



INVITATION FOR BID
EXCAVATION RESTORATION FOR INSERTION VALVE

Date of Issue: Thursday, August 27, 2026
Date of Opening: Tuesday, September 15, 2026 at 2:00 p.m.

Project Administrator:

Rob Hillebrecht, P.E.

Principal Engineer

rob@sunnyslopewater.org

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INVITATION FOR BID

EXCAVATION & RESTORATION FOR INSERTION VALVE

Bids are solicited and will be received at Sunnyslope County Water District, Administration Building at 3570 Airline Hwy, Hollister, CA 95023 until Thursday, September 15, 2026 at 2:00 PM.

BACKGROUND

Sunnyslope County Water District (District) water system is located on the eastern side of the city of Hollister and adjacent San Benito County developments. The District is initiating a project to install new insertion valves at key locations within the water system to replace broken valves or improve system control. The District intends for its own staff to install new insertion valves. However, Sunnyslope is requesting bids from qualified contractors for the excavation, backfill, and pavement restoration at each site.

SUMMARY OF WORK

The District is requesting bids from qualified general contractors for the following work: The Contractor shall furnish all labor, equipment, and materials as required by the project scope of work titled "Excavation & Restoration for Insertion Valve Install". In general, the project scope of work includes the following tasks:

Task 1 – Mobilization & Project Coordination

1. Provide the District project administration with a work plan and schedule for approval.
2. Post notification at Ridgemark guard house of the days and times work will be conducted at least 48 hours prior to the commencement of work.
3. Identify the insertion valve locations and extents of excavation in the field with the District.
4. Take pre-construction photos and/or video.
5. Request and verify USA markings prior to any excavation work.
6. Mobilize equipment on site.

Task 2 – Traffic Control

1. Provide the District project administration with a Traffic Control Plan for each specific site. The plan must show the location of all signs, cones, flaggers, etc.
2. Furnish, install, and maintain all necessary warning signs.
3. Traffic control shall be implemented during all construction activities. This includes excavation, insertion valve installation by District staff, backfill, and pavement restoration.
4. Provide and maintain traffic steel plates for any open excavation.

Task 3 – Excavation

1. Saw cut and dispose of the asphalt from the 4'x4' work area.
2. Excavate the 4'x4' work area to 6 inches below the bottom of the pipe. Depth to the bottom of the pipe is generally 4.5' so assume 5' total excavation depth.
3. Excavation a 24-inch-long section under the pipe for the insertion valve clamp to fit under

- it during installation. Leave soil supporting the pipe on either side of this section.
4. Remove and dispose of excavation spoils.
 5. Install shoring if necessary for OSHA compliance.

Task 4 – Assistance During Insertion Valve Installation

1. Coordinate with Sunnyslope staff for insertion valve installation date and time.
2. Establish proper traffic control.
3. Provide adequate mechanical equipment, operator, and chains or straps to remove the steel plate and to lift and hold the valve and equipment (weighing about 250 lbs.) during install.
4. Insertion valve installation is expected to take 2-3 hours to complete.
5. Provide 8-mil poly sheeting and wrap the bolts and clamp of the valve. The stem does not need to be wrapped.

Task 5 – Backfill

1. Pour a concrete kicker around the valve clamp with wings extending to the edges of the trench. This will generally be about a half yard of concrete per valve.
2. Backfill the excavation with clean utility sand in 1-foot lifts up to base rock.
3. Compact sand using a tamper rammer (jumping jack compactor).
4. Provide and install a 8" dia SDR 35 PVC riser of sufficient length, and Christy G-5 box for the valve stem. Pour a 12-inch wide x 12" deep concrete collar around the valve box.
5. Place and compact Class 2 Base Rock for a final 12" section before paving. In the period prior to paving, install approximately 16" of Class 2 Base Rock as 4" will be removed for final paving.
6. Place a minimum of 1" of compacted temporary cold patch mix.

Task 6 – Patch Paving

1. Saw cut a T-cap 1 foot beyond the edge of the excavation, making approximately a 6'x6' patch area.
2. Coat the edges of the asphalt and G-5 collar with tack oil.
3. Install and compact 4 inches of Hot Mix Asphalt using a roller and vibratory plate.
4. Repair any road striping to match existing, if impacted by construction activities.

INSERTION VALVE LOCATIONS

1. Ridgemark Dr at Pacheco Villa Ct (North Leg)
2. Ridgemark Dr at Pacheco Villa Ct (South Leg)
3. Ridgemark Dr at Donald Dr (West Leg)
4. Ridgemark Dr at Donald Dr (South Leg)
5. Donald Dr at Ray Circle (East Leg)

The time frame for the actual work is from October 5 – November 13, 2026. Ideally multiple excavations can be prepared so that several insertion valves can be installed on the same day. This minimizes mobilization and coordination work with Sunnyslope staff.

Enclosed please find the Instruction to Bidder, Bid Form. Bids shall be submitted on the forms provided herein, or exact copies thereof, and the bidder shall submit one copy of the entire bid package along with the completed Bid Form and any other information specified in the bid documents.

Question regarding this bid must be submitted in writing to Rob Hillebrecht or Alvin Do, at rob@sunnyslopewater.org or alvin@sunnyslopewater.org no later than 5:00 p.m., Thursday, Sept 10, 2026, in order to be considered for an official response.

Bids must be addressed as follows:

BID: Excavation & Restoration for Insertion Valve
Sunnyslope County Water District
Attn: Engineering Department
3570 Airline Hwy
Hollister, CA 95023

The District reserves the right to reject any or all bids for any reason determined by the District to be in its best interest, or to award the bid to the lowest responsive and responsible bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

INSTRUCTIONS TO BIDDERS

OBJECTIVE OF THE REQUEST

It is the intent of this bid invitation to obtain pricing from qualified contractors for the 2026 VALVE REPLACEMENT PROJECT within the detailed specifications section of this Invitation for Bid (IFB). You are requested to submit your bid on the enclosed Bid Form.

TENTATIVE SCHEDULE

The following table shows the schedule of events to prepare your organization's response. The key deadlines and targeted dates for this process are as follows:

Action	Responsibility	Date/Time
Invitation For Bids	SSCWD	Thursday, Aug 27, 2026
Deadline for Written Questions	Bidders	Wednesday, Sept 9, 2026
Final Addendum Issuance	SSCWD	Thursday, Sept 10, 2026
Bids Due	Bidders	Tuesday, Sept 15, 2026 at 2pm
Board Consideration for Approval	SSCWD	Tuesday, Sept 22, 2026
Award Bid	SSCWD	Wednesday, Sept 23, 2026
Notice to Proceed & Pre-Con Meeting	SSCWD	Thursday, Oct 1, 2026
Project Completion	Bidder	Friday, Nov 13, 2026

The NTP will be issued following the execution of the Construction Contract, bonding, insurance verification, and other requirements.

QUESTIONS

Written questions shall be e-mailed to rob@sunnyslopedwater.org or alvin@sunnyslopedwater.org by the date and time specified in the IFB schedule. Bidders will enter "Excavation & Restoration Bid – Questions" as the subject of the email.

For questions received prior to the "question" deadline date, the District response and any additional information deemed necessary by the District will be posted in the form of an addendum. Such addenda shall become an official Addendum to this IFB. It will be posted to the SSCWD website at www.sunnyslopedwater.org and emailed to all on Sunnyslope's bid-holders list. No information, instruction, or advice provided orally or informally by any personnel, whether made in response to a question or concerning this IFB, shall be considered authoritative or binding. Firms shall rely only on written material contained in an Addendum to this IFB. Inquiries should be submitted no later than the date and time noted in the IFB schedule. Questions answered verbally will be followed up by written addenda as deemed necessary; oral interpretations shall have no effect.

SUBMISSION INSTRUCTIONS

Bids should be complete and carefully worded and should convey all the information requested in the IFB. Emphasis should be on completeness and clarity of content. If the bid includes any comment over and above the specific information requested in the IFB, the bidder should include this information as a separate appendix to its bid.

Bidders shall comply with the requirements of the IFB and must accept the language of SSCWD's Standard Construction Contract. Bids that include alterations or modifications to any of the IFB's contractual requirements or standard terms and conditions may be deemed non-responsive and not considered for award at SSCWD's discretion. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration. SSCWD reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to awarding a Construction Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reasons for SSCWD's action.

Bids may be withdrawn by the bidder only in writing and if receipt of such withdrawal is acknowledged by SSCWD prior to the time for the bid submittal deadline identified in the IFB (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the bidder's letterhead and signed by an official of the bidder duly authorized to make such request. Any withdrawal request made after the bid submittal deadline shall be allowed only if the price bid was based upon a mistake that constituted a substantial error, provided the bid was submitted in good faith, and then only pursuant to the terms of California Public Contracting Code, PCC-§10169.

Bids must be submitted no later than the bid due date and time in an envelope having the bid title, date, and bidder name. The bid will be due at the Sunnyslope Water District, Administration Building, 3570 Airline Hwy., Hollister, CA 95023. Bids will be examined publicly immediately after the deadline and an award will be made at the earliest possible date. Bids must be held firm for SSCWD for a period of sixty (60) days after the bid due date. A Construction Contract will be issued to the awarded bidder.

Bidders shall submit bids on the Bid Pricing Forms (See Exhibit A – Bid Pricing Form) and the following documents required herein, or exact copies thereof:

1. Bid Bond
2. Security For Compensation Certificate
3. Certificate of Insurance Compliance
4. Bidder's Qualifications & References
5. Subcontractor List
6. Non-collusion Affidavit
7. Iran Contracting Act Certification
8. Economic Sanctions against Russia Certification

Failure to provide full and complete Bid Pricing Forms & documents as attached may result in a bid being deemed non-responsive.

All bids must be signed by an authorized official of the bidder. Bids may be rejected for any omission, alteration of form, additions not called for, conditional bid, or any irregularities of any kind.

Do not submit alternate bids unless specifically called for on the Bid Forms.

EVALUATION AND AWARD

Bids shall be evaluated by the lowest Total Cost of all responsive and responsible bidders. Should there be a mathematical error from the unit price to the extended price, the unit price value shall govern. Should there be a discrepancy between the written Total Bid price and the numerical Total Bid Price, the written value shall prevail.

An award of a Construction Contract is subject to the approval by the Board of Directors of SSCWD. Target dates for contract award at a public meeting are in the IFB schedule.

PAYMENT

Contractor may submit monthly invoices for the value of the work completed minus the retainage.

Payment for the completed work pursuant to this bid shall be made by the District within thirty days after an invoice has been approved by the Project Administrator and contractor has acknowledged the approved invoice. Prior to approving an invoice the Project Administrator shall confirm work has been completed, inspected, the invoice received contains supporting documentation and appropriate formatting.

Invoices submitted for payment shall not reflect any other costs (overtime, fuel surcharge, toll, etc.) not included as bid items.

BID SECURITY

Each Bid must be accompanied by Bid Security in the form of a cashier's check Bid Bond using the Bond Form in the amount of not less than ten percent (10%) of the Bidder's maximum price. Bid Bond shall be executed by such sureties as are named in the current list of "Certified Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds or Certified Reinsurer Companies Holding Certificates Of Authority As Acceptable Reinsuring Companies" published in Circular 570 (most recent amendment) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and is admitted to issue bonds in the states in which the Project is located and all Work is performed. All bonds signed by an agent shall be accompanied by a certified copy of the authority to act.

PREVAILING WAGE

The Work under this Contract qualifies as Public Works subject to California Labor Code Section 1720 et seq. Contractor shall comply with and be bound by all pertinent sections of the Labor Code beginning with Section 1720 regarding payment of prevailing wage rates, holiday and overtime pay, hiring of apprentices, workers compensation insurance, etc., all as set forth by the California Department of Industrial Relations (DIR). Contractor shall be registered with DIR as a Public Works Contractor and abide by all relevant reporting requirements. Contractor is responsible for maintaining and submitting all applicable payroll records and reports, which shall be made available to District for review upon written request.

PAYROLL RECORDS

Pursuant to Labor Code §1776, Contractor shall keep accurate records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the Work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: 1) The information contained in the payroll record is true and correct; 2) The employer has complied with the requirements of Labor Code §§1771, 1811, and 1815 for any Work performed. Payroll records enumerated shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor.

LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Construction Agreement.

INSURANCE

The District's requirements for insurance are set forth in the Construction Agreement. The Successful Bidder shall purchase insurance from an insurance company or companies who meet the requirements of Agreement, will provide the required insurance provisions, and will furnish insurance certificates and documentation in acceptable form to the District. The Successful Bidder shall deliver the required insurance certificates to the District prior to beginning work. In no case will the Notice to Proceed be considered as allowing the Work to begin until the insurance certificates are received by the District. Contractor shall complete the Certificate of Insurance Compliance with the bid stating they shall meet all insurance requirements.

RETAINAGE

The percentage of retainage that will be withheld from each Progress Payment is set forth in the Construction Agreement. Provisions concerning the Contractor's rights to deposit securities in lieu of retainage in accordance with California Public Contract Code Sections 10263 & 22300 are set forth in the Construction Agreement.

LICENSING AND MINIMUM EXPERIENCE REQUIREMENTS

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

Bidder shall submit Bidder's Qualifications & References, with its Bid to verify it has the minimum experience and qualification required for bidding.

PUBLIC WORKS CONTRACTOR REGISTRATION

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

Attachment A: BID FORM

Project Identification: Excavation & Restoration for Insertion Valves

This Bid is submitted to:

Sunnyslope County Water District,
3570 Airline Highway,
Hollister, CA, 95023.
Telephone: (831) 637-4670.

Communications concerning this bid shall be addressed to:

Rob Hillebrecht, Principal Engineer
Sunnyslope County Water District
3570 Airline Hwy, Hollister, CA, 95023
Email: rob@sunnyslopewater.org

Article 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a contract with District in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Article 2

Bidder accepts all the terms and conditions. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Contract and other documents required by the Bidding Requirements within fourteen (14) calendar days after the date of the District's Notice of Award.

Article 3

In submitting this Bid, Bidder represents, as more fully set forth in the Contract, that:

(a) Bidder has examined copies of all the Bidding Documents.

(b) Bidder has examined copies of the following Addenda (receipt of which is hereby acknowledged): _____

(Write the Addendum Numbers if any)

(c) Bidder has familiarized themselves with the nature and extent of the Contract documents, the Work, site locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(d) Bidder represents that its bid is based on fully accounting for the cost of all labor, material, tools, equipment mobilization, traffic control, debris disposal, taxes, fees, and any other miscellaneous charges necessary to complete the Work in full compliance with the Contract.

In the event that additional work not specified in the scope of the Bid Form, Invitation for Bid, or Contract, the contractor must obtain in writing from the District Principal Engineer, confirmation and terms for claiming additional work expenses. Any work claimed without prior approval cannot be approved for payment.

Article 4

Bidder declares it is registered and qualified to perform public work under California Labor Code § 1725.5. Bidder declares it possesses a valid State of California Contractor's license at the time of submitting this Bid. Bidder shall state its license number, classification and expiration date on its Bid Form. Bidder declares that it possesses a current contractor's license of the required classification, valid in the appropriate jurisdiction at the time of submitting this bid.

Contractor's license number: _____

License classification: _____

License expiration date: _____

Submitted on: _____

Article 5

Bidder will complete the Work of Excavation & Restoration for Insertion Valves for the final total lump sum bid price as filled and submitted in the following Schedule of Bid Items tabulation. Should the written and numerical values differ, the written value shall govern.

SCHEDULE OF BID ITEMS & PRICES

Bid Item	Description	Quantity	Units	Unit Price	Total Price
1.	Mobilization & Coordination	1	LS		
2.	Traffic Control	1	LS		
3.	Excavation	5	EA		
4.	Assistance During Valve Install	5	EA		
5.	Backfill	5	EA		
6.	Pavement Restoration	5	EA		
TOTAL					

Written Total Bid Price

_____ Dollars and _____ Cents

CERTIFYING SIGNATURE(S)

If Bidder is:
An Individual

By: (SEAL)

Individual's Name: _____

Signature: _____

Doing business as: _____

Business Address: _____

Telephone Number: _____

If Bidder is:
A Partnership

By: (SEAL)

Firm Name: _____

Business Address: _____

Telephone No: _____

General Partner Name: _____

Signature: _____

Title: _____

If Bidder is:
A Corporation

By: (SEAL)

Corporation's Name: _____

State of Incorporation: _____

Business Address: _____

Telephone No: _____

By:

Name of Person Authorized to Sign: _____

Signature: _____

Title: _____

Attest:

Secretary Name: _____

Secretary Signature: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,
_____ as Principal, and _____ as
Surety, are hereby held and firmly bound unto SUNNYSLOPE COUNTY WATER DISTRICT as Owner
in the penal sum of _____ dollars for the payment of which sum, well and
truly to be made, we hereby bind ourselves, our successors and assigns jointly and severally firm by
these presents.

Signed and sealed, this _____ day of _____, _____.

The Condition of the above obligation is such that where the Principal has submitted a certain Bid,
attached hereto and hereby made a part hereof the enter into a contract in writing, for construction of
Excavation & Restoration for Insertion Valve Project.

NOW, THEREFORE;

- a) If said Bid shall be rejected, or
- b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of
the Agreement attachment hereto (properly completed in accordance with said Bid) and shall
furnish Bonds for Faithful Performance of said contract, and for the Payment of all persons
performing labor and furnishing material in connection therewith, and provide certificates and
policies of insurance as specified in the Bid documents and shall in all other respects perform the
agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the
same shall remain in force and effect; it being expressly understood and agreed that the liability
of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this
obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and
such of them as are corporations have caused their corporate seals to be hereto affixed and these
presents to be signed by their duly authorized officers, the day and year first set forth above.

_____(Seal)
(Principal)

By: _____

END OF BID BOND

SECURITY FOR COMPENSATION CERTIFICATE

(Required by Section 1861, California Labor Code)

TO: _____

(Owner)

I am aware of the provision of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation claims or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the Work of this Contract.

(Signature of Bidder)

(Type or Print Name)

(Title)

(Company)

(Business Address)

(Place of Residence)

END OF SECURITY FOR COMPENSATION CERTIFICATE

CERTIFICATION OF INSURANCE COMPLIANCE

TO: _____

(Owner)

I acknowledge that I am aware of and accept the provisions of the Agreement with regard to the insurance requirements and hereby certify that I can and shall obtain insurance that fully complies with all insurance requirements.

(Signature of Bidder)

(Type or Print Name)

(Title)

(Company)

(Business Address)

(Place of Residence)

END OF CERTIFICATION OF INSURANCE COMPLIANCE

BIDDER'S QUALIFICATIONS & REFERENCES

The Bidder has been engaged in the contracting business, under the present business name for _____years. Experience in work of a nature similar to that covered in the proposal extends over period of _____years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows:

A minimum of three contracts of similar size and scope have been satisfactorily completed in the last three years for the people, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Reference Contact Info.
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Signed _____

(Same signature as on bid form)

END OF BIDDER'S QUALIFICATIONS & REFERENCES

SUBCONTRACTOR LIST

(To be submitted with Bid)

Public Contracts Code §4104 states that public project Bid Documents or general bidding conditions must require persons making bids to set forth the names and locations of subcontractors which will perform work in excess of one-half of one percent (0.5) of the total bid. The bidding contractor must also set forth the portion of the Work which will be done by each subcontractor.

If the Contractors fail to specify a subcontractor for any item of work that a subcontractor designation is required, he agrees to perform that part of the work him/herself. In accordance with Section §4101 of the Government Code of the State of California, as amended, the following is the list of subcontractors who will performing in excess of 0.5% of the total bid amount:

Subcontractor Name	Address, Phone Number and Email	Class of Work	License No.	\$ Value & % Of Work

Signature:

Date:_____

Printed Name/ Title:_____

Make copies of and use if more space is needed.

NON-COLLUSION AFFIDAVIT

In accordance with Section 7106 of the State of California Public Contract Code, Bidders are required to execute the following Non-collusion Affidavit.

NON-COLLUSION DECLARATION TO BE SUBMITTED WITH BID

I, _____, declare that I am _____

(Name)

(Title)

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

Executed on _____, in _____.

(Date)

(Location)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Declarant)

END OF NON-COLLUSION AFFIDAVIT

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)

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

- 1) The Contractor is not:
 - a) Identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - b) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or service in the energy section in Iran.
- 2) Agency has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making public find, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- 3) The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed _____

Title _____

Firm _____

Date _____

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

END OF IRAN CONTRACTING ACT CERTIFICATION

ECONOMIC SANCTIONS AGAINST RUSSIA CERTIFICATION

(California Executive Order N-6-22)

On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

“Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities.

The Contractor hereby certifies that they have reviewed the EO and remain in compliance with all economic sanctions, that the Contractor is not the target of economic sanctions, and that the Contractor is not conducting prohibited transactions with sanctioned individuals or entities.

Signed _____

Title _____

Firm _____

Date _____

END OF ECONOMIC SANCTIONS AGAINST RUSSIA CERTIFICATION

Attachment B: SAMPLE CONSTRUCTION CONTRACT

CONSTRUCTION CONTRACT

THIS CONTRACT made on _____ by, and between, **SUNNYSLOPE COUNTY WATER DISTRICT** (District), and _____, (Contractor). Any and all obligations of the District and Contractor, collectively “Parties” are fully set forth and described herein.

In consideration of the mutual covenants and conditions set forth in this Contract, the Parties agree as follows:

1. WORK TO BE PROVIDED

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the Work in a good and workmanlike manner, as called for, and in the manner designated in, and in strict conformity with, the specifications in the District Notice Inviting Bids and Bid Form.

The Work is generally described as follows:

The District is requesting bids from qualified general contractors for the following work: The Contractor shall furnish all labor, equipment, and materials as required by the project scope of work titled “Excavation & Restoration for Insertion Valve Install”. In general, the project scope of work includes the following tasks:

Task 1 – Mobilization & Project Coordination

1. Provide the District project administration with a work plan and schedule for approval.
2. Post notification at Ridgemark guard house of the days and times work will be conducted at least 48 hours prior to the commencement of work.
3. Identify the insertion valve locations and extents of excavation in the field with the District.
4. Take pre-construction photos and/or video.
5. Request and verify USA markings prior to any excavation work.
6. Mobilize equipment on site.

Task 2 – Traffic Control

1. Provide the District project administration with a Traffic Control Plan for each specific site. The plan must show the location of all signs, cones, flaggers, etc.
2. Furnish, install, and maintain all necessary warning signs.
3. Traffic control shall be implemented during all construction activities. This includes excavation, insertion valve installation by District staff, backfill, and pavement restoration.

4. Provide and maintain traffic steel plates for any open excavation.

Task 3 – Excavation

1. Saw cut and dispose of the asphalt from the 4'x4' work area.
2. Excavate the 4'x4' work area to 6 inches below the bottom of the pipe. Depth to the bottom of the pipe is generally 4.5' so assume 5' total excavation depth.
3. Excavation a 24-inch-long section under the pipe for the insertion valve clamp to fit under it during installation. Leave soil supporting the pipe on either side of this section.
4. Remove and dispose of excavation spoils.
5. Install shoring if necessary for OSHA compliance.

Task 4 – Assistance During Insertion Valve Installation

1. Coordinate with Sunnyslope staff for insertion valve installation date and time.
2. Establish proper traffic control.
3. Provide adequate mechanical equipment, operator, and chains or straps to remove the steel plate and to lift and hold the valve and equipment (weighing about 250 lbs.) during install.
4. Insertion valve installation is expected to take 2-3 hours to complete.
5. Provide 8-mil poly sheeting and wrap the bolts and clamp of the valve. The stem does not need to be wrapped.

Task 5 – Backfill

1. Pour a concrete kicker around the valve clamp with wings extending to the edges of the trench. This will generally be about a half yard of concrete per valve.
2. Backfill the excavation with clean utility sand in 1-foot lifts up to base rock.
3. Compact sand using a tamper rammer (jumping jack compactor).
4. Provide and install a 8" dia SDR 35 PVC riser of sufficient length, and Christy G-5 box for the valve stem. Pour a 12-inch wide x 12" deep concrete collar around the valve box.
5. Place and compact Class 2 Base Rock for a final 12" section before paving. In the period prior to paving, install approximately 16" of Class 2 Base Rock as 4" will be removed for final paving.
6. Place a minimum of 1" of compacted temporary cold patch mix.

Task 6 – Patch Paving

1. Saw cut a T-cap 1 foot beyond the edge of the excavation, making approximately a 6'x6' patch area.
2. Coat the edges of the asphalt and G-5 collar with tack oil.
3. Install and compact 4 inches of Hot Mix Asphalt using a roller and vibratory plate.
4. Repair any road striping to match existing, if impacted by construction activities.

INSERTION VALVE LOCATIONS

1. Ridgemark Dr at Pacheco Villa Ct (North Leg)
2. Ridgemark Dr at Pacheco Villa Ct (South Leg)

3. Ridgemark Dr at Donald Dr (West Leg)
4. Ridgemark Dr at Donald Dr (South Leg)
5. Donald Dr at Ray Circle (East Leg)

2. COMPONENT PARTS

This Contract shall consist of the following documents, each of which is on file in the office of the Owner and all of which are incorporated herein and made a part hereof by reference thereto:

- (a) This Agreement
- (b) Performance Bond
- (c) Payment Bond
- (d) Notice of Award
- (g) Addenda Numbered __ through __ inclusive
- (k) Executed Change Orders, if any, which may be effective after the date of this Agreement.

There are no Contract Documents other than those listed above.

3. CONTRACT PRICE

The District agrees to pay, and Contractor agrees to accept as full payment for the Work within the Contract Documents, as follows:

_____ Dollars (_____)
(written) (number)

Included within this price are all labor, materials, tools, equipment, traffic control, overhead, profit, and other miscellaneous costs. Any additional work required beyond that described herein is subject to authorization by the District Field Representative.

4. CONTRACT TIME

In accordance with the Specifications the Contractor further agrees to plan the Work and to prosecute it with diligence and shall commence the Work within ten (10) calendar days after the date established in Notice to Proceed from the Owner, and shall Finally Complete the Work within Forty-Five (45) calendar days from date of commencement in the Notice to Proceed.

5. LIQUIDATED DAMAGES

The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the times specified in Section 4. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner two thousand five hundred dollars (\$2,500) for each day that expires after the time specified in Section 4 for Completion until the Work is fully complete and the Owner issues a notice of Final Completion.

6. RETAINAGE

(a) The Owner will withhold 5% as retainage from each progress payment due to the Contractor. Retainage shall be paid to the Contractor at the time of Final Payment.

(b) In accordance with California Public Contract Code Sections 10263 and 22300, the Contractor is hereby permitted to substitute securities of the kind listed below in place of the retention withheld in accordance with this section, or any other moneys withheld by the Owner to insure performance of this contract. At the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited directly with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor at the time of Final Payment and upon satisfactory completion of this contract. The Owner is authorized to execute documents necessary for this purpose. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall be entitled to receive any interest thereon. Securities eligible for investment under this provision shall include those listed in Government Code, Section 16430, or bank or savings and loan certificates of deposit. The retention or other moneys withheld will not be released to the Contractor until the Owner has satisfied itself that the substitution of securities has been made in accordance with the provisions of this paragraph.

7. PAYMENTS

(a) Payments will be made to the Contractor for work performed at the times and in the manner provided in the Contract Documents. Payment will be made at bid prices for awarded Bid Items, plus amounts of approved Change Orders.

(b) If recommended by the Engineer, payments may include _100_% of the value of major equipment and custom fabricated items that have been delivered, stored and protected at the

site.

(c) The period covered by each Application for Payment shall be one calendar month ending on the last day of each month. The Owner shall make payment within 30 days after the Engineer issues a Recommendation for Payment.

8. **CONTRACT REPRESENTATIONS**

In consideration of the Owner entering into this Agreement, the Contractor makes the following representations:

(a) The Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(b) The Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in this article which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as the Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by the Contractor for such purposes.

(c) The Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing facilities, existing utilities, existing underground or concealed utilities and existing underground facilities at or contiguous to the site and accepts the limitations set forth in the General Conditions as to the extent to which the Contractor may rely on such information or on other information provided by the Owner, the Design Engineer or the Engineer. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect to said existing facilities, existing utilities, existing underground or concealed utilities and underground facilities are or will be required by the Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 3 of the General Conditions.

(d) The Contractor has correlated the results of all such observations, examinations,

investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(e) The Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution therefor by the Engineer is acceptable to the Contractor.

9. CONTRACTOR DECLARATIONS

The Contractor declares the Work will be conducted pursuant to the following additional requirements of the State of California:

(a) **Prevailing Wage Scale:** Reference is hereby made to the rate of prevailing wage scale established by the State of California Director of Industrial Relations, the provisions of which are hereby specified as the rate of prevailing wage to be paid workers on this project, and the provisions of Article 2, Chapter 1, Part 7, Division 2 (commencing with Section 1770) of the Labor Code shall be complied with.

(b) **Hours of Labor:** Eight-hour labor constitutes a legal day's work. The Contractor shall forfeit, as penalty to the Owner, twenty-five dollars (\$25.00) for each worker employed in the execution of the contract by him or by any subcontractor, for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as permitted by the provisions of Article 3, Chapter 1, Part 7, Division 2 (commencing with Section 1810) of the Labor Code of the State of California.

(c) **Apprentices:** In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly registered, apprentices may be employed in the prosecution of the work. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council.

(d) **Prohibited Employment Discrimination:** Attention is directed to Section 1735 of the California Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, mental condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

(e) **Workers' Compensation Insurance:** In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation claims or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the Work in this contract.

(f) **Security for Compensation:** The Contractor hereby stipulates that the provisions of Section 1775 of the California Labor Code will be complied with. The Contractor further agrees to secure the payment of compensation to his employees in accordance with the provisions of Section 3700 of the California Labor Code.

(g) **Contractor Claims Against the Owner:** Effective January 1, 1991, the California Legislature enacted a requirement that all contract claims of \$375,000.00 or less on local government public works contracts must be submitted to mediation and judicial arbitration. Article 1.5 (Sections 20104 through 20104.6, inclusive) of Chapter 1 of Part 3 of the Public Contract Code concerning Resolution of Construction Claims, is hereby incorporated into this agreement. See Supplementary Conditions for a summary of the timing provisions in Section 20104 through 20104.6.

(h) **Contractor's License:** The Contractor declares that it possesses a valid California Contractor's License of the required class at the time of signing this Agreement. The Contractor shall affirm its license number, classification and expiration date on this Agreement.

The following statement is included in accordance with Section 7030 of the California Business and Professions Code: "Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826."

10. INDEMNIFICATION

To the extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly

employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Owner, its directors, officers, employees, and authorized volunteers.

11. INSURANCE

Minimum Scope and Limits of Insurance: Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **General Liability - Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Owner) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Owner, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the Owner; this provision applies regardless of whether or not the Owner has received a waiver of subrogation from the insurer.

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

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

Other Required Provisions – The Commercial General Liability policy and Contractors Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Owner, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Owner, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the Owner, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Owner.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by Owner.

The Contractor agrees and he/she will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to Owner. The Owner reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

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

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

Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the Owner. At the election of Owner the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the Owner, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Owner.

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

Continuation of Coverage - The Contractor shall, upon demand of Owner deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and

evidence of waiver of rights of subrogation against Owner (if builder's risk insurance is applicable) to Owner at least ten (10) days prior to the expiration date.

Sub-Contractors - In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of Owner, deliver to Owner copies such policy or policies of insurance and the receipts for payment of premiums thereon.

12. TERMINATION

The District may terminate this Contract for any reason by giving written notice of termination at least fourteen (14) calendar days prior to the effective termination date, which shall be specified in such notice. The District may immediately terminate this Contract for good cause. "Good cause" includes but is not limited to a breach of or failure to perform any section of this Contract or poor workmanship. In the event of such termination, the amount payable under this Contract shall be limited to payment for the Work performed prior to the date of termination.

13. INSPECTION OF SITE, RECORDS, & DOCUMENTATION

Contractor shall maintain books, records, and other documentation pertinent to their work in accordance with generally accepted accounting principles and practices. Records shall be subject to inspection by Owner or State department issuing the grant at any and all reasonable times. All records shall be preserved for at least three (3) years after issuance of the Notice of Completion and shall be made available upon request.

Owner, State, or any agent duly authorized by Owner shall have the right to access and inspect the work being performed at any and all reasonable times during the term of the contract. Contractor shall ensure that safe and suitable access is provided to the site at all reasonable times during project construction and thereafter for the term of the contract.

14. AMENDMENTS & MODIFICATIONS

No modification or amendment of this Contract shall be valid unless it is set forth in writing and executed by the Parties hereto.

15. LICENSING REQUIREMENTS

Contractor is required, by law, to be licensed and regulated by Contractor's state license board

and must abide by all licensing and reporting regulations.

16. APPRENTICES

Contractor agrees to comply with all provisions of the law regarding the employment of apprentices. (Labor Code §§ 1773.3, 1777.5, 1777.6 and 3077 et seq.) These Labor Code sections require Contractor employ apprentices in apprenticeship occupations in a ratio of not less than one (1) apprentice for each five (5) journeyman hours, unless an exemption is granted. Contractor shall not discriminate among otherwise qualified employees as indentured apprentices on any Public Works project solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age. Only apprentices who are in training under written apprenticeship agreements shall be employed on Public Works contracts in apprenticeship occupations. The responsibility for compliance with these provisions for all apprenticeship occupations rests with Contractor.

17. PREVAILING WAGE

The Work under this Contract qualifies as Public Works subject to California Labor Code Section 1720 et seq. Contractor shall comply with and be bound by all pertinent sections of the Labor Code beginning with Section 1720 regarding payment of prevailing wage rates, holiday and overtime pay, hiring of apprentices, workers compensation insurance, etc., all as set forth by the California Department of Industrial Relations (DIR). Contractor shall be registered with DIR as a Public Works Contractor and abide by all relevant reporting requirements. Contractor is responsible for maintaining all applicable payroll records and reports, which shall be made available to District for review upon written request.

18. PAYROLL RECORDS

Pursuant to Labor Code §1776, Contractor shall keep accurate records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the Work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: 1) The information contained in the payroll record is true and correct; 2) The employer has complied with the requirements of Labor Code §§1771, 1811, and 1815 for any Work performed. Payroll records enumerated shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor.

19. INDEPENDENT CONTRACTOR

In the performance of the Work, duties, and obligations under this Contract, Contractor is at all times acting and performing as an independent contractor and not as an employee of the District. No offer or obligation of permanent employment with the District is intended in any manner, and Contractor shall not become entitled by virtue of this Contract to receive from District any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Contract. In connection therewith, Contractor shall defend, indemnify, and hold District harmless from any and all liability which District may incur because of Contractor's failure to pay such taxes.

20. NON-DISCRIMINATION

During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. Contractors and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractors and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Contractors and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

21. NOTICES

Notices required under this Contract shall be delivered personally or by first-class, postage pre-paid mail to the District's and Contractor's contract administrators at the addresses listed below:

FOR DISTRICT: Drew Lander General Manager 3570 Airline Highway Hollister, CA 95023	FOR CONTRACTOR:
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22. GOVERNING LAWS

This Contract shall be construed and enforced according to the laws of the State of California, and the Parties hereby agree that the County of San Benito shall be the proper venue for any dispute arising hereunder.

23. DISPUTES

a. Contractor shall continue to perform under this Contract during any dispute. The Parties agree to make good faith efforts to resolve disputes as quickly as possible.

b. Claims

(1) Upon receipt of a claim by Contractor, the District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying the portions of the claim that are disputed and undisputed. The Parties may, by mutual agreement, extend the time period.

(a) Contractor shall furnish reasonable documentation to support the claim.

(b) If the District needs approval from its Board to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed Board meeting after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

(c) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, paragraph (2) shall apply.

(2) If Contractor disputes the District's written response, or if the District fails to respond to a claim issued pursuant to this section within the time prescribed, Contractor may demand in writing an informal conference to meet

and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(a) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the District shall provide Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(b) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(c) Unless otherwise agreed to by the Parties in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(d) The District is not precluded from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the Parties' dispute.

(3) Failure by the District to respond to a claim from Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim denied by reason of the District's failure to have responded to a

claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of Contractor.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against the District because privity of contract does not exist, Contractor may present to the District a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a claim for work performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the District shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, Contractor shall notify the subcontractor in writing as to whether Contractor presented the claim to the District and, if Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

- c. In the event any dispute arising from or relating to this Contract results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorneys' fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

24. UNFAIR BUSINESS PRACTICES CLAIM

In accord with California Public Contracts Code § 7103.5, Contractor agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the District tenders final payment to Contractor, without further acknowledgment by the Parties.

25. CONSTRUCTION OF CONTRACT

The Parties agree that each party has fully participated in the review and revision of this Contract and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Contract or any exhibit or

amendment. To that end, it is understood and agreed that this Contract has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Contract within the meaning of Civil Code section 1654.

26. CONFLICT OF INTEREST

Contractor represents it presently has no interest and agrees not to acquire any interest during the term of this Contract which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the Work required to be rendered under this Contract.

27. NON-EXCLUSIVE CONTRACT

This Contract is non-exclusive and both Parties expressly reserve the right to contract with other entities for the same or similar services.

28. WAIVER

Any waiver of any term or condition hereof must be in writing and signed by the District. No such waiver shall be construed as a waiver of any other term or condition herein.

29. SUCCESSORS AND ASSIGNS

This Contract and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns and heirs. Contractor shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Contract without the prior written consent of the District.

30. COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

31. AUTHORITY

Any individual executing this Contract on behalf of the District or Contractor represents and warrants hereby that he or she has the requisite authority to enter into this Contract on behalf of such party and bind the party to the terms and conditions of this Contract.

32. SEVERABILITY

If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

33. ENTIRE CONTRACT

As of the effective date, this Contract, including the exhibits and any documents incorporated by reference, represents the entire Contract between the District and Contractor with respect to the subject matter of this Contract, and supersedes any and all prior written or oral negotiations and representations between the Parties concerning all matters relating to the subject of this Contract.

34. WARRANTY

The contractor shall guarantee the entire Work constructed by them under the Contract to be free of defects in materials and workmanship for a period of one (1) year following the date of written Notice of Completion & Acceptance of the Work by Owner. The contractor shall agree to make, at their own expense, any repairs or replacements made necessary by defects in materials or workmanship which become evident within said guarantee period. The contractor shall make all repairs and replacements promptly upon receipt of written order from Owner. If the contractor fails to make the repairs and replacements promptly, Owner may do the Work and the contractor, and their Performance Bond shall be liable to Owner for the cost of such Work.

35. DRUG-FREE WORKPLACE CERTIFICATION

By signing this Funding Agreement, Contractor and its subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors

for violations, as required by the Government Code section 8355.

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:

- i. The dangers of drug abuse in the workplace,
- ii. Contractor's policy of maintaining a drug-free workplace,
- iii. Any available counseling, rehabilitation, and employee assistance programs, and
- iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this project:

- i. Will receive a copy of Contractor's drug-free policy statement, and
- ii. Will agree to abide by terms of Contractor's condition of employment, contract, or subcontract.

36. ACCIDENT PROTECTION & SAFETY

Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building codes, and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the *Coccidioides* fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety

measures

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify Owner and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to Owner specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by Owner prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to Owner before work begins.

IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the day and year first herein written.

SUNNYSLOPE COUNTY WATER DISTRICT

By: _____
Drew Lander

By: _____

Title: General Manager

Title: _____