after 5:00 PM when construction operations are actively in progress on working days.

Section 104.07 Public Safety. **104.07 Public Safety** - The Contractor shall conduct the project with proper regard for the safety and convenience of the public. When the project involves the use of public ways, the Contractor shall provide flaggers when directed by the Engineer and install and maintain means of free access to fire hydrants, fire stations, public agencies and schools, service stations, warehouses, stores, houses, garages, and other property.

Private residential driveways shall only be closed with the approval of the Engineer and this approval shall be contingent upon the written approval of the affected property owner and, as appropriate, tenant. Closures of short duration may be permitted, provided that the property tenant has been personally notified of the closure and the Contractor has made provisions for temporary access by the tenant. The Contractor shall not interfere with the operation of public transit vehicles, school buses, and emergency vehicles nor shall he obstruct or interfere with travel over any public or private street, sidewalk, or other access way without the express written approval of the Engineer, said approval being contingent upon the written consent of the affected agencies and property owners.

The Contractor shall provide for the reasonable access to or through the work site and adjacent properties for emergency vehicles including but not limited to fire, police, and ambulance agencies or services.

All trenches shall be provided with adequate barricades and at night said barricades shall be lighted. All traffic control measures, including but not limited to flaggers, barricades, lights, and signs shall be in accordance with the Section 203, "Traffic Control" of these Standard Specifications and all regulations of local agencies. The Contractor shall maintain such provisions for the public safety in good working order at all times and shall promptly repair or replace any such equipment found to be inadequate or inoperative.

Additionally, the Contractor shall provide such additional protective measures as directed by the Engineer, local government agencies, and law enforcement agencies.

The Contractor shall be liable for the sufficiency and adequacy of all measures to protect the public at all times. The observation of directions from the Engineer and other governmental authorities shall not relieve the Contractor from his responsibility or liability for accidents to workmen or damage or injury to persons or property.

Section 104.08 Industrial Safety Orders - The Contractor shall execute and maintain his work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the *Contract Documents* relating to safety measures applicable in particular operations or kinds of work.

In carrying out his work, the Contractor shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and in compliance with all federal, state and local statutory requirements including State of California Division of Industrial Safety and Federal Office of Safety and Health Administration including but not limited to, those spaces identified in the *Contract Documents* as *Permit-Required Confined Spaces*.

Additionally, the Contractor shall post at prominent places on the work site 911 emergency reminder notices. Such reminders may be decals affixed to equipment, vehicles, shop and office structures, and bulletin boards.

Section 104.09 Contractor Permits and Licenses - The Contractor shall acquire, pay for, and possess such Federal, State, and local licenses as are required by law, including but not limited to a contractor's license, business license, commercial vehicle operator's license, building permits, and other such licenses and permits as are pertinent to the work and required to be acquired by the Contractor by the *Contract Documents*. The Contractor shall maintain said licenses and permits in full force and effect throughout the life of the Contract and shall post or otherwise display them on the job site as required. The Contractor shall bear full responsibility for acquiring, maintaining and paying all costs for such permits and licenses and shall include the costs therefor in the price bid for the work and no additional compensation will be allowed therefor.

Section 104.10 Trade Names and Approved Substitutions - Where materials or processes are identified by a manufacturer's name, model number, or other specific identifying information it is for the purpose of identifying the level of performance or function of that material. The specific model(s) noted have been reviewed by the District and found to satisfy the relevant criteria of performance, quality, function, or other criteria for the material or process so specified. It shall be assumed that the words ". . . or approved substitute" are appended to said identification whether or not they so appear. In order for a material to be considered as an approved substitute, a request for substitution consideration shall be submitted to the Engineer for review in conformance with Section 105.04, "Shop Drawings" of these Standard Specifications.

It shall be the Contractor's responsibility to demonstrate to the Engineer's satisfaction that the requested substitution meets all criteria for the material specified. The Engineer's opinion regarding the acceptability of the proposed substitution shall be considered final.

Due to the requirements of system operation and performance and in the interest of reliability, cost savings, or compatibility with other materials or processes, some materials or processes will be identified for which no substitution will be considered. Materials for which no substitute will be considered will be so noted within the specification.

The use of substituted material will not be permitted without the prior written approval of the Engineer. Unauthorized substitute material used shall be subject to immediate removal upon direction from the Engineer and no related work will be considered as acceptable and reimbursable until rectified to the satisfaction of the Engineer.

Section 104.11 Payment for Labor and Materials - The Contractor shall pay and cause his subcontractors to pay all account for labor including worker's compensation premiums, state unemployment, and Federal social security payments and all other wage and salary deductions required by law, services and material used by him and his subcontractors during the fulfillment of the contract as and when such accounts become due and payable, and shall furnish the District with proof of payment of such accounts in such form and as often as the District may request. Should payment of such accounts not be made when and as they become due, the District shall be at liberty to pay the same, and all money so paid by the District shall be charged to the Contractor.

Section 104.12 Waiver of Rights by District - No action or want of action on the part of the District at any time to exercise any right or remedies conferred upon it under the Contract shall be deemed to be a waiver on the part of the District of any of its rights or remedies.

Section 104.13 Charges to the Contractor.13 Charges to the Contractor - Everything charged to the Contractor, under the terms of the Contract, shall be paid by the Contractor to the District, on demand, and may be recovered by the District from the Contractor or his surety. All such charges will be first deducted from monies owed the Contractor and thereafter will be charged directly to the Contractor for payment.

Section 104.14 Wages Of Employees.14 Wages Of Employees - The District has ascertained the general prevailing rates of wages in the vicinity of work to be performed under Contract with the District. These wage rates are on file at the District office. The Contractor and each subcontractor engaged in the work shall pay each employee an amount not less than the wage rate set opposite each trade or occupation listed, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such employees. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

Section 104.15 Equal Employment Opportunity.15 Equal Employment Opportunity - During the performance of the Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of sex, race, creed, color, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their sex, race, creed, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (to be provided by Contractor) setting forth the provisions of this non-discrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to sex, race, creed, color, or national origin.

Section 104.16 Joint Venture Contractor.16 Joint Venture Contractor - In the event the Contractor is a joint venture of two or more Contractors, all grants, covenants, provisos and claims, rights, powers, privileges and liabilities of the Contract shall be construed and held to be several as well as joint; any notice, order, direction, request or other communication required to be or that may be given by the District or the Engineer to the Contractor under this agreement shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons; any notice, request or other communication given by any one of such persons to the District or the Engineer under this agreement shall be deemed to have been given by and shall bind all persons being the Contractor.

Section 104.17 Maintenance.17 Maintenance - Upon receipt of written direction from the Engineer, the Contractor shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the Engineer and at no cost to the District, any and all defects, breaks, or failures of the work occurring within 2 years following the date of acceptance by the District of the work due to 1) faulty or inadequate materials or workmanship, 2) damage or disturbances to other improvements under, within, or adjacent to the work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing his duties and obligations under the Contract.

When such defects or damage occur, within the time period herein described, in any part of the surface or subsurface improvements done under the Contract, or in any adjacent surface or subsurface improvements not included in the work done under the contract, the Contractor shall repair or replace the same and the 2 year maintenance period shall, with respect to such required repair, be extended 2 years from the date of completion of such repair.

If the Contractor, after notification, fails within 10 days to proceed to comply with the terms of this section, the District may have the defects corrected, and the Contractor or his surety shall be liable for all expense incurred, provided, however, that in the case of an emergency where, in the opinion of the Engineer, delay could cause serious loss or damage, repairs may be made without notice being given to the Contractor and the Contractor or his surety shall bear the cost thereof.

SECTION 105 SCOPE OF WORKSECTION 105 SCOPE OF WORK

Section 105.01 Plans and Specifications.01 Plans and Specifications - Plans, Specifications, and other *Contract Documents* shall govern the Contractor's work. Anything mentioned in the specifications and not shown on the plans and detailed drawings, or shown on the plans and detailed drawings and not mentioned in the specifications, shall be of like effect as shown or mentioned in both.

Section 105.02 Contract Documents.02 Contract Documents - The *Contract Documents*, in order of precedence, consist of the following. *Primary Contract documents* will control the Contract and *secondary contract documents* are those documents required by, supplemental to, or referenced in the *primary contract documents*.

PRIMARY CONTRACT DOCUMENTS

1. Agreement;
2. Proposal;
3. All permits from outside agencies required by law;
4. Project Special Provisions;
5. Project Plans;
6. Standard Specifications of the Soquel Creek Water District;
7. Standard Plans of the Soquel Creek Water District;
8. Contract Change Orders.
9. All Addenda

SECONDARY CONTRACT DOCUMENTS

1. Notice Inviting Sealed Proposals;
2. Information to Bidders;
3. Bidder's Statement of Financial Responsibility;
4. Designation of Subcontractors;
5. Bidder's Bond;
6. Bond of Faithful Performance;
7. Payment Bond;
8. Standard Specifications and Standard Plans of the California Department of Transportation;
9. Standard Specifications and Standard Plans of the County of Santa Cruz, California
10. Standard Specifications and Standard Plans of the City of Capitola , California
11. Labor Surcharge and Equipment Rental Rates and the General Prevailing Wage Rates as Determined by the California Department of Transportation Division of Construction (all as referenced herein);
12. Prevailing Wage Rates

Contract Change Orders, supplemental agreements, and approved revisions to plans and specifications will take precedence over conflicting portions of the *Contract Documents* listed above.

The Contractor shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the District may rely that the bidder has thoroughly examined and is familiar with the *Contract Documents*. The failure or neglect of a Contractor to receive or examine any of the *Contract Documents* shall in no way relieve him from any obligation with respect to his proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any *Contract Documents*.

The Contractor shall have at hand on the work site at least one copy of the *Contract Documents*, these Standard Specifications, copies of all permits, and any referenced standards immediately pertinent to the work for each crew engaged.

Section 105.03 Reference Standards.03 Reference Standards

Section 105.03.01 General - These Standard Specifications and any Special Provisions for individual projects may reference the Standard Specifications of any agency or the referenced standards of any professional, manufacturing or trade organization. Said specifications shall be the latest edition thereof unless a specific edition is referenced. The effective date of the latest edition shall be the date an agreement is approved by the District Board of Directors or the date upon which work shall commence, whichever is the later. Said referenced specifications and standards shall be considered as part of the *Contract Documents* and these Standard Specifications and be binding upon all work to the extent specified. All persons, firms and agencies performing work in or on District facilities shall be obligated to be familiar with and conform to those standards and specifications.

Section 105.03.02 Availability of Standards and References - The following list of agencies and organizations is provided for the convenience of the user. The District makes no warranty, expressed or implied, regarding the accuracy of information thereon.

American Association of State Highway and
Transportation Officials (AASHTO)
414 North Capitol Street; Suite 225
Washington, DC 20001
(202)624-5800

American Plywood Association
P.O. Box 11700
Tacoma, WA 98411
(206)565-6600

American Concrete Institute (ACI)
P.O. Box 19150
Detroit, MI 48219
(313)532-2600

American Public Works Association (APWA)
200 South Broad Street
Ridgemark, NJ
(201)445-5800
(FAX)445-5170

American Gas Association
1515 Wilson Boulevard
Arlington, VA 22209
(703)841-8400

American Society of Civil Engineers (ASCE)
345 East 47th Street
New York, New York 10017
(212)705-7275

American Insurance Association
85 John Street
New York, NY 10038
(212)669-0400

American Society of Heating, Refrigerating and Air-
Conditioning Engineers
1791 Tullie Circle, NE
Atlanta, GA 30329
(404)636-8400

American Institute of Steel Construction (AISC)
400 N. Michigan Ave.; 8th Floor
Chicago, IL 60611
(312)670-2400

American Society of Mechanical Engineers (ASME)
345 East 47th Street
New York, NY 10017
(212)705-7722

American Iron and Steel Institute (AISI)
1000 16th Avenue, NW
Washington, DC 20036
(202)452-7100

American Society for Testing and Materials (ASTM)
1916 Race Street
Philadelphia, PA 19103
(215)299-5400

American National Standards Institute (ANSI)
655 Fifteenth Street, NW;
Suite 300
Washington, DC 20015
(202)639-4090

American Water Works Association (AWWA)
6666 W. Quincy Avenue
Denver, CO 80235
(303)794-7711

American Petroleum Institute (API)
1220 L Street NW
Washington, DC 20005
(202)682-8000

American Welding Society
P.O. Box 350140
550 Le Jeune Road, NW
Miami, FL 33135
(305)443-9353

American Wood Preservers Association (AWPA)
P.O. Box 849
Stevensville, MD 21666
(301)643-4163

State of California
Department of Transportation
Office of Business Management
6002 Folsom Boulevard
Sacramento, CA 95819
(916)445-6184

State of California
Department of Transportation
Publications Division
1900 Royal Oak Drive
Sacramento, CA 95815
(916)445-3520

Ceramic Tile Institute
700 North Virgil Avenue
Los Angeles, CA 90029
(213)660-1911

Certified Ballast Manufacturers Association
Hanna Building, Suite 772
1422 Euclid Avenue
Cleveland, OH 44115
(216)241-0711

ETL Testing Laboratories, INC.
P.O. Box 2040
Route 11, Industrial Park
Cortland, NY 13045
(607)753-6711

Factory Mutual Engineering and Research
1151 Boston - Providence Turnpike
Boston, MA 02062
(617)762-4300

Hydraulic Institute
9 Sylvan Way, Suite 360
Parsippany, NJ 07054-3802
(201)267-9700

Illuminating Engineering Society of North America (IES)
345 E. 47th Street
New York, NY 10017
(212)705-7926

Institute of Electrical and Electronic Engineers, Inc.
(IEEE)
345 E. 47th Street
New York, NY
(212)705-7926
Instrument Society of America
P.O. Box 12277
67 Alexander Drive
Research Triangle Park, NC 27709
(919)549-8411

International Association of Plumbing and Mechanical
Officials (IAPMO)
2001 Walnut Drive South
Walnut, CA 91789-2825
(909)595-8449

International Council of Building Officials (ICBO)
5360 South Workman Mill Road
Whittier, CA 90601
(310)699-0541

Manufacturer's Standardization Society of the Valve and
Fittings Industry
127 Park Avenue, NE
Vienna, VA 22180
(703)281-6613

National Electrical Manufacturers Association (NEMA)
2101 L Street, NW; Suite 300
Washington, DC 20037
(202)457-8400

National Fire Protection Association (NFPA)
Batterymarch Park
Quincy, MA 02269
(616)770-3000

Sheet Metal and Air Conditioning Contractors National
Association
P.O. Box 70
Merrifield, VA 22116
(703)790-9890

Steel Structures Painting Council
4400 5th Avenue
Pittsburgh, PA 1521
(412)578-3327

Underwriters Laboratories (UL)
333 Pfingsten Road
Northbrook, IL 60062
(312)272-8800

United States Government
Department of Transportation
400 Seventh Avenue
Washington, DC 20590
(202)426-4000

United States Government
Federal Communications Commission (FCC)
1919 M Street, NW
Washington, DC 20554
(202)632-7000

United States Government
Occupational Safety and Health Administration (OSHA)
(U.S. Department of Labor)
Government Printing Office
Washington, DC 20402
(202)783-3238

United States Government
Federal Specifications
(General Services Administration)
Specifications Unit (WFSIS)
7th and D Streets, SW
Washington, DC 20406
(202)472-2205

Woodwork Institute of California
1833 Broadway
Fresno, CA 93773
(209)233-9035

Section 105.04 Shop Drawings.04 Shop Drawings - The plans furnished with the *Contract Documents* show details necessary to comprehensively indicate the work proposed and the results that are intended to be accomplished. The Contractor shall supply and bear the cost of any shop drawings required in connection with the prosecution or construction of part of such work.

The Contractor shall furnish the specified number of copies of all layout, detail, shop, and working drawings requested by the Engineer. The shop drawings shall be of sufficient size and scale to clearly show the details of work addressed by the drawings. Unless otherwise directed, all shop drawing sheets required for construction shall be of the same size as the project plans. Additional shop drawings, including but not limited to catalog cuts, manufacturer's specifications, test results, and certificates of compliance, may be of any size that provides sufficient clarity for the purpose of the submitted document.

All shop drawings shall be submitted in accordance with Section 107.10, "Submittals" of these Standard Specifications and the *Contract Documents*.

Approval by the Engineer of the Contractor's shop drawings is a general approval relating only to the compliance with the intent of the *Contract Documents*, and shall not constitute a waiver of errors, misfits, discrepancies, or omissions. No materials shall be delivered or work performed related to the shop drawings prior to the written approval of the Engineer.

Upon written approval of Shop Drawings required by the *Contract Documents* or as directed by the Engineer by *Contract Change Order* shall be considered included in and a part of the *Contract Documents* and shall carry the same weight and import as all other elements of the *Contract Documents*. The Contractor shall be bound to comply with all requirements of the Shop Drawings in the performance of work under the contract. Except as specifically stated in the *Contract Documents*, the Shop Drawings shall not supersede any element of the Standard Specifications or the *Contract Documents*.

Section 105.05 Changes in the Work.05 Changes in the Work - The District reserves the right to make such alterations, deviations, additions, or deletions from the plans and specifications for the Contract, including the right to increase or decrease the quantity or portion of the work or to delete any item or portion of the work, as deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

Any such changes will be set forth in a *Contract Change Order* which will specify, in addition to the work to be done in

connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A *Contract Change Order* will not become effective until approved by the Engineer.

Upon receipt of an approved *Contract Change Order*, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to the receipt of an approved *Contract Change Order* therefor. The Engineer will, as soon thereafter as practicable, issue an approved *Contract Change Order* for such work and the provisions of Section 105.12, "Procedure and Protest" of these Standard Specifications shall be fully applicable to such subsequently issued *Contract Change Order*.

When the compensation for an item of work is subject to adjustment under the provisions of this Section 105.05, "Changes in the Work", the Contractor shall, upon request of the Engineer, provide the Engineer with adequate detailed cost data for such items of work. If the Contractor requests an adjustment in compensation for such an item of work, such cost data shall be submitted with his request.

Nothing provided herein shall excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise provided herein, no charge for extra work or material will be allowed.

Section 105.06 Changed Conditions.06 Changed Conditions - If latent physical conditions are encountered at the site of the work differing materially from those indicated in the *Contract Documents*, or unknown physical conditions of an unusual nature, differing materially from those conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract, the Contractor shall immediately notify the Engineer of said conditions. If such condition or conditions may warrant, in the Contractor's opinion, consideration for additional compensation, the Contractor shall provide a written *Notice of Possible Claim* to the Engineer within 15 working days of discovering the changed condition. Such *Notice of Possible Claim* shall specifically describe the changed condition or conditions, the impact on the prosecution of the work, the possible fiscal impacts on the work, and any additional information that may assist the Engineer in his review of a request for extra compensation. Changed conditions that occur as a result of any negligence or inattention on the part of the Contractor or his agents shall not be considered eligible for extra compensation.

Such *Notice of Possible Claim* shall be considered as informational to the Engineer and shall not be binding upon the Engineer for any action whatsoever. If the Engineer is not given written notice as specified herein, the Contractor will be deemed to have waived any claim or claims for extra compensation in any manner arising out of the changed or unusual condition.

Following the submittal of such *Notice of Possible Claim* and prior to the issuance of final payment by the District, the Contractor may file a request for extra compensation caused by changed conditions to the Engineer. Any request for additional compensation shall not obligate the District to issue a *Contract Change Order*. Such request for extra compensation shall be submitted to the Engineer a minimum of 10 working days prior to the issuance of a *Progress Payment* in accordance with Section 108.01, "Progress Payment" of these Standard Specifications.

If, in the opinion of the Engineer, extra compensation is warranted due to changed conditions, he will then issue a *Contract Change Order* in accordance with Section 105.08, "Contract Change Orders" of these Standard Specifications.

The amount of extra compensation for such changed conditions shall be that amount mutually agreed to by the District, the Contractor, and his surety and shall relieve the District from the obligation of any additional compensation due to the incidence of changed conditions encompassed in such *Contract Change Order*.

The existence of changed conditions, alleged or recognized, shall not relieve the Contractor from his obligation under the Contract for all work to be performed thereunder and he shall promptly recommence work not affected by such changed conditions, unless ordered otherwise by the Engineer, pending the disposition of any claim that may arise out of the changed condition.

Section 105.07 Emergency Conditions.07 Emergency Conditions - In the event of an emergency situation caused by, but not limited to, effects of the elements, acts of God, or other unforeseeable causes, or in the interest of the public safety, or directed by other agencies having jurisdiction over the work, the Engineer may immediately issue verbal orders to the Contractor to take necessary and immediate remedial action. Such verbal orders shall be binding upon the Contractor.

In the event of emergency conditions not due to the Contractor or his operation, and as soon as practicable after the occurrence of such emergency condition, the Engineer will issue a *Contract Change Order* in accordance with Section 105.08, "Contract Change Orders" of these Standard Specifications. All such work will be paid for in accordance with Section 108.06, "Force Account Payment" of these Standard Specifications.

Work done to correct conditions caused by the Contractor's operations shall not be considered as reimbursable by the District. Work that may be considered as caused by the Contractor's operations include, but are not limited to the following:

1. Construction related traffic safety
2. Trench safety
3. Safety related to *Permit-Required Confined Spaces*
4. Unsafe pavement repair
5. Unsafe material handling and storage
6. Erosion due to inadequate installation or maintenance of erosion control measures by the Contractor
7. Spillage of hazardous or toxic material or waste on the ground or pavement surface or to any storm system
8. Failure to maintain adequate equipment or materials to control the emission of airborne pollutants, including but not limited to, dust, engine exhaust, paint products, gaseous or aerosol chemicals
9. Inadequate or insufficient Contractor's plant or equipment to prosecute the work safely and efficiently
10. Creation of a fire hazard from any cause
11. Failure to maintain the work areas and haul routes in a clean, neat, and safe condition

Section 105.08 Contract Change Orders

Section 105.08.01 General - All change orders shall be in writing. Change orders issued may either increase or decrease the amount of work to be done under the contract. If the amount of work is increased, the change shall be known as an "Extra Work" order. If the amount of work is decreased the change shall be known as a "Work Omitted" order. The Engineer will issue a *Contract Change Order* for any change in the scope of work, changed conditions, extension of time, and as provided for elsewhere herein. Once issued, a *Contract Change Order* shall have the full force and affect as, and become a part of, the *Contract Documents*.

Section 105.08.02 Change in Quantities - Unless otherwise provided for in the *Contract Documents*, increases or decreases in the quantity of a contract item of work will be determined by comparing the total pay quantity of such item of work to be performed and the total pay quantity as bid therefor.

If the total quantity of work to be performed under the Contract varies from the total for that item of work as bid by 25 percent or less, payment will be made for that quantity of work performed at the Contract unit price therefor, unless eligible for adjustment of compensation in accordance with Section 105.05, "Changed Conditions" of these Standard Specifications.

If the total pay quantity for any item of work under the Contract varies from the total quantity bid by more than 25 percent, in the absence of specific direction in the *Contract Documents* or a *Contract Change Order* causing the change in quantity, the compensation payable to the Contractor will be determined in accordance with Section 105.08.03, "Quantities Changed in Excess of 25 Percent" of these Standard Specifications.

Section 105.08.03 Quantities Changed in Excess of 25 Percent - When the total pay quantity of work performed is in excess of 125 percent of that quantity bid or less than 75 percent of that quantity bid, and the manner of compensation is not addressed by the *Contract Documents* or a *Contract Change Order* causing the change, the contract unit price may be adjusted by mutual agreement, subject to the Contractor providing written documentation of the sources of change in the contract unit price. Alternatively, all work for that item of work may be performed under force account in accordance with Section 108.06, "Force Account Work" of these Standard Specifications.

Section 105.08.04 Elimination of Work - Should any contract item of work be eliminated in its entirety, payment will be made to the Contractor for actual, documented costs incurred for work performed or material provided as provided for herein.

If acceptable material has been ordered, whether or not delivered to the work site, and returnable to the vendor, the Contractor will be reimbursed for actual costs for handling and restocking said material plus 15 percent markup. The Contractor shall provide copies of original invoices for all such material.

If acceptable material has been incorporated into the work or is not returnable to the vendor, the Contractor will be reimbursed for actual costs of the material and labor so incorporated. Material will be reimbursed for actual costs for material, handling, and restocking plus 15 percent. Such materials shall become the property of the Soquel Creek Water District. Labor will be reimbursed for time worked as evidenced by the certified payroll plus 33 percent. Equipment will be reimbursed at the equipment rental rate for the time worked as evidenced by the certified payroll and approved equipment logs plus 15 percent. Specialized equipment rented by the Contractor for the work will be reimbursed for the actual equipment rented as evidenced by copies of the invoices for such equipment rental plus 15 percent.

If the work, or any portion thereof has been incorporated into the total work, that portion completed and acceptable to the Engineer will be reimbursed at the contract unit price therefor and in accordance with Section 105.08.03, "Quantities Changed in Excess of 25 Percent" of these Standard Specifications.

All payment for eliminated work, in the absence of specific direction in the *Contract Documents* or a *Contract Change Order* causing the elimination, will be paid in accordance with Section 108.06, "Force Account Work" of these Standard Specifications.

Section 105.08.05 Addition of Work - Work added by *Contract Change Order* not included in the work for which proposals were originally solicited, will be paid for at a mutually agreed upon contract unit price solicited by the *Contract Change Order* or by Force Account in accordance with Section 108.06, "Force Account Work" of these Standard Specifications.

Section 105.08.06 Acceptance of Contract Change Orders - Upon issuance of a Contract Change Order by the Engineer, the Contractor shall respond within 15 calendar days by returning the executed *Contract Change Order* to the Engineer. Should the Contractor disagree with any terms or conditions as set forth in the *Contract Change Order* which he has not executed, he shall submit a written protest to the Engineer in accordance with Section 105.12, "Procedure and Protest" of these Standard Specifications.

Section 105.09 Interpretation of Specifications and Drawings - The specifications and drawings are intended to be explanatory of each other. Any work indicated on the drawings and not in the specifications, or vice versa, shall be executed as if indicated in both. As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scale dimensions, the figured dimensions shall be followed in preference to the scaled dimensions. Should it appear that the work to be done, or any of the matters relative thereto are not sufficiently detailed or explained in the *Contract Documents*, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform thereto as part of the Contract so far as may be consistent with the terms thereof. In the event of any doubt or question arising respecting the true meanings of the specifications or drawings, reference to the Engineer shall be a condition precedent to an appeal to the District.

Section 105.10 Errors and Omissions - If the Contractor, in the course of the work, becomes aware of any errors or omissions in the *Contract Documents*, he shall immediately inform the Engineer. If the Engineer deems it necessary, he will rectify the matter and advise the Contractor accordingly. Any work done after such discovery, until authorized, shall be done at the Contractor's risk.

If such error or omission is discovered prior to the opening of proposals, and if the Engineer determines that such discrepancy constitutes a change from the *Contract Documents* as advertised he may issue an Addendum in accordance with Section 102.05, "Addenda to the *Contract Documents*" of these Standard Specifications.

If discovered after award of the Contract, the Engineer may issue a Contract Change Order in accordance with Section

105.11, "Right to Issue Change Orders" of these Standard Specifications.

Section 105.11 Right to Issue Change Orders.11 Right to Issue Change Orders - If for any reason it may become desirable during the course of the work to change the alignment, dimensions, materials or design of the work, the District reserves the right to issue change orders in writing to give effect to such changes as may be necessary or desirable. The changes may or may not result in a change in the amount of work. When the Contractor considers that any change ordered in writing by the District involves extra work he shall immediately notify the District in writing and shall subsequently keep it informed as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed as extra work was performed. If the changes do, in the opinion of the District, change the amount of work, the contract price shall be adjusted as extra work or work and material omitted as the case may be. The Engineer may instruct the Contractor in writing to make minor changes in the construction where such changes are, in the opinion of the Engineer not inconsistent with the purposes of the *Contract Documents* and where such changes do not involve additional cost for the work furnished. The Contractor shall make no such minor changes without receipt of written Engineer's instruction setting forth the minor change to be made and the Contractor's compliance therewith shall constitute his acknowledgment that such minor change will not result in any additional cost for construction.

Section 105.12 Procedure and Protest.12 Procedure and Protest - A *Contract Change Order* approved by the Engineer may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth therein which he has not executed, he shall submit a written protest to the Engineer within 15 days after receipt of such approved *Contract Change Order*. The protest shall state the points of disagreement, any applicable reference to the *Contract Documents*, any costs, quantities, or other data that will assist the Engineer in the evaluation of such protest.

If a written protest as provided for herein is not received by the Engineer within the specified 15 days, the approved *Contract Change Order* shall be considered as an executed *Contract Change Order*.

Proposed *Contract Change Orders* may be presented to the Contractor for his consideration prior to approval by the Engineer. If the Contractor signifies his acceptance of the terms and conditions of such proposed *Contract Change Order* by executing such document and if such *Contract Change Order* is subsequently approved by the Engineer and issued to the Contractor, payment in accordance with the provisions set forth therein shall constitute full compensation for all work included therein or required thereby. An approved *Contract Change Order* shall supersede a proposed, but unapproved *Contract Change Order*.

SECTION 106 ORDER AND CONTROL OF WORKSECTION 106 ORDER AND CONTROL OF WORK

Section 106.01 Authority of District.01 Authority of District - The work and the manner of performing the same shall be done to the entire satisfaction and approval of the District. The District shall be the sole judge of the work and materials with respect to both quantity and quality. The *Contract Documents* do not purport to control the method of performing the work but only as to the nature of the completed work. The Contractor shall assume the entire responsibility for methods of performing the work.

Section 106.02 Authority of the Engineer.02 Authority of the Engineer - The Engineer is the representative of the District and is employed to act as advisor and consultant to the District in engineering matters relating to the Contract. The District has delegated its authority to the Engineer to determine the amount, quality, acceptability and fitness of the several kinds of work, material and equipment which are to be paid for under the Contract; to decide for the District all questions relative to the classification and measurements of quantities and materials and the fulfillment of the Contract, and to reject or condemn all work or material which does not conform to the terms of the Contract. The Engineer's decision in all matters is the decision of the District and can only be changed by the District.

The Engineer may direct the Contractor to perform additional work, to terminate certain work, to remove or replace defective work, and take other measures not provided for in these Standard Specifications or the *Contract Documents* in accordance with Section 105.05, "Changes in the Work" of these Standard Specifications.

Wherever in these Standard Specifications or in the *Contract Documents* the phrase "... as directed by the Engineer" or phrases of like import appears, it shall mean those directions issued in accordance with the provisions of these Standard Specifications or the *Contract Documents*.

Section 106.03 Inspection of Construction. **03 Inspection of Construction** - The Engineer, as often as he may deem it expedient, shall have access to the work and to the site of the work and to all places where work is being prepared or whence materials, equipment, or machinery are being obtained for the work. The Contractor shall afford every facility and every assistance in obtaining the right of such access and shall give the Engineer any and all information requested by him in connection therewith.

If the *Contract Documents*, laws, ordinances, the Engineer's instructions, or any public authority require any part of the work to be specially inspected, tested, or approved, the Contractor shall give the Engineer adequate prior written notice. The Contractor shall, at the request of the Engineer, at such time as the Engineer shall designate, open for inspection any part of the work which has been covered up; and should the Contractor refuse or neglect to comply with such request, the District may employ any other person to open up the same or to do so itself. If the work has been covered up but not in contravention of the Engineer's instructions and if found to be in accordance with the terms of the *Contract Documents*, the actual necessary expense of opening and covering up again shall be borne by the District and if the work of opening and covering up is done by the Contractor, it shall be considered as Extra Work and paid for in accordance with Section 105.05, "Changes in the Work" of these Standard Specifications.

The Contractor may be held liable for all expenses incurred by the District for inspections of any kind as a result of the Contractor's failure to provide adequate notice for such inspection or for the Contractor's failure to be prepared for such inspection. Such expenses may be charged to the Contractor in accordance with the provisions of Section 104.13, "Charges to the Contractor".

Section 106.04 Mandatory Arbitration. **04 Mandatory Arbitration**

Section 106.04.01 Description - Any controversy arising out of the construction of the project referred to in the Contract or regarding the interpretation of the Contract or any subcontract or sub-subcontract is subject to arbitration. The District, the contractor and all subcontractors and sub-subcontractors are bound, each to the other, by this arbitration clause provided such party has signed the Contract or has signed another contract which incorporates the Contract by reference or signs any other agreement to be bound by this arbitration clause.

Arbitration shall be had in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association which are in effect at the time the arbitration is initiated.

Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as he shall deem proper for the time, expense and trouble of arbitration, including reasonable attorney fees.

A party shall not be deemed to have waived the right to demand arbitration under the Contract by filing suit, provided: (1) The party files suit in order to prevent the running of the statute of limitations or in order to obtain the benefit of some provisional remedy, such as attachment or injunctive relief, and (2) the party commanding suit stays court proceedings pending arbitration.

Section 106.04.02 Resolution of Construction Claims of \$375,000 or Less: Application of Provisions of Article 1.5 (Sections 20104 - 20104.8), Chapter 1, Part 3, of Division 2 of the California Public Contract Code - Notwithstanding the provisions of Section 106.04.01, above, the provisions of Article 1.5 (Sections 20104 - 20104.8), Chapter 1, Part 3, of Division 2 of the California Public Contract Code, (as the same presently exist or are hereafter amended) shall apply, to the extent applicable, as therein provided, to all public works claims of \$375,000 or less which arise between the Contractor and the District. The full text of Article 1.5 is repeated herein:

ARTICLE 1.5 **Resolution of Construction Claims**

Section 20104. Application of Article; "Public Work"; "Claim"

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between 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 and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the 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.

Section 20104.2. Formal requirements of claim; Time for responding to claim; Information conference; Filing of claim; Limitation period.

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 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims 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 15 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, 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 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims 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 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 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an information conference to meet

and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to 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 the claim is denied, including any period of time utilized by the meet and confer conference.

Section 20104.4. Procedure for civil actions.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but not earlier than 30 days, following the filing of 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 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon good cause showing to the court.

(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) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

Section 20104.6. Failure of local agency to pay undisputed portion of claim; Interest.

(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 judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Section 20104.8. Repeal date.

(a) This article shall remain in effect only until January 1, 1994, and as of that date is repealed, unless a later enacted statute, which is enacted before January 1, 1994, deletes or extends that date.

(b) As stated in subdivision (c) of Section 20104, any contract entered into between January 1, 1991, and January 1, 1994, 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).

Section 106.04.03 Attorney's Fees - In the event of any litigation or other adversary proceedings between the District and the Contractor arising out of the interpretation or performance of the contract, the prevailing party shall be entitled to

recover costs of suit and his reasonable attorneys fees to be fixed by the court, arbitrator or other mediator.

Section 106.05 Superintendence - The Contractor shall give his personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully, and when he is not personally present on the work, he shall at all reasonable times be represented by a competent superintendent who shall receive and obey all instructions or orders given under the Contract, and who shall have full authority to execute the same, and who shall be liable for the faithful observance of any instructions delivered to him or to his authorized representative. This representative shall be referred to as the Project Superintendent. The Project Superintendent shall not be changed without the prior, written approval of the District. The District reserves the right to require a change in Project Superintendent for cause.

Section 106.06 Schedule - Following the awarding of the Contract and not less than 5 working days prior to beginning work, the Contractor shall submit to the Engineer, 5 copies of a schedule setting forth the sequence in which construction phases will proceed. Additionally, as changes in the scheduling are necessitated by construction progress and non-construction delays including but not limited to, weather, supply problems, and strikes the Contractor shall deliver an updated schedule to the Engineer bi-weekly. The schedule shall be a time-scale critical path type in a format compatible with the District's scheduling software, SURETRAK® by PRIMAVERA® and show the following:

1. The order in which the Contractor proposes to carry out the work.
2. The dates on which he will start the several salient features of the work including, but not limited to, procurement of materials, plant, and equipment.
3. The contemplated dates for completing the said salient features.
4. Coordination with other Contractors and utility companies.
5. A cost breakdown of the Contract into its various parts, with quantities and prices, as a basis for checking and computing estimates for progress payments.
6. A schedule of *Progress Payments* indicating the date of submittal of requests for partial payment and the estimated amount of work to be covered by each *Progress Payment*.

No progress payment will be made for any work until a satisfactory schedule has been submitted and approved by the Engineer.

Section 106.07 Obstructions - Attention is directed to Section 106.13, "Protection of Property and Utilities" of these Standard Specifications.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor. The Contractor shall notify the Engineer and the following organizations, as appropriate, at least five (5) working days prior to performing any work on District facilities or improvements:

UTILITY NOTIFICATION		
Underground Service Alert (USA)	PG & E, Pacific Telephone, Cable Television	(800)642-2444
Soquel Creek Water District	Water Facilities	(408)475-8500
County of Santa Cruz, Public Works Department	Sewers, Storm Drains, Traffic Signals, Road Improvements	(408)454-2160
City of Capitola, Public Works Department	Sewers, Storm Drains, Road Improvements	(408)475-7300
State of California, Department of Transportation (CalTrans) Right-of-Way Division	Highways, Storm Drains, Traffic Signals	(510)286-5336

If such facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity

of said facilities until the owner, or his representative, has located the facility by potholing, probing, or other means that will locate and identify the facility. If, in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being located by the owner or his representative, the District may allow an extension in contract time commensurate with actual delay to the project completion. However, no additional compensation will be considered for such delay.

This citing of owners and utilities is provided as a convenience and no warranty, expressed or implied, is made as to accuracy of the information and shall not relieve the Contractor from the responsibility for locating all existing utilities and notifying all owners prior to commencing work.

Section 106.08 Temporary Sanitary Facilities - The Contractor shall provide a minimum of one (1) chemical toilet of suitable type at each construction site and maintain the facilities in a sanitary condition at all times.

The chemical toilets shall be of watertight construction such that no contamination of the area can result from their use. The facilities shall conform to code requirements and be acceptable to the local sanitary authorities. Location of the facilities are to be approved by the Engineer prior to being delivered to the project site. The chemical toilet(s) shall be serviced a minimum of weekly.

Upon completion of the work, the sanitary facilities shall be removed and the areas restored to their original condition. The Contractor shall obtain all permits from agencies of jurisdiction and shall provide and maintain the sanitary facilities in full accordance therewith. All costs associated with furnishing temporary sanitary facilities shall be considered as incidental to and included in the contract lump sum or unit price for other items of work and no additional compensation will be allowed therefor.

Section 106.09 Surveying - The District will provide one set of stakes or marks to locate property boundaries and establish the location of the improvements. These marks shall be for the purpose of showing the preferred and/or planned location of the proposed improvements including but not limited to major fittings and changes in alignments, critical structures, and other controlling elements of the improvements. The Contractor shall provide at least one responsible person, either the Superintendent or a Foreman, to assist the District in this work. This representative shall ensure that the Contractor is thoroughly familiar with the layout of the proposed improvements and the marking system employed by the District. Whenever practicable, this surveying and layout will be performed following any subsurface exploration required by these Standard Specifications, the *Contract Documents*, or as agreed to by the Contractor and the District.

The Contractor shall be responsible for the preservation of such survey marks throughout the life of the *Contract*. All such marks damaged or lost through the negligence of the Contractor prior to their intended use will be replaced by the District and all costs associated with such restaking will be charged to the Contractor.

All other construction surveying shall be provided and paid by the Contractor including but not limited to, pipe alignment, sawcut limits, service connections, and such other features as will enable the Contractor to construct the improvements as provided for in these Standard Specifications and Plans, the *Contract Documents*, and as directed by the Engineer.

Section 106.10 Laws, Regulations and Permits - Except as stated in the *Contract Documents*, the District will obtain permits from regulatory agencies having jurisdiction over the work and the Contractor shall comply with all the requirements of said agencies.

The District will pay all fees for these permits. The Contractor shall obtain and pay for all other permits required by the *Contract Documents* including but not limited to, those required by the State of California, the County of Santa Cruz, California, and the City of Capitola, California.

The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, he shall promptly notify the Engineer in writing and any necessary changes will be made by written instruction or change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the Engineer, the Contractor shall bear all costs arising

therefrom.

Unless otherwise specified in the *Contract Documents*, permits which are necessary for and during the prosecution of the work will be secured and paid for by the District.

Section 106.11 Contractor's License.11 Contractor's License - The Contractor shall have a valid Class "A" General Contractor or Class "C" Specialty Contractor license appropriate for the work to be performed under the Contract from the State of California.

Section 106.12 Protection of Survey Monuments.12 Protection of Survey Monuments - The Contractor shall take all precautions to protect existing survey monuments, including but not limited to, property corners, street monumentation, and cadastral and geodetic markers, and shall cause to have replaced any such monuments damaged or destroyed by his operations, inadvertently or otherwise. Such replacement of survey monuments shall be performed by a civil engineer or land surveyor licensed by the State of California. Unless otherwise directed by the *Contract Documents* or the Engineer, the protection and replacement of survey monuments shall be considered as incidental to the work and no additional compensation will be allowed therefor.

Section 106.13 Protection of Property and Utilities106.13 Protection of Property and Utilities - The Contractor shall protect all public and private property, insofar as it may be endangered by his operations and take every reasonable precaution to avoid damage to such property. The Contractor shall restore and bear the cost of any public or private improvement, facility, or structure within the right-of-way, easement, or work area which is damaged or injured directly or indirectly by or on account of any act, omission, or neglect in the execution of the work. This Section 106.13 is intended to address those facilities not designated for removal but visibly evident, correctly shown on the plans, or marked by the owner of said improvement, facility, or structure.

In restoring any damaged or injured improvement, facility, or structure, the Contractor shall restore it to a condition substantially equivalent to, or better than, that existing before such damage or injury occurred. The Contractor shall effectuate this restoration by repairing, rebuilding, or otherwise effecting restoration thereof. If this is infeasible, he shall make a suitable settlement with the owner of the damaged property, all at no expense to the District.

The Contractor shall give reasonable notice to owners or occupants of buildings on property adjacent to the work to permit the owner or occupant to remove vehicles and trailers. He shall also provide such owners reasonable time to remove or salvage other possessions as well as relocate plants, landscaping improvements, irrigation system, fences, trees, or other improvements within the work area which are designated to be removed or which might be destroyed or damaged by his work operations.

Trees not indicated to be removed shall be protected from damage by impact of equipment or materials and no roots larger than 4 inches may be cut without the prior approval of the Engineer. The Engineer may require the services of an arborist to direct the Contractor in the care and protection of existing trees.

Section 106.14 Protection of Improvements.14 Protection of Improvements - The Contractor shall be responsible for the protection of all work done under the Contract until final acceptance by the District. The Contractor shall at all times, protect from damage and preserve all materials, supplies, equipment of any description, and all work performed, from the nature of the work, the action of the elements, and any damage by any person or persons or from any cause whatever.

Section 106.15 Use of Light, Water, and Power.15 Use of Light, Water, and Power - The Contractor shall furnish all temporary light, water, and power complete with all piping, wiring, lamps, and similar equipment necessary for the work as approved. The Contractor shall install, maintain, and remove promptly upon completion, all such temporary facilities and obtain all necessary permits, pay all necessary fees, and bear all costs in connection with such temporary facilities. All such facilities shall be installed, operated, and removed in accordance with applicable codes and ordinances.

Except as otherwise provided in these Standard Specifications, the *Contract Documents*, or as directed by the Engineer, the cost for providing temporary light, water, and power shall be considered as incidental to other items of work and no additional compensation will be allowed therefor.

Section 106.16 Water and Air Pollution.16 Water and Air Pollution - The Contractor shall conduct his operations

and operate his equipment in full accordance with all applicable laws, regulations, ordinances, and policies of federal, state, and local agencies having jurisdiction over the work. During all phases of the work, the Contractor shall take precautions to ensure that dirt, debris, mud, oils and fuels, and other material from the work site does not enter any stream, waterway, or storm drain, that all equipment is provided with all air pollution devices required and in good operating condition, and shall take whatever measures are necessary for the prevention of a dust nuisance.

Except as provided for elsewhere in these Standard Specifications, the *Contract Documents*, or as directed by the Engineer, all costs associated with the prevention of water and air pollution shall be considered as incidental to other items of work and no additional compensation will be allowed therefor.

Section 106.17 Construction Noise Mitigation.17 Construction Noise Mitigation - The Contractor shall conduct his operations and operate his equipment in such a manner as to minimize the generation of noise above the ambient level of the surrounding area. All equipment shall be muffled in accordance with all applicable laws, regulations, ordinances, and policies and no unusually load sources of noise not necessary for the construction of the work will be permitted.

Except for emergencies, the Contractor shall restrict his operations on constructive work to the hours of 8:00 AM to 5:00 PM, Monday through Friday, excepting designated holidays. Daily cleanup work may proceed until 6:00 PM subject to the approval of the Engineer. Any work outside these hours that may generate construction noise, including daily cleanup, must have the prior written approval of the Engineer.

Noise levels shall be maintained at the following levels 50 feet from the source of noise generation:

Normal construction activities 85 dBA
(Trucks, trenching operations, material handling, etc.)
Narrow Band activities 100 dBA
(Discontinuous sources, eg: pavement saws, jackhammers, etc.)

At all times, overall average noise emitted from the Contractor's operations shall not exceed 10 dBA above the ambient noise level in the surrounding areas. The ambient noise level shall be assumed to be 45 dBA in rural and low density, low traffic residential areas, 50 dBA in all other residential and commercial areas, and 55 dBA in industrial and high truck traffic areas.

Exceptions to the provisions of this Section 106.17, "Construction Noise Mitigation" may only be considered upon a written request to the Engineer by the Contractor and supported by a report from a recognized acoustical engineer.

Section 106.18 Use of Improvements Prior to Acceptance106.18 Use of Improvements Prior to Acceptance - Upon the written order of the District, the Contractor will be relieved of the duty of maintaining and protecting certain portions of the work which are approved to be placed in service and which have been completed in accordance with the *Contract Documents*, including cleanup.

The District shall have the right to take possession of and use any completed or partially completed portions of the work. Such use shall not be considered as final acceptance of the work or portions thereof.

In addition, such action by the District will relieve the Contractor of responsibility for injury or damage to said completed portions of the work resulting from use by public traffic or from the action of the elements or from any other cause, excepting injury or damage resulting from the Contractor's own operations or from the Contractor's own negligence. The Contractor will not be required to again clean up such portions of the work prior to final acceptance of all the work, excepting for such items of work as result from the Contractor's operations. Nothing in this section shall be construed as relieving the Contractor from full responsibility for making good work or materials found defective prior to final acceptance of the work and for any additional period provided for elsewhere herein or in the *Contract Documents*.

Section 106.19 Subsurface Exploration.19 Subsurface Exploration - All information obtained by the Engineer regarding subsurface conditions, including but not limited to, utility locations, soil conditions, and groundwater elevations will be available for review at the office of the Engineer upon request. Known conditions affecting the work to be performed will be shown on the plans or provided for in the *Contract Documents*. Such information is supplementary information only. Neither the Engineer nor the District assumes any responsibility for the completeness, accuracy, or

interpretation of such supplementary information.

Logs of test holes, test pits, soils reports, groundwater elevations, and other supplementary subsurface information are offered as the best available information of underlying materials and conditions at the locations actually tested. The District will not be liable for any loss sustained by the Contractor as a result of any variance between conditions contained in or interpretations of test reports and the actual conditions encountered during the progress of the work.

The Contractor shall carefully examine the site of the work, as provided for in Section 102.01, "Examination of Plans, Specifications, and Site of Work" of these Standard Specifications. The submission of a proposal shall be conclusive evidence that the Contractor has availed himself of all resources necessary to satisfy himself as to the subsurface conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials furnished, and as to the requirements of the *Contract Documents*.

The Contractor shall expose all utilities at locations where proposed improvements are shown to cross, at all proposed connections, and at intervals not to exceed 250 linear feet along parallel utilities to ensure maintaining the minimum separations provided for in the *Contract Documents*.

Such explorations shall be performed in advance of construction operations such that the final location of proposed improvements may be adjusted prior to construction as provided for in Section 106.09, "Surveying" of these Standard Specifications.

Where the Engineer is of the opinion that additional subsurface exploration is necessary for the prosecution of the work, he may include subsurface exploration as a Contract item in the *Contract Documents*. If not included as a Contract item, the Engineer may issue a *Contract Change Order* for additional subsurface exploration to locate or identify subsurface facilities, utilities, structures or conditions. Where such additional subsurface exploration is ordered by the Engineer, the Contractor will be assumed to have full knowledge of the subsurface condition and no additional compensation will be allowed for changed conditions due to such subsurface condition.

Section 106.20 Defective and Unauthorized Work. **20 Defective and Unauthorized Work** - All work or materials which do not meet the requirements of the *Contract Documents* shall be considered as defective work. Work that meets the requirements of the *Contract Documents* but is not authorized by the *Contract Documents* or provided for elsewhere herein shall be considered as unauthorized work.

The Contractor shall immediately remove and replace all defective work or materials found to exist prior to final acceptance or final payment for the work and for that period of time provided for elsewhere herein or in the *Contract Documents*. All work or materials replaced shall be in accordance with these Standard Specifications and the *Contract Documents*. This provision shall have full force and effect regardless of the fact that the defective work or material may have been performed or installed with the alleged knowledge of the Engineer. All costs associated with the removal of such defective work shall be the responsibility of the Contractor and the District will assume no liability therefor.

Any work performed outside the limits of the work area as provided for in the *Contract Documents* or performed without lines and grades having been given by the Engineer shall be considered as unauthorized work. All operations related to such unauthorized work shall be immediately stopped and shall not proceed without the express written direction of the Engineer. The Contractor shall be responsible for all costs associated with the performance of such unauthorized work and the District will not be liable for any expense so incurred. The Engineer may order the removal of all such unauthorized work or any portion thereof and the Contractor shall bear all costs associated with such removal.

If, in the opinion of the Engineer, any defective work is of a minor nature or that the unauthorized work is in the best interests of the District, and that the acceptance of such work will not result in an unsafe and undesirable condition or that the removal of such work would result in an unsafe or undesirable condition, the District reserves the right to retain such work and make such adjustments in the payment therefor as determined reasonable and in the public interest. Such determination by the District shall be final.

Section 106.21 Restoration and Cleanup. **21 Restoration and Cleanup**

Section 106.21.01 General - The Contractor shall maintain the site of the work in a safe and clean condition at all times while performing work under the Contract. If the Contractor fails to maintain the work areas and haul routes in a

safe and clean condition, the Engineer may hire other forces to perform the clean up work. All expenses incurred by the District due to such cleaning up will be charged to the Contractor.

All expenses associated with the daily cleaning up and the restoration and final clean up of the work areas shall be considered as incidental to other items of work and no additional compensation will be allowed therefor.

Section 106.21.02 Daily Cleanup - At such time as the Engineer may direct and at the end of each work day, the Contractor shall neatly stack materials and debris in a safe location or manner, sweep or otherwise remove all dirt, sand, mud, or spilled concrete, sand/cement slurry, or asphalt concrete from all traveled ways within the work site and all haul routes used by the Contractor.

Section 106.21.03 Restoration and Final Clean Up - Upon completion of all work and prior to final acceptance of the work by the District, the Contractor shall clean the site of all remaining accumulations of materials, equipment, and debris. The Contractor shall restore the work areas, including the material storage areas and haul routes to a condition substantially equivalent to that existing prior to commencing work. Final payment of retention will be withheld and the contract time continued until all such areas have been satisfactorily restored. The time necessary for the Contractor to perform restoration and final clean up shall be considered as part of the Contract Time of Completion and subject to the assessment of liquidated damages as provided for elsewhere herein and in the *Contract Documents*.

Section 106.22 Final Inspection.22 Final Inspection - When, in the opinion of the Contractor, all work is complete and all submittals have been received and approved by the Engineer, the Contractor shall notify the Engineer that the project is ready for final inspection. Within 15 days, the Engineer will schedule a physical inspection of the work site and a review of all records, forms, certificates, material submittals, *Contract Change Orders*, and other documentation required by these Standard Specifications and the *Contract Documents*. Upon completion of this inspection and review, the Engineer will notify the District and the Contractor whether the Contract has been executed as provided for in the *Contract Documents* and is ready for final payment.

If the Engineer finds work, materials, or documentation not in accordance with the *Contract Documents*, he will issue a report of deficiencies, which shall be known as the *Punch List*. The Contractor shall then correct, to the Engineer's satisfaction, all items on the *Punch List* and again notify the Engineer of completion. The Engineer will then reinspect the work and review the records and documents required by the *Contract Documents* as provided for herein. This procedure will be repeated until the work has been completed to the Engineer's satisfaction.

If the Engineer is unable to perform the final inspection within the time period set forth herein or in the *Contract Documents*, the Contract date of completion will be adjusted accordingly for the purposes of computing and assessing liquidated damages. Notice to the Engineer by the Contractor requesting a final inspection shall not relieve the Contractor of completing the work in accordance with the *Contract Documents* and within the time specified therein, subject to any adjustments provided for therein.

Section 106.23 Storage of Materials and Equipment.23 Storage of Materials and Equipment - Materials shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner. Such written permission shall be submitted to the Engineer in conformance with Section 107.10, "Submittals" of these General Conditions.

All materials stockpiled on site, including but not limited to pipe, fittings, sand, equipment, driveway plates, trench spoils, removed asphalt concrete paving, and broken concrete, shall be stored in an area approved by the Engineer off the travelled way. The Contractor shall make all necessary arrangements with the owner of any private property used for material storage and obtain any permits for the storage of material within the public right-of-way and shall store all material in strict accordance with such permit.

Submission of a *Proposal* shall be considered as conclusive evidence that the Contractor has made arrangements with or is fully aware of the requirements of private property owners or public agencies regarding the storage of materials and equipment. No additional compensation or extension in time will be allowed for the failure of the Contractor to provide for the storage of material and equipment.

Any material or equipment stored within 5 feet of the travelled way shall be marked with barricades, including night

flashers and caution tape, whenever the Contractor's operations are not actively in progress at that location. Barricades shall be placed at the beginning and end of all materials and equipment and not more than 25 feet apart along the length of such materials and equipment. All barricades and warning devices shall be in accordance with Section 203, "Traffic Control" of these Standard Specifications.

Section 106.24 Preference For Domestic and/or Local Materials and Labor - In the employment of labor or purchase of materials for doing the work, the Contractor shall give preference to qualified persons and/or firms residing and/or doing business within the general area of the work.

Section 106.25 Access by Federal, State and Local Government Officials - Authorized representatives of the State of California, State Board of Health, or other health agency and federal, state, or local government officials shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

Such access shall include the site of manufacture, fabrication, or assembly, if other than the site of the work. The Contractor shall ensure access to such locations at all times and shall provide or cause the owner of such location to provide, such labor, materials, and equipment as are necessary to effectuate such access.

Section 106.26 Contractor's Plant and Equipment - The Contractor alone shall at all times be responsible for the adequacy, efficiency, security, and sufficiency of his plant and equipment, as well as that of his subcontractors.

Section 106.27 Cooperation - The District, or other contractors performing work on behalf of the District, shall be at liberty to enter upon the site of the work with workmen and materials to do work, and the Contractor shall afford any such workmen all reasonable facilities and cooperation to the satisfaction of the Engineer. The Contractor shall arrange his work and dispose of his materials in such a manner as will not interfere with work or storage of materials of the District or of others upon the site of the work. The Contractor shall make good promptly, any injury or damage that may be at his hands. The Contractor shall join his work to that of others and perform his work in proper sequence in relation to that of others to the satisfaction of the Engineer. Any difference or conflict arising between the Contractor and the workmen of the District with regard to their work, shall be submitted to the Engineer and the Contractor shall abide by his decision in the matter. If the work of the Contractor is delayed because of any acts or omissions of the District, the Contractor shall not have on that account any claim against the District other than for an extension of time.

Section 106.28 Materials

Section 106.28.01 Source of Supply and Quality of Materials - The Contractor shall supply all materials required to complete the work in accordance with the *Contract Documents*, except those materials designated in the *Contract Documents* to be furnished by the District. The same shall apply to those materials provided for work performed under force account in accordance with Section 108.06, "Force Account Payment" of these Standard Specifications.

Only materials conforming to the requirements of these Standard Specifications and the *Contract Documents* shall be incorporated in the work.

All materials shall be new, except as provided for in the *Contract Documents*. The materials shall be manufactured, handled, and used in such a manner as to insure completed work in accordance with these Standard Specifications and the *Contract Documents*.

Section 106.28.02 Inspection and Testing of Materials - All materials used in the work shall be subject to inspection and tests by the Engineer. The Contractor shall provide such samples as the Engineer may request for testing purposes and shall provide access to the site of manufacture, assembly, supply, or storage of such materials as the Engineer may request. The Contractor shall also ensure that the Engineer shall have such assistance in personnel or equipment as may be required for the handling of materials to be inspected or tested.

The inspection and testing of materials shall be to verify conformance to the provisions of these Standard Specifications and the *Contract Documents*. It shall be understood that such inspection and testing will not constitute acceptance of

such materials and that all materials will be subject to inspection in-situ during installation and construction for conformance to all provisions of these Standard Specifications and the *Contract Documents*.

Manufacturer's warranties, guaranties, instruction sheets, and parts lists shall be delivered to the Engineer in accordance with Section 107.10, "Submittals" of these Standard Specifications. Records of inspections and tests made by the Engineer may be examined by the Contractor, upon written request.

Section 106.28.03 District-Furnished Materials - Those materials identified in the *Contract Documents* as being furnished by the District will be available to the Contractor at no charge. The Contractor shall make written request to the Engineer a minimum of 5 working days, or that period set forth in the *Contract Documents*, in advance of the time at which such materials are to be incorporated in the work.

Except as provided for in the *Contract Documents*, the Contractor shall provide all labor, materials, equipment and transportation for the handling of such materials from the source of supply identified in the *Contract Documents* to the site of the work. The Contractor shall thoroughly inspect the material before accepting it at the point of supply and shall be responsible for any damage, loss, or injury that occurs during transport and incorporation into the work.

Section 106.29 Statistical Testing.29 Statistical Testing - Statistical testing shall not be considered a part of these specifications. In all cases not otherwise modified, where reference is made to statistical testing, the acceptable value for a single test is as specified for the acceptable value for the moving average.

Section 106.30 Soil Testing.30 Soil Testing - Upon receipt of not less than 2 working day's notice or that period designated in the *Contract Documents*, the District will cause to be performed tests on subgrade compaction, materials to be used in the project, and other soil tests as necessary to establish conformance and compliance with specifications. While the Engineer will endeavor to obtain the results of these tests as soon as possible, the Contractor shall allow a reasonable amount of time for the tests to be made. In lieu of availing himself of the services of the District, the Contractor has the option of hiring his own private soils laboratory to perform this work if he believes that this is to his advantage. The cost of services provided by such private laboratories shall be borne by the Contractor.

Section 106.31 Relative Compaction.31 Relative Compaction - Relative compaction shall be tested in accordance with the provisions of ASTM D1557. Wherever in a referenced specification or permit condition, relative compaction is specified to be determined by California Test Method No. 216 or California Test Method No. 312, the relative compaction shall be determined in accordance with the provisions of ASTM D1557.

Section 106.32 Certified Payroll.32 Certified Payroll - The Contractor shall provide to the District a certified copy of the payroll by the 7th day of each month for the duration of the Contract, up to and including the "Notice of Completion" of the project.

The Contractor shall forfeit, as a penalty, to the District, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof when such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinafter stipulated for any work done under the Contract, by him, or by a subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1780 thereof.

Section 106.33 Contractor's Employees and Subcontractors.106.33 Contractor's Employees and Subcontractors - The Contractor shall at all times be responsible for all work performed by subcontractors. When a subcontractor is used, the responsibility for every portion of the work shall remain with the Contractor. All persons engaged in the work will be considered as employees of the Contractor and their work shall be subject to the provisions of the Contract. When it is stated in the *Contract Documents* that a subcontractor, manufacturer, or a supplier or any other person other than the Contractor, the District or the Engineer shall do something, it means that the Contractor shall cause such person to do that thing.

The Contractor shall at all times be responsible for the adequacy, efficiency and sufficiency of his employees, his subcontractors and all persons employed by his subcontractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them.

Section 106.34 Service of Notices.34 Service of Notices - Any notice, order, direction, request or other

communication given by the District to the Contractor or the Contractor to the District under the Contract shall be deemed to be well and sufficiently given to the Contractor or District if left at any office used by the Contractor, or delivered to any of his or the District's officers, clerks or servants, or posted on the site of the work, or transmitted by facsimile transmission or mailed in any post office addressed to the Contractor at the address mentioned in the Contract, or at the Contractor's last known place of business, and if mailed, shall be deemed to have been given to and received by the Contractor two working days after the day of mailing in any post office in the vicinity of the work. If service is via facsimile transmission, the original document will be forwarded by United States Mail in accordance with this Section 106.34, "Service of Notices" and shall be considered as in full force and effect at the time of confirmed facsimile transmission.

Section 106.35 Deviation From Contract.35 Deviation From Contract - The Contractor shall not make any alteration or variation in or addition to or deviation or omission from the terms of the Contract without the express written consent of the District.

Section 106.36 Suggestions To Contractor.36 Suggestions To Contractor - Any plan or method of work suggested by the District or the Engineer to the Contractor 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 District and the Engineer shall assume no responsibility therefor and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

Except as provided for in Section 105.07, "Emergency Conditions" of these Standard Specifications, no verbal agreement or conversation with any officer, agent, or employee of the District, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the District.

Section 106.37 Quantities106.37 Quantities - The quantities shown within the *Contract Documents* shall be considered as the final quantity for payment of the various items of work as defined elsewhere in the *Contract Documents* and no variation in quantities will be considered unless called for under a *Contract Change Order* approved by the Engineer.

Section 106.38 Hours of Labor.38 Hours of Labor - Pursuant to the California Labor Code 8 hours of labor shall constitute a legal day's work, and the Contractor or any subcontractor shall not require more than 8 hours of labor in a day from any person employed by him in the performance of the work under the Contract. Failure of the Contractor to perform the work in accordance with this policy of the State of California shall be deemed to be a failure on his part to comply with the provisions of the contract.

Section 106.39 Overtime Work.39 Overtime Work - Overtime and shift work may be established as a regular procedure by the Contractor with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 6:00 p.m. and 8:00 a.m., nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of any emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and any weekday between the hours of 6:00 p.m. and 8:00 a.m.. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses which are directly chargeable to the overtime work. All such charges will be charged to the Contractor.

Section 106.40 Certificates of Compliance.40 Certificates of Compliance - Where provided for in these Standard Specifications and the *Contract Documents*, the Contractor shall furnish a *Certificate of Compliance* in lieu of compliance testing for materials used in the construction of District facilities. Such *Certificate of Compliance* shall be on the form required by the Engineer or a form provided by the preparer and approved by the Engineer. Such *Certificate of Compliance* shall be prepared by the material manufacturer or supplier and shall include as a minimum, the following information:

1. Name, address, telephone number, and contact person of the manufacturer;

(Note that the contact person of the manufacturer may be that of the supplier)

2. Name, address, telephone number, and contact person of the supplier;
3. Description of the material included in the *Certificate of Compliance*;
4. Applicable sections in these Standard Specifications and the *Contract Documents*;
5. Applicable standards or specifications including but not limited to, ASTM, AWWA, NEMA, NEC, AASHTO, FHWA, UL;
6. A formal statement that the referenced materials comply in all respects with all applicable standards and specifications;
7. The signature of the responsible representative of the manufacturer preparing the *Certificate of Compliance*.

A *Certificate of Compliance* will be required for each lot of material furnished and shall include all materials within each lot. No work that includes material for which a *Certificate of Compliance* is required will be considered acceptable without the approved submittal of such *Certificate of Compliance*. No extension in contract time will be permitted for delays related to the submittal of a *Certificate of Compliance*. The District reserves the right to sample and test any or all materials used on the basis of a *Certificate of Compliance* and to reject the use of materials used on the basis of a *Certificate of Compliance* deemed not in compliance with these Standard Specifications or the *Contract Documents* at the time of incorporation in the work.

Section 106.41 Employment of Apprentices.41 Employment of Apprentices - The Contractor's attention is directed to the provisions of Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any of his subcontractors.

Section 1777.5, as amended, requires the Contractor or his subcontractors employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a *Certificate of Approval*. The *Certificate of Approval* will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of apprentices to journeymen in such cases shall not be less than 1 to 5 except:

1. When unemployment in the area of coverage by the joint committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or,
2. When the number of apprentices in training in the area exceeds a ratio of 1 to 5, or,
3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or,
4. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than 1 apprentice to 8 journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any of his subcontractors shall comply with all requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Section 106.42 Use of Explosives.42 Use of Explosives - The use of explosives will not be permitted for any work under Contract with the District except as specifically provided for in the *Contract Documents*.

SECTION 107 PROSECUTION OF THE WORKSECTION 107 PROSECUTION OF THE WORK

Section 107.01 Notice to Proceed.01 Notice to Proceed - Notwithstanding any other provision of the Contract, the District shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of Notice to

Proceed whether or not the District has knowledge of the furnishing of such work.

Section 107.02 Cost Reduction Incentive.02 Cost Reduction Incentive - The Contractor is encouraged to submit, in addition to his *Proposal*, proposals for modifying specific plans, specifications, or other requirements of the Contract for the sole purpose of reducing the time and cost to the District. Such proposals shall be in **addition** to the *Contract Documents*. Proposals submitted not in conformance with the original *Contract Documents* will be considered non-responsive.

Cost reduction proposals shall demonstrate a minimum savings in excess of \$2,500.00 dollars and contain the following minimum information:

1. Complete description of the proposed change.
2. A description of the relevant contract requirements.
3. An itemization of the contract requirements that must be changed if the proposed changes are adopted.
4. A detailed life-cost comparison between the work required by the *Contract Documents* and the proposed change. The cost comparison shall use the methodology designated in Section 108.06, "Force Account Payment" of these Standard Specifications.
5. A statement of the time within which the Engineer must make a decision thereon.
6. All other contract items of work affected by the proposed changes, including any quantity variation thereto.

The District will not be liable to the Contractor for failure to accept or act upon a proposal submitted in accordance with this Section 107.02, "Cost Reduction Incentive". Nor will the District be liable to the Contractor for any delays to the work attributable to any such proposal.

The Contractor shall continue to perform his work under the Contract and in accordance with the *Contract Documents* until such time as the Engineer has made his determination regarding the proposed change and issues a *Contract Change Order* incorporating such proposal. Work performed in accordance with such proposal prior to approval by the Engineer shall be considered as unacceptable or unauthorized work in accordance with Section 106.20, "Defective and Unauthorized Work" of these Standard Specifications.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance shall be by a *Contract Change Order*. Such *Contract Change Order* will include a description of the change to be made from the original *Contract Documents* and the cost benefit to be realized thereunder less any costs related to the Engineer's evaluation of the proposal. Such *Contract Change Order* will also enumerate the changes in contract time, itemized unit or lump sum prices affected, and will provide for the Contractor to receive payment in the amount of 50 percent of the benefit realized by the District. The benefit to be realized will be calculated by comparing the value actually proposed and the value of the substitution as determined in accordance with Section 108.06, "Force Account Work" of these Standard Specifications.

Section 107.03 Contract Time of Completion

Section 107.03.01 General - The Contract Time of Completion shall be that period of time stated in the *Contract Documents*, including all addendum and *Contract Change Orders*. The Contract Time of Completion will also be adjusted as specified in Section 107.05, "Extension of Time" of these Standard Specifications. The Contract Time of Completion will be calculated from the date of the *Notice to Proceed*.

Section 107.03.02 Calendar Days - When the period of time stated in the *Contract Documents* is identified as *calendar days*, the period of time will be calculated using all calendar days, including designated holidays and weekends, during the contract period.

Section 107.03.03 Working Days - When the period of time stated in the *Contract Documents* is identified as *working days*, the period of time will be calculated using all calendar days, excluding designated holidays and weekends, during the contract period.

Section 107.04 Suspension or Termination of Work by District - The District may at any time suspend or terminate work, or any part thereof, by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after receiving written notice from the District to resume work.

If the District does not give notice in writing to the Contractor to resume work at a date within 60 days of the date of the written notice to suspend, then the Contract shall be assumed to have been terminated. Upon termination, all completed work will be assessed and final payment made on the percent completed.

Section 107.05 Extension of Time

Section 107.05.01 General - The Contract Time of Completion may be extended due to delays caused by conditions that arise in the prosecution of the work. Such delays shall be considered as either avoidable or unavoidable as defined herein. The calculation of an extension to the Contract Time of Completion will be based on either calendar days or working days, as stated in the *Contract Documents* and as defined in Section 107.03, "Contract Time of Completion" of these Standard Specifications.

After the completion of any work or the whole of the work, the Engineer, in estimating the amount due the Contractor will assume that any and all delays which have occurred in its prosecution and completion have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and later found by him to have been unavoidable. The Contractor shall make no claims that any delay not called to the attention of the Engineer in writing at the time of its occurrence has been an unavoidable delay.

Section 107.05.02 Avoidable Delays - In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Section 103.14, "Damages for Delay (Liquidated Damages)" of these Standard Specifications. The District however, will have the right to grant an extension of time for avoidable delay if it is deemed in its best interest to do so.

Section 107.05.03 Unavoidable Delays - For delays which the Engineer considers to be unavoidable, the Contractor shall, pursuant to his application, be allowed an extension of time beyond the time herein set forth, proportional to such delay or delays, in which to complete the Contract.

Working days during which weather conditions do not permit constructive work on the project for more than 4 hours shall be considered "rain days" and may be cause for an extension in the Contract Time of Completion. "Rain days" may also include days following adverse weather when the Engineer determines that site conditions will adversely impact the work. The determination of "rain days" shall be exclusively the opinion of the Engineer and no *Contract Change Order* will be required for periods of less than 10 consecutive working days on which constructive work on the project cannot be performed due to weather-related conditions.

Work associated solely with the maintenance of erosion control facilities will not be considered as constructive work for the purposes of this Section 105.05.03, "Unavoidable Delays".

Section 107.05.04 Notice of Delays - Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as an unavoidable delay, he shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay or, if this cannot be done, determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby.

Such notice of delay shall include but not be limited to, the following information:

1. Cause of delay.
2. Type of work affected (trenching, paving, etc.).
3. Start of delay.
4. Total duration of delay in days and hours.
5. Termination of delay (real or anticipated).
6. Surety's consent to the extension in time requested.

Neither the District nor the Engineer will consider adjustment of Contract Time of Completion based on a shortage or inadequacy of labor and equipment, negligence, or fault of the Contractor, and other deficiencies or lacks which are within the province of the Contractor's control or responsibility. Causes which will be given consideration in adjusting the Contract Time of Completion will include, but not be limited to, the following:

1. Errors, changes, or omissions in the *Contract Documents*.
2. Failure of the District, its representatives, and its other contractors to act promptly in carrying out obligations and duties.
3. Failure of the District to submit the Contract and bond forms to the Contractor in the time specified in Section 103.01, "Award of Contract" of these Standard Specifications.
4. Performance of Extra Work under Section 105.08, "Contract Change Orders" of these Standard Specifications.
5. Court orders enjoining the prosecution of the project, in whole or in part.
6. Strikes not within the Contractor's organization
7. Acts of God which shall include but not be limited to, unusual actions of the elements not reasonably foreseeable by the Contractor
8. An act of the District not authorized by the Contract or permitted by law.

An extension in contract completion time will only be considered if the Contractor has given written notice to the District of the cause of the delay within 10 calendar days of occurrence thereof and notice to the District of termination of delay within 5 calendar days thereof and makes claim for such extensions prior to the contract completion date. The decision of the District regarding any delay or extension of contract time shall be final.

An adjustment of contract time as herein provided shall be the Contractor's sole remedy for any delay in completion of the project arising from causes beyond the control of the Contractor, and that in no event shall Contractor be entitled to collect or recover any damages, loss, or expense incurred by reason of such delay.

Section 107.06 Preconstruction Conference.06 Preconstruction Conference - After award of the Contract and prior to the issuance of a Notice to Proceed, the various parties, subcontractors, and public officials shall meet in a preconstruction conference to discuss and coordinate the required construction activities and determine when construction can proceed. The conference will take place at a time and location designated by the District.

Section 107.07 Sunday, Holiday, and Night Work.07 Sunday, Holiday, and Night Work - Subject to prior written approval of the Engineer, the Contractor may elect to include work on Sundays, holidays, and at night if it is in the best interest of the District. Prior to granting approval, the Contractor must provide the written agreement of all affected residents and agencies having jurisdiction over the work. All costs associated with work on Sundays, holidays, and at night shall be borne by the Contractor including but not limited to adequate traffic control, lighting, noise mitigation, and inspection.

Section 107.08 Designated Holidays.08 Designated Holidays - Designated holidays shall be as follows:

1. January 1st
2. The third Monday in January
3. The third Monday in February
4. The Friday before Easter (Good Friday)
5. The last Monday in May
6. July 4th
7. The first Monday in September
8. The second Monday in October
9. November 11th
10. The fourth Thursday in November (Thanksgiving Day)
11. The fourth Friday in November
12. December 24th
13. December 25th

When a designated holiday falls on a Sunday, the following Monday shall be a designated holiday. When a designated

holiday falls on a Saturday, the preceding Friday shall be a designated holiday. Additionally, any day designated by the Federal or State government as a legal holiday shall be considered a designated holiday for the purposes of the Contract.

Section 107.09 Unfavorable Weather and Other Conditions

During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions exist, unless the Contractor shall, by special means or precautions approved by the Engineer, be able to overcome them.

Section 107.10 Submittals

Section 107.10.01 General - Except as provided for in the *Contract Documents*, all required submittals of reports, shop drawings, product literature, etc. shall be submitted to the Engineer in triplicate (3 copies minimum), not less than five (5) working days before commencing actual work on such items related to the submittals. No work shall be allowed to progress without said submittals having been approved in writing by the Engineer.

Except as provided for in the *Contract Documents*, the Contractor shall submit evidence of material ordering, including supplier and date of delivery, within two (2) working days of receipt of the Notice to Proceed.

The citing of specific submittals in this section is provided for the convenience of the user and the District makes no warranty, expressed or implied, as to the completeness or accuracy of the list cited herein. The citing of specific submittals shall not in any way relieve the Contractor of complying with the submittal requirements of each and every section of these Standard Specifications, the *Contract Documents*, and the permit requirements of any agency having jurisdiction over the work.

Section 107.10.02 Submittal Format - As called for, each copy of each submittal shall be bound in one or more three-ring binders. Each submittal shall be 8½ ´ 11 inches in dimension. Binders shall be clearly labeled on the cover and the spine with the project name, number and description of submittal and the Contractor's name. Each component shall also bear the project name and submittal number in the top right hand corner of standard size documents such as lists, certificates, and manuals.

The binder shall be subdivided by index tabs identifying each material or product to be submitted.

Plans, details and other oversize submittals shall be enclosed in polyethylene sleeves within the binder or otherwise physically made a part of the bound submittal of which they are a part such that all elements of the submittal remain intact as a unit. The project name and submittal number shall be shown as part of or immediately adjacent to the drawing title block.

Submittals shall be accompanied by the Transmittal Form included in Appendix "A", "Sample Forms" of these Standard Specifications or that Transmittal Form approved in advance by the Engineer. Action and response to the submittal shall follow the instructions thereon.

Section 107.10.03 Minimum Submittals - In addition to those submittals required elsewhere in the *Contract Documents*, the Contractor shall submit information required by the *Contract Documents* within that period of time following receipt of the Notice to Proceed specified in the *Contract Documents* or as directed by the Engineer through the issuance of a *Contract Change Order*. As appropriate, the submittals shall include but not be limited to the following materials:

- Asphalt Concrete
 - Certificate of Compliance with CalTrans Standard Specifications (Section 39).
- Bedding, Backfill, and Aggregate Base
 - Certificate of Compliance with appropriate gradation specifications
 - Sieve Analysis.
 - Mix Design (Sand/Cement Slurry Backfill).

- Building Systems including Concrete Masonry Units, Structural Steel and Timber, Roofing, Trusses, Sheet Metal, and Miscellaneous Hardware
 - Certificates of Compliance with ASTM standards as appropriate.
 - Catalog cuts.
 - Dimensional drawings and details.
 - Color chips.
 - Structural calculations and design data.
 - Reinforcing steel diagrams.
 - Erection, bending, and placement drawings.
 - Mix design for mortar and grout.
 - Parts lists including source of supply.
 - Welder certifications.
 - Bench test results.
 - Complete installation, maintenance and operations manuals..

- Control and Instrumentation Systems
 - Manufacturer's resume.
 - Catalog cuts.
 - Dimensional drawings and details.
 - Logic diagrams.
 - Wiring diagrams.
 - Ladder diagrams.
 - Block diagrams.
 - Programming manual
 - Parts lists including source of supply.
 - Installation and operation instructions.
 - Nameplate data
 - Manufacturer's warranty.

- Copper Pipe, Tubing, and Fittings
 - Certificate of compliance with AWWA C800.

- Double-Contained Piping
 - Certificate of Compliance with ASTM standards as appropriate.
 - Manufacturer's Resume citing work of a similar nature within at least the previous 5 years.
 - Catalog cuts.
 - Plans and details for assembly and installation.
 - Manufacturers's warranty.

- Ductile Iron Fittings
 - Certificate of compliance with AWWA C110 or C153.
 - Catalog cuts.
 - Details showing dimensions and installation procedures.

- Ductile Iron Pipe
 - Certificate of Compliance with AWWA C151.
 - Details showing dimensions and installation procedures.

- Electrical Equipment including Panels, Switch Gear, Meter Panel, Lighting, Low-Voltage Electrical, HVAC
 - Certificate of Compliance with Underwriter's Laboratories as appropriate.
 - Certificate of Compliance with NEMA and NEC as appropriate.
 - Catalog cuts.
 - Dimensional drawings and details.
 - Wiring diagrams.
 - Ladder diagrams.
 - Parts list including source of supply.
 - Short circuit calculations.

- . Bench test results and performance curves.
 - . Isolux diagrams.
 - . Complete installation and operations manuals.
 - . Breaker/fuse coordination diagrams.
 - . Nameplate data.
 - . Manufacturer's warranty.
- .. Engine Generator Equipment
- . Certificate of Compliance with Underwriter's Laboratories as appropriate.
 - . Certificate of Compliance with NEMA and NEC as appropriate.
 - . Catalog cuts.
 - . Dimensional drawings and details.
 - . Wiring diagrams.
 - . Ladder diagrams.
 - . Parts list including source of supply.
 - . Short circuit calculations.
 - . Bench test results and performance curves.
 - . Complete installation, maintenance, and operations manuals.
 - . Breaker/fuse coordination diagrams.
 - . Load and fuel consumption calculations.
 - . Sound attenuating equipment including drawings, details, and performance data..
 - . Nameplate data.
 - . Manufacturer's warranty.
- .. Fuel Tanks, including Fuel Pumps and Metering Equipment
- . Certificate of Compliance with ASTM, UL, and NFPA standards.
 - . Manufacturer's Resume citing work of a similar nature within at least the previous 5 years.
 - . Dimensional drawings and details.
 - . Complete installation, maintenance, and operations manuals.
 - . Manufacturer's warranty.
- .. Galvanized Iron Pipe
- . Certificate of compliance with AWWA C800.
 - . Details showing dimensions and installation procedures.
- .. Painting and Coating Systems including Caulking and Sealants
- . Color chips.
 - . Full material specifications including hazardous material handling requirements.
 - . Application instructions.
 - . Certificates of Compliance with AWWA specifications.
- .. Polyvinyl Chloride Pipe (PVC)
- . Certificate of Compliance with AWWA C900, AWWA C905, AWWA C800, ASTM D1785, and D2241
 - . Details showing dimensions and installation procedures.
- .. Polyethylene Tubing
- . Certificate of Compliance with AWWA C901 and ASTM D2737
 - . Details showing dimensions and installation procedures.
- .. Precast Concrete Structures Including Castings and Grates, Meter and Valve Boxes, and Vaults
- . Manufacturer's Resume citing work of a similar nature within at least the previous 5 years.
 - . Structural calculations.
 - . Structural plans and details.
 - . Concrete mix designs.
 - . Specifications for installation.
 - . Manufacturer's warranty.
 - . Material specifications.
 - . Certificate of compliance with ASTM standards as appropriate.

- Catalog cuts as appropriate.
- .. Pump Suction Barrels
 - Certificate of Compliance with AWWA C200.
 - Details showing dimensions and installation procedures.
- .. Pumping Equipment including Domestic Service Pumps, Chemical Feed Pumps, and Air Compressors
 - Manufacturer's resume.
 - Catalog cuts.
 - Certificate of Compliance with AWWA Specifications as appropriate.
 - Pump curves.
 - Complete mechanical drawings.
 - Complete electrical drawings including schematics, wiring, motors, connections.
 - Complete installation, maintenance, and operations manuals.
 - Parts lists including source of supply.
 - Bench test results.
 - Nameplate data.
 - Manufacturer's warranty
- .. Reinforced Concrete Pipe
 - Certificate of Compliance with ASTM C76.
 - Details showing dimensions and installation procedures.
- .. Retaining Walls
 - Manufacturer's Resume citing work of a similar nature engaged in within at least the previous 5 years.
 - Structural calculations.
 - Structural plans and details.
 - Specifications and methods for installation.
 - Manufacturer's warranty.
 - Catalog cuts as appropriate.
 - Material specifications.
 - Certificate of Compliance with applicable ASTM, ACI and CRSI standards as appropriate
- .. Safety Plan
 - Traffic control plan.
 - Material handling and storage.
 - Shoring plans for all excavations.
 - Protective measures required for *Permit-Required Confined Spaces* (Federal OSHA)
 - Other plans required by regulatory agencies.
- .. Valves including Control, Air/Vacuum, Hydrants, Meters, and Small Valves and Couplings
 - Certificate of compliance with AWWA specifications as appropriate.
 - Catalog cuts.
 - Dimensional drawings and details.
 - Complete mechanical drawings.
 - Complete electrical drawings including schematics, wiring, motors, connections.
 - Parts lists including source of supply.
 - Complete installation, maintenance, and operations manuals.
 - Manufacturer's warranty.
- .. Water Tanks
 - Certificate of compliance with AWWA standards as appropriate.
 - Manufacturer's Resume citing work of a similar nature within at least the previous 5 years.
 - Structural plans, details, specifications, and installation requirements.
 - Manufacturer's warranty.

SECTION 108 MEASUREMENT AND PAYMENTSECTION 108 MEASUREMENT AND PAYMENT

Section 108.01 Progress Payments.01 Progress Payments - The Contractor shall submit to the Engineer, not later than the 25th day of the month, a request for payment for materials furnished and work completed during the preceding calendar month. Copies of such request for payment shall be in a form and manner satisfactory to the Engineer. The first request for payment shall include the value of the work done and invoice cost of equipment and materials proposed and suitable for permanent incorporation in the work delivered and suitably and safely stored at the site of the work since the Contractor shall have begun the performance of the Contract, and every subsequent request for payment except the final one shall be of the value of the work done and invoice cost of equipment and materials delivered and suitably stored at the site of work since the last precedent estimate was made. With each request for payment, the Contractor shall, if required, submit satisfactory evidence of payment for all materials and labor including payments to subcontractors made during the previous month.

Within 5 days after the proper submission of request for payment by the Contractor the Engineer will:

1. Compare the work completed and the materials delivered and/or incorporated in the work against the cost breakdown provided for in Section 106.06, "Schedule" of these Standard Specifications;
2. Transmit it to the District with a recommendation for payment, or,
3. Return the request for payment to the Contractor with revisions or corrections indicated (errors or omissions in the original submittal that must be revised or corrected may result in a 30-day delay in payment).

Progress payments will be the sum of the following, up to the total amount of each item as originally agreed to or as adjusted by Contract Change Order. Such progress payments shall be less any monies previously paid the Contractor and less the retention provided for in Section 108.02, "Retention" of these Standard Specifications:

1. For items paid as a lump sum, excepting mobilization, the estimated percentage of work completed to the date of the payment request under each payment item;
2. For items paid on a unit price, the estimated total number of units completed to the date of the payment request under each item;
3. For materials delivered to the job site but not yet incorporated in the work, 50 percent of the invoice amount for that material delivered in the current billing period, as evidenced by the invoice and shipping tags;
4. For mobilization, payment will be calculated as follows:
 - a. When the payment request is more than 5 percent and less than 10 percent of the total contract amount, payment will be for 50 percent of the contract price for mobilization;
 - b. When the payment request is more than 10 percent and less than 20 percent of the total contract amount, payment will be for 75 percent of the contract price for mobilization;
 - c. When the payment request is more than 20 percent and less than 50 percent of the total contract amount, payment will be for 95 percent of the contract price for mobilization;
 - d. When the payment request is more than 50 percent of the total contract amount, payment will be for 100 percent of the contract price for mobilization;

Within 30 days after the receipt of each request for payment recommended by the Engineer, the District will pay the Contractor the amount contained in the approved request for payment.

Section 108.02 Retention.02 Retention - The District will retain 10 percent of the estimated value of the work done and 10 percent of the value of materials so estimated to have been furnished, delivered, installed and/or stored as part security for the fulfillment of the Contract by the Contractor. Upon satisfactory completion of the work, the District will pay the amount retained as part of the final payment as specified in Section 108.04, "Final Estimate and Payment" of these General Conditions.

Section 108.03 Acceptance of the Work.03 Acceptance of the Work - In accordance with Section 106.22, "Final

Inspection" of these Standard Specifications, the Contractor shall notify the Engineer in writing of the completion of the work whereupon the Engineer will promptly, by personal inspection, satisfy himself as to the actual completion of the work in accordance with the terms of the Contract, and shall thereupon recommend to the District that the work is acceptable. Upon acceptance of the work the District will immediately file a Notice of Completion.

Section 108.04 Final Quantities. - The quantities of materials to be measured by weight or volume, including but not limited to, asphalt concrete, aggregate base, bedding and backfill, and excavation provided for in the *Contract Documents* shall be considered as final quantities except as adjusted by the Engineer by the issuance of a Contract Change Order.

All changes in the quantity of such materials in excess of those volumes provided for in the *Contract Documents* or adjusted by Contract Change Order shall be calculated based on the neat line dimensions of the work being constructed and no additional compensation will be allowed for quantities in excess of that quantity so calculated.

Quantities of materials to be measured by the linear foot or the individual unit may be adjusted by the Engineer in agreement with the Contractor up to the limits provided for in these Standard Specifications and the *Contract Documents*. Final quantities of such materials will be paid for in accordance with the provisions of these Standard Specifications.

Section 108.05 Final Estimate and Payment. - The District will make final payment to the Contractor in the manner provided by law following the expiration of 35 days after the acceptance of the work.

Such final payment shall include the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of the Contract prescribe. All prior estimates, payments, and retention including those relating to extra work shall be subject to correction by this payment.

Section 108.06 Compensation for Extra Work or Work Omitted. - Whenever corrections, additions, or modifications in the work to be performed under the Contract, as provided for elsewhere herein, the amount of compensation due the Contractor shall be that amount mutually agreed upon by the District and the Contractor. Failing such agreement, all work necessitated by such change will be paid for as provided for in Section 108.07, "Force Account Work" of these Standard Specifications.

In order that a proper estimate be made by the Engineer of the compensation due the Contractor for the performance of work under Section 105.06, "Changed Conditions" of these Standard Specifications, the Contractor shall furnish the Engineer daily with an itemization of labor, materials, and equipment supplied, furnished, or expended in the performance of such work. If the Contractor fails to furnish such daily records, the Engineer may make his own determination of compensation due the Contractor and the Contractor shall have no claim for adjustment of compensation for those days for which such records were not provided.

Such daily records shall bear the acknowledgement of the Engineer or his designated representative. Daily records not bearing such acknowledgement will not be considered in the evaluation of requests for additional compensation. Such acknowledgement shall only constitute a recognition of work performed, labor, materials, and equipment provided or expended, and conditions found that day. The determination of the whether such work warrants additional compensation will be made by the Engineer in accordance with these Standard Specifications and the *Contract Documents* and the acknowledgement of daily records shall not constitute either an expressed or an implied approval or an authorization for additional compensation.

Section 108.07 Force Account Work. - When work is to be paid for on a force account basis, the labor, materials, and equipment used in the performance of such work shall be subject to the approval of the Engineer and compensation will be determined as provided in this Section 108.06, "Force Account Work".

To all direct costs for labor and materials incurred by the Contractor, a 15 percent markup will be applied. It is expressly stated that such markup shall constitute full compensation for all overhead costs associated with providing labor, material, or equipment not otherwise specifically designated as cost of equipment rental. The total payment made shall be deemed to be the actual cost of such work and shall constitute full compensation therefor.

When work paid for on a force account basis is performed by forces other than the Contractor's organization, the

Contractor shall reach his own agreement with such forces as to the distribution of the payment made by the District for such work and no additional compensation will be allowed therefor to the Contractor, subcontractors, or suppliers.

Payment for all costs for labor, materials, and equipment will be the sum of the following:

Section 108.07.01 Labor under Force Account - The Contractor will be paid the cost of labor for the workmen (including foremen when authorized by the Engineer), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

Section 108.07.01(A) Actual Wages - The actual wages paid in accordance with the prevailing wages as provided for elsewhere in these Standard Specifications and shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, and similar purposes.

Section 108.07.01(B) Labor Surcharge - To the actual wages, as specified herein, will be added a labor surcharge set as forth in the Department of Transportation publication entitled *Labor Surcharge And Equipment Rental Rates*, which is in effect on the date upon which work is accomplished and which is a part of the Contract. Said labor surcharge shall constitute full compensation for all payments made to, or on behalf of, the workmen, other than actual wages as defined herein and subsistence and travel allowance as specified herein.

Section 108.07.01(C) Subsistence and Travel Allowance under Force Account - The actual subsistence and travel allowance paid to such workmen.

Section 108.07.02 Materials under Force Account - The District reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and markup on District furnished materials.

Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of such materials shall be the cost to the purchaser, whether the Contractor, subcontractor, or other forces, from the supplier thereof, except as the following are applicable:

Section 108.07.02(A) If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the District notwithstanding the fact that such discount may not have been taken.

Section 108.07.02(B) If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Engineer plus the actual costs, if any, incurred in the handling of such materials.

Section 108.07.02(C) If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such materials delivered to the work site, whichever is lower.

Section 108.07.02(D) If the cost of such materials is, in the opinion of the Engineer, in excess of 125 percent of the cost of such materials from other sources, then the cost of such material shall be the lowest current wholesale price at which such materials were available in the quantities concerned delivered to the work site, less any discounts as provided in Section 108.06.02(A) of these Standard Specifications.

Section 108.07.02(E) If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof within 60 days after delivery of the material or within 15 days after acceptance of the Contract, whichever occurs first, the District reserves the right to establish the cost of such materials at the lowest current wholesale prices at which such materials were available in the quantities concerned delivered to the location of the work, less any discounts provided in Section 108.06.02(A) of these Standard Specifications.

Section 108.07.03 Equipment under Force Account - The Contractor will be paid for the use of equipment owned by the Contractor at the rental rates listed for such equipment in the Department of Transportation publication entitled *Labor Surcharge And Equipment Rental Rates*, which is in effect on the date upon which the work is accomplished and which is a part of the Contract. If the equipment used is not listed in said publication, the Engineer will determine a suitable rate from information on similar equipment in such publication and local equipment rates. The Contractor may

furnish any cost data which may assist the Engineer in the establishment of such rental rate.

The equipment rental rates paid as above described shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, maintenance of any kind, depreciation, storage, insurance, and all incidentals and no additional compensation will be allowed therefor.

Section 108.07.03(A) Incidental Tools and Equipment under Force Account - Rental time will not be allowed while equipment is inoperative due to mechanical breakdown or maintenance. Individual pieces of equipment or tools not listed in said publication with a replacement value of \$500.00 or less and small tools whether or not consumed by use, shall be considered as incidentals and no additional compensation will be allowed therefor.

Section 108.07.03(B) Equipment On Site under Force Account - Contractor's equipment which is on the site of work will be paid for as provided in this Section 108.06.03, "Equipment". No allowance will be made for moving the equipment from any other site to the site of work.

The rental time for such equipment will be computed on the basis of 1/2 hour increments whenever the rental rate is listed as hourly and 1/2 day increments when the rental rate is daily. A 1/2 day will be considered as 4 hours of work unless otherwise provided for.

Section 108.07.03(C) Equipment Not On Site under Force Account - Payment for Contractor's equipment not on the site of work at the time of issuance of the *Contract Change Order* will be paid for as provided herein. Equipment that will be incorporated in the originally contracted work or the unfinished portion thereof, will be paid for in accordance with Section 108.06.03(B), "Equipment On Site" of these Standard Specifications. For all other equipment in the Contractor's organization which must be moved to the site, the payment will include the costs of labor, materials, and equipment, such as trucks and trailers with driver, to transport said equipment to the site of the work. The costs of transporting equipment to the site will be calculated in accordance with the provisions of this Section 108.06, "Force Account Work" from the Contractor's corporation yard or other mutually agreed point of origin to the job site.

Section 108.07.03(D) Specialty and Rental Equipment under Force Account - Specialty equipment that would not reasonably be found in the Contractor's organization, such as drilling or tunneling equipment, and that would not have been required for the performance of work under the original Contract, will be paid for as provided in Section 108.06.02, "Materials" and Section 108.06.01, "Labor" of these Standard Specifications. To the invoice amount for specialty and rental equipment, a 15 percent markup will be added. It is expressly stated that such markup shall constitute full compensation for all overhead costs associated with providing labor, material, or equipment not otherwise specifically designated as cost or equipment rental. The total payment made shall be deemed to be the actual cost of such work and shall constitute full compensation therefor.

Such payment shall include full compensation for mobilization of the equipment, transportation to the site of work, maintenance, and operation of the equipment including all labor, materials, tools, and equipment necessary to prepare the equipment for service, transport it to the site of the work, maintain the equipment at the site of work, and to return the equipment to the Contractor's place of storage for such equipment.

Section 108.07.04 Records - The Contractor shall maintain daily records of all labor, materials, tools, equipment, and incidentals engaged in the performance of extra work paid under force account. Such daily records shall be kept on a form acceptable to the Engineer and acknowledged by the Engineer or his representative daily. Failure to provide daily records acknowledged by the Engineer shall waive the Contractor's claim for additional compensation for the day(s) for which records are not submitted and approved.

Section 108.08 Compensation to the District for Delay - In case the work provided for under the Contract is not completed in the time limit stipulated in the *Contract Documents*, the District reserves the right to charge all direct costs including but not limited to those for engineering, inspection, surveying, and operations incurred by the District due to the extension in time to the Contractor. These costs will be charged to the Contractor and shall be in addition to the charge for liquidated damages as provided for in Section 108.09, "Assessment of Damages for Delay (Liquidated Damages)" of these Standard Specifications and the Contract Documents.

Section 108.09 Assessment of Damages for Delay (Liquidated Damages) - If the work is not completed by the Contractor in the time specified in the *Contract*

Documents , or within any period of extension as authorized in the *Contract Documents*, it is understood that the District will suffer damage; and it being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the District, as fixed and liquidated damages, and not as a penalty, the sum as stated below and in the Notice Inviting Sealed Proposals and the Contractor and Contractor's Surety shall be liable for the amount thereof; provided, however, that Contractor shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God or of the public enemy, acts of the Government, act of Owner, fires, floods, epidemics, quarantine restrictions, strikes and freight embargoes.

For each and every day that any portion of the work remains unfinished after the time fixed for completion in the *Contract Documents* as modified by any extension of time granted, damage will be sustained by the District and the Contractor shall be charged the amount per day shown in the following Schedule of Liquidated Damages.

SCHEDULE OF LIQUIDATED DAMAGES		
ORIGINAL AMOUNT OF CONTRACT		PER DIEM AMOUNT OF LIQUIDATED DAMAGES
FOR MORE THAN	UP TO AND INCLUDING	
\$ 0.00	\$ 100,000.00	\$ 250.00
100,000.00	500,000.00	500.00
500,000.00	1,000,000.00	750.00
1,000,000.00	2,000,000.00	1,000.00
OVER 2,000,000.00		AS SPECIFIED

Except as otherwise provided herein or in the *Contract Documents*, the Contractor shall have no claim or right of action against the District for damages, costs, expenses, loss of profits, or otherwise because or by reason of any delay in the fulfillment of the Contract within the time limited therefor occasioned by any cause or event within or without the Contractor's control, and whether or not such delay may have resulted from anything done or not done by the District under the Contract.

Section 108.10 Cost Breakdown.10 Cost Breakdown - Within 15 days after execution of the Contract, the Contractor shall submit a schedule in accordance with Section 106.06, "Schedule" of these Standard Specifications. Failure by the Contractor to provide such schedule, including the cost breakdown, will be cause for the District to withhold progress payments until such schedule and cost breakdown is submitted.

Section 108.11 Notice of Completion.11 Notice of Completion - Upon satisfactory completion of all work, as determined by the Engineer as provided for in Section 106.22, "Final Inspection" of these Standard Specifications, the District will immediately file a *Notice of Completion* with the County of Santa Cruz.