

**COUNTY OF IMPERIAL**  
**NILAND COUNTY SANITATION DISTRICT**  
**WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM**  
**IMPROVEMENTS**

**FEBRUARY 26, 2024**

**ADDENDUM NO. 6**

The bidders are advised that the Contract Documents and Specifications for the above-referenced project are hereby amended per the statements in this Addendum.

1. <Revised Bid Form for Construction Contract > The Bid Form for Construction Contract included in the Project Manual Volume 1 of 5 Contract Documents Addendum Number 3, Pages 00410-1 through 00410-33 is hereby deleted and replaced the revised Bid Form for Construction Contract Addendum Number 6, pages 00410-1 through 00410-33 documents. Article 2.01, Item M on page 00410-1 was modified to include the Contractors DIR Registration Number and the Contractor's Sam.gov UEI or registration number on the Bid Form. Page 00410-33 was modified to add the Contractor's DIR registration number and the Contractor's Sam.gov UEI or registration number on page 00410-33. The Revised Bid Form for Construction Contract documents pages 00410-1 through 00410-33 is included in an attachment to this Addendum and labeled, "Addendum No. 6 – Attachment 1 - Revised Bid Form for Construction Contract pages 00410-1 through 00410-33".
2. <Chain Link Fence – Privacy Slats not required for this project> The "call out" note on the Corner Bay – Intermediate Bay Section at the bottom of Page 29 which states, "Install Fence Fabric with Privacy Slats per Detail F" is hereby deleted and replaced with the following "call out" note, "Install fence fabric per Detail F". The fencing for this project **shall not** include privacy slats.
3. <Technical Specification 11560 – Floating Aerator Specification deleted and replaced> Floating Aerator Technical Specification 11560 contained in Addendum Number 2 Project Manual Volume 3 of 5 – Technical Specifications is hereby deleted and replaced with a new Floating Aerator Technical Specification 11560. The new Floating Aerator Technical Specification 11560 is included as an attachment to this Addendum and labeled, "Addendum No. 6 – Attachment 2 – Floating Aerator Technical Specification 11560".
4. <Contract Document Section 00521 – Agreement to be deleted and replaced with revised Agreement> - The County of Imperial Public Works Agreement for Construction Services

Section included in pages 00521-1 through 00521-51 and the USDA Contract Language Section included in pages 00521-1 through 00521-6 contained in the Addendum Number 3 Project Manual Volume 1 of 5 – Contract Documents is hereby deleted. The revised County of Imperial Public Works Agreement for Construction Services Section and the USDA Contract Language Section is included in an attachment to this Addendum and labeled, "Addendum No. 6 – Attachment 3 – County of Imperial Public Works Agreement for Construction Services Section, pages 00521-1 through 00521-51 and USDA Contract Language Section, 00521-1 through 00521-6".

**END OF ADDENDUM NO. 6**

Prepared by:

  
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Date: February 26, 2024

David Dale, P.E.  
Assistant Public Works Director  
County of Imperial

**Addendum No. 06 Acknowledgement** \_\_\_\_\_

The Bidder is responsible for advising any and all subcontractors and suppliers of this addendum. Each bidder must acknowledge receipt of this addendum in the noted space below and where indicated in the Bid Form. This sheet of the addendum is to be signed by the Bidder and submitted with the Bid.

Print or Type Bidder's Name: \_\_\_\_\_

Print or Type Authorized Name: \_\_\_\_\_

Authorized Signature of Bidder: \_\_\_\_\_

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

**Addendum No. 6 – Attachment 1**  
**Revised Bid Form for Construction Contract**  
**pages 00410-1 through 00410-33**

## **BID FORM FOR CONSTRUCTION CONTRACT**

### **ARTICLE 1—OWNER AND BIDDER**

- 1.01 This Bid is submitted to: **Imperial County**  
**Office of the Clerk of the Board of Supervisors**  
**940 W. Main Street, Suite 209**  
**El Centro, CA 92243**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Signed Non-Collusion Affidavit (Section 00420 – Non Collusion Affidavit);
  - B. Required Bid Security (Section 00430 – Bid Bond);
  - C. If Bid amount exceeds \$10,000, signed Compliance Statement/Certifications of Non-Segregated Facilities (Section 00440 – Compliance Statement);
  - D. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (Section 00450 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion);
  - E. If Bid amount exceeds \$25,000, Federal and State Contract Language Inclusion (Section 00451 – Federal and State Contract Language Inclusion);
  - F. If Bid amount is or exceeds \$1,000,000, signed Iran Contracting Act Certification (Section 00452 – Iran Contracting Act Certification);
  - G. If Bid amount exceeds \$100,000, signed Certification for Contracts, Grants, and Loans (Section 00460 - Certification for Contracts, Grants and Loans);
  - H. Signed Worker’s Compensation Certification (Section 00470 – Contractor’s Certification Regarding Worker’s Compensation Insurance)
  - I. List of Proposed Subcontractors (Section 00480 Tabulation of Subcontractors);
  - J. Required Bidder Qualification Statement with supporting data (Section 00490 – Bidder Qualifications Statement);
  - K. List of Major Material Suppliers (Section 00500 – Tabulation of Major Material Suppliers);
  - L. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids (On Bid Form);
  - M. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; Contractor’s DIR Registration Number and Contractor’s Sam.gov UEI Number (on Bid Form);

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES**

3.01 *Lump Sum Bids*

A. **Deleted**

3.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	MOBILIZATION PER TECHNICAL SPECIFICATION 01505.	Lump Sum	1	\$	\$
2	INSTALL VALVES, FITTINGS AND PIPING UPSTREAM OF THE EXISTING HEADWORKS STRUCTURE PER PLAN SHEETS 4 AND DETAIL A ON PLAN SHEET 12 AFTER REMOVING THE EXISTING VALVES, PIPING AND FITTINGS PER DEMOLITION KEYNOTE 1 ON PLAN SHEET 4. BYPASS RAW WASTEWATER FLOW UPSTREAM OF THE EXISTING HEADWORKS STRUCTURE FOR THE VALVE AND PIPING REMOVAL AND REPLACEMENT PER SPECIAL CONDITIONS SECTION 3.1.4.1 ON PAGE 12 OF THE SPECIAL CONDITIONS. DEWATERING OF THE GROUND WATER TABLE SHALL BE ACCOMPLISHED PER SPECIAL CONDITION SECTION 3.1.4.1, ITEM 1, SPECIAL CONDITION SECTION 3.1.3 AND TECHNICAL CONDITION SECTION 02140. COMPLETE ALL WORK IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL, SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
3	REMOVE AND INSTALL GROUND WATER PUMP STATION ACCESS HATCH PER PLAN SHEET 4 AND DETAIL B ON PLAN SHEET 12. COMPLETE ALL WORK IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$

Niland County Sanitation District Wastewater Treatment Plant and Collection System

<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
4	INSTALL PCC CONCRETE SECTIONS TO RAISE THE EXISTING FLOWMETER VAULT ENTRANCE ELEVATION PER PLAN SHEET 4 AND DETAILS C AND D ON PLAN SHEET 12. BACKFILL NATIVE MATERIAL AROUND THE RAISED FLOWMETER VAULT AS REQUIRED BY DETAILS C AND D. COMPLETE ALL WORK IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
5	CONSTRUCT THE 12 INCH SANITARY SEWER EFFLUENT PIPELINE FROM A POINT DOWNSTREAM OF THE FLOWMETER SAMPLING VAULT TO THE EVAPORATION/INFILTRATION POND PUMP STATION INCLUDING THE INSTALLATION OF THE PIPELINE PENETRATION AT THE PUMP STATION WET WELL PER PLAN SHEETS 4, 21, 24, 25, 30 AND DETAIL FF ON PLAN SHEET 26. COMPLETE AIR TESTING OF THE SANITARY SEWER EFFLUENT PIPELINE IN CONFORMANCE WITH TECHNICAL SPECIFICATION SECTION 02666-3.03. COMPLETE THE 12 INCH SANITARY SEWER EFFLUENT PIPELINE INSTALLATION IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$

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<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
6	<p>CONSTRUCT THE 8 INCH OVERFLOW PIPELINE FROM THE EVAPORATION/INFILTRATION PUMP STATION PCC WET WELL TO THE PCC HEADWALL STRUCTURE AT EVAPORATION/INFILTRATION POND NUMBER 1 PER PLAN SHEETS 4, 15, 21, 24, 25, AND 30. COMPLETE AIR TESTING OF THE OVERFLOW PIPELINE IN CONFORMANCE WITH TECHNICAL SPECIFICATION SECTION 02666-3.03. COMPLETE THE 8 INCH OVERFLOW PIPELINE INSTALLATION IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).</p>	Lump Sum	1	\$	\$
7	<p>CONSTRUCT THE 6 INCH EFFLUENT DISCHARGE FORCE MAIN FROM THE EVAPORATION/INFILTRATION PUMP STATION DOWNSTREAM TRUE WYE FLANGE TO THE PCC STANDPIPE AT THE NORTHEAST CORNER OF EVAPORATION/INFILTRATION POND NUMBER 1 PER PLAN SHEETS 4, 15, 21, 24, 25, 26 AND 30. INCLUDES ALL PIPING AND FITTINGS AT THE PCC STANDPIPE AS ILLUSTRATED ON STAND PIPE DETAIL AA ON PLAN SHEET 26 UP TO AND INCLUDING THE 6 INCH DIAMETER 90 DEGREE FLANGED DISCHARGE FITTING WITHIN THE PCC STANDPIPE. ALSO INCLUDES THE PIPING PIPE SUPPORT BRACKETS AND THE PIPE PENETRATION THROUGH THE PCC STANDPIPE SHAFT SECTION. COMPLETE AIR TESTING OF THE 6 INCH EFFLUENT DISCHARGE FORCE MAIN IN CONFORMANCE WITH TECHNICAL SPECIFICATION SECTION 02666-3.03. CONSTRUCT THE 6 INCH EFFLUENT DISCHARGE FORCE MAIN IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).</p>	Lump Sum	1	\$	\$

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8	<p>COMPLETE REHABILITATION OF THE EXISTING CHLORINATION/DECHLORINATION BASIN AND CONSTRUCTION OF NEW SODIUM HYPOCHLORITE AND SODIUM METABISULFITE FACILITIES INCLUDING THE EMERGENCY SHOWER AND EYEWASH STATIONS, PCC SUPPORT FOUNDATION CONTAINMENT SLABS, SHADE STRUCTURES, CHEMICAL TANKS, CHEMICAL PUMPS AND PIPING, ALUMINUM HANDRAIL REPLACEMENT AND ALL OTHER REQUIRED ITEMS. INCLUDE REPLACEMENT AND INSTALLATION OF NEW 12 INCH VALVE AND PIPING UPSTREAM OF THE BASIN AND THE PIPING CONNECTION TO THE BASIN. INCLUDES REMOVAL AND DISPOSAL OF EXISTING FLASH MIXER AND INSTALLATION OF A NEW FLASH MIXER. INCLUDES INSTALLATION OF A COATING SYSTEM INSIDE OF THE REHABILITATED CHLORINATION/DECHLORINATION BASIN. INCLUDES THE INSTALLATION OF A NEW 2 INCH WATER PIPELINE AND WATER FAUCETS INCLUDING THE EXTENSION OF THE NEW WATER PIPELINE AND WATER FAUCET TO THE EVAPORATION/INFILTRATION POND PUMP STATION. INCLUDES ALL DEWATERING, EARTHWORK EXCAVATION, BACKFILLING, AND TRENCHING. EARTHWORK EXCAVATION AND BACKFILLING INCLUDES SCARIFICATION AND COMPACTION OF NATIVE MATERIAL BENEATH THE CHEMICAL FACILITIES AND PLACEMENT AND COMPACTION OF GRANULAR SAND FILL BENEATH THE CHEMICAL FACILITIES. EARTHWORK AND EXCAVATION INCLUDES BACKFILLING THE CHLORINATION/DECHLORINATION BASIN RECONSTRUCTED WALLS WITH GRANULAR SAND. EARTHWORK AND EXCAVATION INCLUDES THE INSTALLATION OF ¾ INCH CRUSHED ROCK AND FILTER FABRIC BENEATH THE CHLORINATION/DECHLORINATION BASIN WALL FOOTINGS AND FLOORS. EARTHWORK AND EXCAVATION INCLUDES THE GRADING AND</p>	Lump Sum	1	\$	\$
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BID SCHEDULE					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	<p><b>8. (CONT)</b> CONSTRUCTION OF THE SIDE SLOPES AROUND THE PERIMETER OF THE CHLORINATION/DECHLORINATION AREA AND INSTALLATION OF ¾ INCH ROCK AND FABRIC, PCC CONCRETE OR CLASS 2 BASE ON THE SIDE SLOPES AS REQUIRED ON THE PLANS.</p> <p>EARTHWORK AND EXCAVATION INCLUDES THE GRADING AND PLACEMENT OF CLASS 2 BASE BETWEEN THE EXTERIOR OF THE CHLORINATION/DECHLORINATION STRUCTURE AND THE TOP OF SLOPES AND THE EXISTING CHEMICAL CONTAINMENT STRUCTURE TO BE ABANDONED. THE BYPASSING OF WASTEWATER AND GROUNDWATER FLOW AS WELL AS OTHER WORK ITEMS SHALL BE ACCOMPLISHED PER SPECIAL CONDITIONS SECTION 3.1.4.5 AND THE COSTS ASSOCIATED WITH SPECIAL CONDITION SECTION 3.1.4.5 REQUIREMENTS ARE TO BE INCLUDED IN THIS BID ITEM. THIS ITEM DOES <u>NOT INCLUDE</u> ELECTRICAL WORK AT THE CHLORINATION/DECHLORINATION BASIN INCLUDING BUT NOT LIMITED TO THE ELECTRICAL FLASHMIXER FIELD CONTROL STATION AND FLASHMIXER CIRCUITRY, DISCONNECTING EXISTING ELECTRICAL RECEPTACLES, INSTALLING NEW ELECTRICAL RECEPTACLES, INSTALLATION OF POWER AND CONTROL CIRCUITRY, RECEPTACLES AND SWITCHES FOR THE CHEMICAL PUMPS, AND INSTALLATION OF LIGHT POLES, ASSEMBLIES AND PEDESTALS. CONSTRUCT AND COMPLETE THE WORK INCLUDED IN THIS BID ITEM PER PLAN SHEETS 4, 6, 7, 8, 9, 10, 11, 21, 24 AND 44 AND DETAIL N AND I ON PLAN SHEET 35, DETAIL P ON PLAN SHEET 42, AND DETAIL Q ON PLAN SHEET 43. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).</p>				

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<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
9	REPLACE EXISTING 6 INCH GATE VALVE WITH A NEW 6 INCH ECCENTRIC PLUG VALVE PER CONSTRUCTION KEYNOTE 8 ON PLAN SHEET 4. INCLUDE DUCTILE IRON TRANSITION COUPLINGS WITH STAINLESS STEEL HARDWARE AND AWWA C-900 PVC PIPELINE SEGMENTS TO COMPLETE THE VALVE REPLACEMENT. COMPLETE EXCAVATION AND BACKFILLING FOR THE 6 INCH VALVE REPLACEMENT. COMPLETE THIS WORK, INCLUDING THE BYPASSING OF WASTEWATER FLOW, AND COMPLETION OF OTHER BID ITEMS IN ACCORDANCE WITH SPECIAL CONDITION SECTION 3.1.4.2. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
10	INSTALL NEW SANITARY SEWER INFLUENT PUMP STATION ACCESS HATCH PER CONSTRUCTION KEYNOTE 9 ON PLAN SHEET 4 AND DETAIL F ON PLAN SHEET 12. INSTALL A PUMP DAVIT CRANE AT THE SANITARY SEWER INFLUENT PUMP STATION PER NOTE ON PLAN SHEET 4 AT A LOCATION DETERMINED BY THE ENGINEER. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
11	INSTALL SAMPLING VAULT ALUMINUM GRATES PER CONSTRUCTION KEYNOTE 11 ON PLAN SHEET 4 AND DETAIL G ON PLAN SHEET 12. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$

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<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
12	CONSTRUCT SLUDGE CONTAINMENT BASIN PER THE PLAN VIEW ILLUSTRATED ON PLAN SHEET 4, CONSTRUCTION KEYNOTES 12 AND 14 ON PLAN SHEET 4 AND SECTION A – A ON PLAN SHEET 34. THIS ITEM INCLUDES THE INSTALLATION OF THE 60 MIL HDPE LINER WITHIN THE SLUDGE CONTAINMENT BASIN. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
13	CONSTRUCT THE ALL-WEATHER ACCESS ROAD PER THE PLAN VIEW ILLUSTRATED ON PLAN SHEET 4 AND PLAN SHEET 15, DEMOLITION KEYNOTES 2 AND 3 ON PLAN SHEET 4, CONSTRUCTION KEYNOTE 13 ON PLAN SHEET 4, CONSTRUCTION KEYNOTE 15 ON PLAN SHEET 15 AND SECTION B-B ON PLAN SHEET 45. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	TONS	3,181	\$	\$
14	COMPLETE EXCAVATION, EARTHWORK AND GRADING FOR THE EMERGENCY WASTEWATER POND PER CONSTRUCTION KEYNOTES 15 AND 17 ON PLAN SHEET 4 AND SECTIONS C-C AND D-D ON PLAN SHEET 46. INCLUDE THE REMOVAL OF THE EXISTING CHAIN LINK FENCE PER CONSTRUCTION KEYNOTE 18 ON PLAN SHEET 4. INCLUDE REMOVAL AND DISPOSAL OF VEGETATION IN EMERGENCY WASTEWATER POND PER DEMOLITION KEYNOTE 4 ON PLAN SHEET 4 PRIOR TO COMMENCING EXCAVATION ACTIVITIES. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$

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BID SCHEDULE					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
15	<p>REMOVE EXISTING SIX (6) FLOATING AERATORS FROM THE AERATION PONDS AND INSTALL SIX (6) NEW FLOATING AERATORS. INSTALL NEW FLOATING AERATORS PER CONSTRUCTION KEYNOTE 19 ON PLAN SHEET 4. THE EXISTING AERATOR MOORING POSTS ARE TO REMAIN IN PLACE AT AERATION PONDS 2 AND 3 PER EXISTING KEYNOTE 48 ON PLAN SHEET 4. FOUR (4) NEW AERATOR MOORING POSTS ARE TO BE INSTALLED IN AERATION POND NUMBER 1 PER CONSTRUCTION KEYNOTE 23. THE MOORING POSTS ARE TO BE CONSTRUCTED PER DETAIL RR ON PLAN SHEET 35. ALL NEW FLOATING AERATORS SHALL BE SUPPLIED WITH NEW STAINLESS STEEL CABLE PER CONSTRUCTION KEYNOTES 21 AND 22 ON PLAN SHEET 4 AND NEW CONNECTION FITTINGS PER KEYNOTES 3, 4, 5, 6, 7 AND 8 OF DETAIL RR ON PLAN SHEET 35. THIS ITEM DOES NOT INCLUDE THE REPLACEMENT OF THE AERATOR FIELD CONTROL STATIONS. SEE EXISTING KEYNOTE 49 ON PLAN SHEET 4 FOR THE AERATOR FIELD CONTROL STATION LOCATIONS. NEW AERATOR FIELD CONTROL STATIONS WILL BE REQUIRED TO BE COMPLETED WITH THE PROJECT ELECTRICAL WORK AND WILL BE INCLUDED IN A SEPARATE ELECTRICAL WORK BID ITEM. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).</p>	Lump Sum	1	\$	\$

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<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
16	INSTALL NEW WASTEWATER TREATMENT PLANT AUTOMATICALLY OPERATED FRONT ENTRANCE GATE PER CONSTRUCTION KEYNOTE 20 ON PLAN SHEET 4 AND DETAIL PP ON PLAN SHEET 35. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
17	INSTALL A FORCE MAIN PIPING CONNECTION TO THE EXISTING 6 INCH RAW WASTEWATER FORCE MAIN DOWNSTREAM OF THE WASTEWATER INFLUENT PUMP STATION PER CONSTRUCTION KEYNOTE 24 ON PLAN SHEET 4 AND DETAIL SS ON PLAN SHEET 46. INSTALL A NEW 6 INCH RAW WASTEWATER FORCE MAIN BY-PASS PIPELINE INCLUDING A 6 INCH – 45 DEGREE DUCTILE IRON ELBOW FROM THE FORCE MAIN PIPING CONNECTION TO THE WASTEWATER EMERGENCY STORAGE BASIN PER CONSTRUCTION KEYNOTES 28 AND 29 ON PLAN SHEET 4. INSTALL A NEW 6 INCH FLANGED COUPLING ADAPTER AND NEW 6 INCH FLAPPER VALVE AT THE TERMINATION POINT OF THE 6 INCH RAW WASTEWATER FORCE MAIN AT THE WASTEWATER EMERGENCY STORAGE BASIN. COMPLETE THIS WORK INCLUDING THE BYPASSING OF WASTEWATER FLOW AND COMPLETION OF OTHER BID ITEMS IN ACCORDANCE WITH SPECIAL CONDITION SECTION 3.1.4.2. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$

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<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
18	INSTALL TWO (2) – 12 INCH 45 DEGREE DUCTILE IRON ELBOWS AND 50 FEET OF 12 INCH PVC PIPELINE SECTIONS TO LOWER AND REORIENT THE EXISTING 12 INCH WASTEWATER INFLUENT PUMP STATION OVERFLOW PIPELINE ENTERING THE EMERGENCY BY-PASS BASIN PER CONSTRUCTION KEYNOTE 27 ON PLAN SHEET 4. INSTALL PVC COUPLINGS OR DUCTILE IRON TRANSITION COUPLINGS, AS REQUIRED, TO EXTEND THE NEW 12 INCH PVC OVERFLOW PIPELINE SECTION. INSTALL A NEW DUCTILE IRON FLANGED COUPLING ADAPTER AND 12 INCH FLAPPER VALVE AT THE 12 INCH PVC PIPELINE EXTENSION TERMINATION POINT. COMPLETE THIS WORK INCLUDING THE BYPASSING OF WASTEWATER FLOW AND COMPLETION OF OTHER BID ITEMS IN ACCORDANCE WITH SPECIAL CONDITION SECTION 3.1.4.2. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
19	INSTALL ROCK COBLE DISSIPATION MATERIAL AT THE TERMINATION OF THE 6 INCH RAW WASTEWATER FORCE MAIN BY-PASS PIPELINE AND THE 12 INCH WASTEWATER INFLUENT PUMP STATION OVERFLOW PIPELINE PER CONSTRUCTION KEYNOTE 25 ON PLAN SHEET 4. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$

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<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
20	INSTALL PCC PUMP SUMP IN THE EMERGENCY BYPASS BASIN PER "CALLOUT" NOTE ON PLAN SHEET 4 AND DETAIL YY ON PLAN SHEET 46. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
21	INSTALL ACCESS ROAD PER CONSTRUCTION KEYNOTE 32 ON PLAN SHEET 4. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
22	INSTALL CLASS 2 BASE PAD FOR THE CONSTRUCTION TRAILER AND CONSTRUCTION PARKING PER CONSTRUCTION KEYNOTE 33 ON PLAN SHEET 4. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	TONS	288	\$	\$
23	INSTALL CLASS 2 BASE PARKING LOT AREA SOUTH OF THE EXISTING LABORATORY CONTROL BUILDING PER CONSTRUCTION KEYNOTE 34 ON PLAN SHEET 4. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	TONS	170	\$	\$
24	INSTALL MONUMENT WELL ENCLOSURES FOR THE EXISTING PIEZOMETERS AT THE EXISTING NILAND WASTEWATER TREATMENT PLANT PER CONSTRUCTION KEYNOTE 35 ON PLAN SHEET 4 AND DETAIL WW ON PLAN SHEET 43. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	EACH	10	\$	\$

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<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
25	INSTALL MONUMENT WELL ENCLOSURES FOR THE EXISTING PERFORATED PIPELINE CLEANOUTS AT THE EXISTING NILAND WASTEWATER TREATMENT PLANT PER CONSTRUCTION KEYNOTE 36 ON PLAN SHEET 4 AND DETAIL XX ON PLAN SHEET 43. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	EACH	11	\$	\$
26	REMOVE AND REPLACE EXISTING VALVE NUMBERS 6 AND 7 UPSTREAM OF AERATION POND NUMBER 1 PER CONSTRUCTION KEYNOTE 16 AND PIPELINE CONNECTION DETAIL ZZ ON PLAN SHEET 45. INSTALL 6 INCH INSERT VALVE PER CONSTRUCTION KEYNOTE 37 ON PLAN SHEET 4. INSTALL 12 INCH INSERT VALVE PER CONSTRUCTION KEYNOTE 38 ON PLAN SHEET 4 AND DETAIL AAA ON PLAN SHEET 45. COMPLETE THIS WORK INCLUDING THE BYPASSING OF WASTEWATER AND GROUNDWATER FLOWS AND COMPLETION OF OTHER BID ITEMS AND ALL OTHER REQUIREMENTS IN ACCORDANCE WITH SPECIAL CONDITION SECTION 3.1.4.2. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$



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<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
27	REMOVE AND REPLACE EXISTING VALVES 10, 11, 12, 13, 14, 15 AND 22 AND NEW VALVE NUMBER 21 IN THE AERATION POND AREA AS ILLUSTRATED ON PLAN SHEET 4. THE INSTALLATION OF THE VALVES SHALL BE ACCOMPLISHED IN CONFORMANCE WITH DETAILS AAA, BBB, CCC, DDD AND EEE ILLUSTRATED ON PLAN SHEET 45 AS "CALLED OUT" ON PLAN SHEET 4. THE BYPASSING OF WASTEWATER AND GROUNDWATER FLOWS AND ALL OTHER ADDITIONAL WORK REQUIRED BY SPECIAL CONDITION SECTION 3.1.4.3 SHALL BE INCLUDED IN THIS BID ITEM. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
28	COMPLETE REPAIR OF AERATION POND NUMBER 2 AND 3 HDPE LINEAR FAILURE AREAS PER CONSTRUCTION KEYNOTE 1 ON PLAN SHEET 31 AND THE LINER "CALL OUTS" ON PLAN SHEET 31. THE EXISTING LINER MATERIAL IS 60 MIL HDPE. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$

Niland County Sanitation District Wastewater Treatment Plant and Collection System

BID SCHEDULE					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
29	<p>COMPLETE IMPROVEMENTS TO AERATION POND NUMBER 1 INCLUDING BUT NOT LIMITED TO THE DRAINING OF POND NUMBER 1 AND THE BYPASSING OF WASTEWATER AND GROUNDWATER FLOWS, REMOVAL AND REPLACEMENT OF A PORTION OF THE NORTH AERATION POND NUMBER 1 EMBANKMENT TO ACCESS THE AERATION POND INTERIOR SIDESLOPES AND BOTTOM, THE REMOVAL OF SLUDGE FROM AERATION POND 1 AND PLACEMENT OF THE SLUDGE IN THE SLUDGE CONTAINMENT BASIN, THE REMOVAL OF THE EXISTING HDPE LINER, THE GRADING OF THE AERATION POND NUMBER 1 BOTTOM AND SIDE SLOPES AFTER THE EXISTING HDPE LINER REMOVAL AND DISPOSAL, THE INSTALLATION OF NEW HDPE LINER IN AERATION POND NUMBER 1, COORDINATING AND ASSISTING WITH THE REMOVAL OF EXISTING AERATORS AND INSTALLATION OF NEW AERATORS AND ALL OTHER REQUIRED ITEMS AS REQUIRED BY PLAN SHEETS 32, 33 AND 34 AND SPECIAL CONDITIONS SECTION 3.1.4.4. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).</p>	Lump Sum	1	\$	\$

Niland County Sanitation District Wastewater Treatment Plant and Collection System

<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
30	COMPLETE GEOTECHNICAL TESTING WITHIN THE PROPERTY BOUNDARIES OF THE EXISTING WASTEWATER TREATMENT PLANT AS ILLUSTRATED ON PLAN SHEET 4 FOR ALL WASTEWATER FACILITY IMPROVEMENTS AS INCLUDED IN THE EARTHWORK TECHNICAL SPECIFICATION SECTION 02200. ALL EXISTING WASTEWATER TREATMENT PLANT COMPACTION TESTS AS REQUIRED BY TECHNICAL SPECIFICATION SECTIONS 02200-3.10 AND 02200-3.11 ARE INCLUDED IN THIS BID ITEM. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
31	COMPLETE SURVEY AND CONSTRUCTION STAKING WORK WITHIN THE PROPERTY BOUNDARIES OF THE EXISTING WASTEWATER TREATMENT PLANT, AS ILLUSTRATED ON PLAN SHEET 4, FOR ALL WASTEWATER FACILITY IMPROVEMENTS AS INCLUDED IN TECHNICAL SPECIFICATION SECTION 01722 INCLUDING SECTION 01722.2.01. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT ACCORDANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$

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32	<p>COMPLETE ELECTRICAL WORK REQUIRED AT THE EXISTING NILAND WASTEWATER TREATMENT PLANT PER ELECTRICAL PLAN SHEETS 48, 49 AND 50 EXCEPT THAT THE INSTALLATION OF THE EVAPORATION/INFILTRATION POND PUMP STATION MOTOR CONTROL CENTER AND ELECTRICAL CIRCUITRY, CAST IRON JUNCTION BOXES AND OTHER ELECTRICAL RELATED ITEMS FROM THE SUBMERSIBLE PUMPS TO THE MOTOR CONTROL CENTER ARE INCLUDED IN BID ITEM 33. THE ELECTRICAL WORK ASSOCIATED WITH THE REMOVAL AND INSTALLATION OF THE AERATORS IN AERATION PONDS 1, 2 AND 3 PER CONSTRUCTION KEYNOTES 19, 21, 22 AND 23 ON PLAN SHEET 4 ARE INCLUDED IN THE ELECTRICAL SCOPE OF WORK. THE INSTALLATION OF THE CHAIN LINK FENCE AUTOMATIC GATE OPENER AND ELECTRICAL CIRCUITRY PER CONSTRUCTION KEYNOTE 20 ON PLAN SHEET 4 AND DETAIL PP ON PLAN SHEET 35 ARE INCLUDED IN THE ELECTRICAL SCOPE OF WORK. THE INSTALLATION OF THE LIGHT ASSEMBLY AND FIXTURES, LIGHT POLES AND PCC LIGHT PEDESTALS PER CONSTRUCTION KEYNOTE 10 ON PLAN SHEET 6 AND DETAIL O ON PLAN SHEET 35 ARE INCLUDED IN THE ELECTRICAL SCOPE OF WORK. THE INSTALLATION OF ELECTRICAL RECEPTACLES AT THE CHEMICAL FACILITIES PER CONSTRUCTION KEYNOTE 17 ON PLAN SHEET 9 ARE INCLUDED IN THE ELECTRICAL SCOPE OF WORK. THE INSTALLATION OF THE FLASH MIXER ELECTRICAL CIRCUITRY, REPLACEMENT OF ELECTRICAL RECEPTACLES AND OTHER MISCELLANEOUS ELECTRICAL ITEMS PER KEYNOTES 7, 8, 10, 22 AND 25 ON PLAN SHEET 7 AND FLASH MIXER DETAIL U ON PLAN SHEET 8 ARE INCLUDED IN THE ELECTRICAL SCOPE OF WORK. INSTALLING AN ELECTRICAL SERVICE PANEL, ELECTRICAL CIRCUITRY, DISCONNECT SWITCH AND ALL OTHER REQUIRED ELECTRICAL WORK FOR THE CONSTRUCTION JOB SITE TRAILER IS INCLUDED IN THE</p>	Lump Sum	1	\$	\$
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Niland County Sanitation District Wastewater Treatment Plant and Collection System

BID SCHEDULE					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	<p><b>32. (CONT)</b> ELECTRICAL SCOPE OF WORK. THE INSTALLATION OF THE RECEPTACLE AND AIR CONDITIONING UNIT AND ASSOCIATED ELECTRICAL CIRCUITRY PER POTABLE WATER PIPING CONSTRUCTION KEYNOTES 16 AND 17 <u>ARE NOT</u> INCLUDED IN THIS ELECTRICAL SCOPE OF WORK BID ITEM. COMPLETION OF ALL OTHER ELECTRICAL CIRCUITRY AND COMPONENTS FOR THE POTABLE WATER WATER SYSTEM PER PLAN SHEETS 48, 49 AND 50 <u>ARE NOT</u> INCLUDED IN THIS ELECTRICAL SCOPE OF WORK BID ITEM. COMPLETE ALL OTHER ELECTRICAL WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).</p>				

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33	<p>INSTALL EVAPORATION/INFILTRATION POND PUMP STATION IN CONFORMANCE WITH PLAN SHEETS 4, 24, 25, 48, 49 AND 50 INCLUDING BUT NOT LIMITED TO THE EXCAVATION FOR THE PUMP STATION; DEWATERING FOR THE PUMP STATION CONSTRUCTION; INSTALLATION OF THE PUMP STATION STRUCTURE, ROCK SUBBASE AND FABRIC; COATING ON THE INSIDE OF THE PUMP STATION STRUCTURE; WATER PROOFING ON THE OUTSIDE OF THE PUMP STATION STRUCTURE; BACKFILLING OF THE STRUCTURE; INSTALLATION OF THE ACCESS ROADWAY AND CLASS 2 BASE SIDESLOPE AND CLASS 2 BASE AREA SURROUNDING THE PUMP STATION PCC SURFACE SLAB; PCC SURFACE SLAB; PUMP STATION DISCHARGE PIPING, VALVES, CHECK VALVES, AIR RELEASE VALVES, PIPE SUPPORTS, VENT PIPELINE AND FITTINGS TO THE TRUE WYE FITTING DOWNSTREAM FLANGE; PUMP MECHANICAL ITEMS INCLUDING THE PUMP, SLIDE RAILS AND PUMP PEDESTALS; ELECTRICAL CAST IRON JUNCTION BOXES, MERCURY FLOAT SWITCHES, ELECTRICAL CONDUITS, CONDUCTORS, PUMP STATION MOTOR CONTROL CENTER, PUMP DAVIT CRANE PER PLAN SHEET 4, AND ALL OTHER ITEMS ON PLAN SHEETS 4, 24, 25, 48, 49 AND 50 INCLUDING DETAILS AND SECTIONS RELATED TO PLAN SHEETS 24 AND 25 ON OTHER PLAN SHEETS EXCEPT; <u>IT DOES NOT</u> INCLUDE THE ELECTRICAL POWER OR CONTROL CIRCUITRY FROM THE PUMP STATION CONTROL PANEL TO THE EXISTING LABORATORY CONTROL BUILDING, THE 12 INCH DIAMETER EFFLUENT PIPELINE FROM A POINT DOWNSTREAM OF THE EXISTING FLOWMETER VAULT TO THE PUMP STATION WET WELL, 12 INCH EFFLUENT PIPELINE WET WELL PIPE PENETRATION, THE 8 INCH DIAMETER EMERGENCY OVERFLOW PIPELINE AND THE ASSOCIATED PUMP STATION WET WELL PIPE PENETRATION, THE 2 INCH WATER PIPELINE AND WATER FAUCET,</p>	Lump Sum	1	\$	\$
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BID SCHEDULE					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	<b>33. (CONT)</b> AND THE 6 INCH PUMP STATION DISCHARGE FORCE MAIN DOWNSTREAM OF THE TRUE WYE FITTING. COMPLETE THE EVAPORATION/INFILTRATION POND PUMP STATION IMPROVEMENTS IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).				
34	CLEAR AND GRUB EXISTING EVAPORATION/INFILTRATION POND AREA AND REMOVE AND DISPOSE OF CANAL LINING REMNANTS PER DEMOLITION KEYNOTES 1 AND 3 ON PLAN SHEET 14. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
35	SAWCUT AND PLUG EXISTING UNDERGROUND AGRICULTURAL TILE PIPELINES PER DEMOLITION KEYNOTE 2 ON PLAN SHEET 14. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
36	INSTALL MONUMENT WELL ENCLOSURES OVER THE EXISTING PIEZOMETERS IN THE EVAPORATION/INFILTRATION POND PROJECT SITE PER PIEZOMETER KEYNOTE 1 ON PLAN SHEET 14 AND DETAIL WW ON PLAN SHEET 43. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	EACH	8	\$	\$

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<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
37	CONSTRUCT EVAPORATION/INFILTRATION PONDS 1 THROUGH 3 INCLUDING THE AREA BETWEEN THE EXTERIOR TOE OF SLOPES OF THE EVAPORATION/INFILTRATION PONDS 1 THROUGH 3 AND THE LIMITS OF CONSTRUCTION PER CONSTRUCTION KEYNOTES 1, 3 AND 4 AND OTHER NOTES ON PLAN SHEETS 15, 16 AND 17; AND SECTIONS S-S ON PLAN SHEET 18, T-T AND U-U ON PLAN SHEET 19 AND V-V ON PLAN SHEET 20. COMPLETE THE WORK OF THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
38	RECONSTRUCT THE SOUTH SLOPE OF THE IID NATIVE EARTH "R" LATERAL ACCESS ROAD PER CONSTRUCTION KEYNOTE 2 ON PLAN SHEETS 15, 16 AND 17 AND SECTIONS T-T AND U-U ON PLAN SHEET 19 AND SECTION V-V ON PLAN SHEET 20. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
39	INSTALL PCC STAND PIPE AND CLASS 2 BASE AREA AROUND THE PCC STANDPIPE PER CONSTRUCTION KEYNOTES 5 AND 11 ON PLAN SHEET 15 AND DETAIL AA ON PLAN SHEET 26. THE 6 INCH FORCE MAIN INLET PIPING PER DETAIL AA ON PLAN SHEET 26 IS INCLUDED WITH BID ITEM 7. THE 8 INCH PIPE PENETRATION DETAIL AA KEYNOTE 13 AND THE 8 INCH EFFLUENT HEADER PIPELINE PER DETAIL AA KEYNOTE 12 ARE INCLUDED WITH BID ITEM 40. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$



Niland County Sanitation District Wastewater Treatment Plant and Collection System

<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
40	CONSTRUCT 8 INCH DIAMETER EFFLUENT HEADER PIPELINE AND EVAPORATION POND INLET PIPING PER KEYNOTES 6, 7, AND 8 ON PLAN SHEETS 15, 16 AND 17 AND SECTION WW ON PLAN SHEET 20. COMPLETE AIR TESTING OF THE EFFLUENT HEADER PIPELINE AND INLET PIPELINES IN CONFORMANCE WITH TECHNICAL SPECIFICATION SECTION 02666-3.03. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
41	CONSTRUCT PCC OUTLET STRUCTURES FROM PIPELINES EXTENDING INTO PONDS 1, 2 AND 3 PER KEYNOTE 9 ON PLAN SHEETS 15, 16 AND 17 AND DETAIL BB ON PLAN SHEET 26. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
42	INSTALL 3 INCH COBLE DISSIPATION MATERIAL AT THE PCC OUTLET STRUCTURES AT PONDS 1, 2 AND 3 PER CONSTRUCTION KEYNOTE 10 ON PLAN SHEETS 15, 16 AND 17 AND DETAIL BB ON PLAN SHEET 26 AND DETAILS U-U AND V-V ON PLAN SHEET 42. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
43	CONSTRUCT NEW EARTH BERM ALONG THE SOUTH AND WEST EVAPORATION/INFILTRATION POND BOUNDARIES PER CONSTRUCTION KEYNOTE 14 ON PLAN SHEETS 15, 16 AND 17 AND DETAIL II ON PLAN SHEET 27. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$

Niland County Sanitation District Wastewater Treatment Plant and Collection System

<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
44	CONSTRUCT RETENTION BASIN AT THE SOUTHWEST CORNER OF THE EVAPORATION/INFILTRATION PONDS PER CONSTRUCTION KEYNOTE 17 ON PLAN SHEET 17. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
45	CONSTRUCT NEW 6 FOOT CHAIN LINK FENCE PER CONSTRUCTION KEYNOTE 16 ON PLAN SHEETS 15, 16 AND 17; CONSTRUCTION KEYNOTE 1 ON SHEET 28, DETAIL II ON PLAN SHEET 27 AND PLAN FENCING DETAIL SHEET 29. THE DEMOLITION OF EXISTING CHAIN LINK FENCE PER DEMOLITION KEYNOTE 1 ON PLAN SHEET 28 IS INCLUDED WITH THIS BID ITEM. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	L.F.	6,803	\$	\$
46	CONSTRUCT NEW 25 FOOT WIDE CHAIN LINK FENCE ACCESS GATES PER CONSTRUCTION KEYNOTE 2 ON PLAN SHEET 28 AND FENCING DETAIL SHEET 29. THE INSTALLATION OF THE 20 FOOT WIDE CHAIN LINK FENCE AUTOMATICALLY OPERATED ACCESS GATE IS INCLUDED IN BID ITEM 16. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	EACH	3	\$	\$

Niland County Sanitation District Wastewater Treatment Plant and Collection System

<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
47	COMPLETE GEOTECHNICAL TESTING WITHIN THE EVAPORATION/INFILTRATION POND LIMITS OF CONSTRUCTION FOR ALL EVAPORATION/INFILTRATION POND IMPROVEMENTS AS INCLUDED IN THE EARTHWORK TECHNICAL SPECIFICATION SECTION 02200. ALL EXISTING EVAPORATION/INFILTRATION POND COMPACTION TESTS AS REQUIRED BY TECHNICAL SPECIFICATION SECTIONS 02200-3.10 AND 02200-3.11 ARE INCLUDED IN THIS BID ITEM. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
48	COMPLETE SURVEY AND CONSTRUCTION STAKING WITHIN THE EVAPORATION/INFILTRATION POND LIMITS OF CONSTRUCTION AS INCLUDED IN TECHNICAL SPECIFICATION SECTION 01722 INCLUDING SECTION 01722.2.01. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT ACCORDANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$
49	COMPLETE EROSION CONTROL PLAN REQUIREMENTS PER PLAN SHEETS 36, 37 AND 38. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	Lump Sum	1	\$	\$

Niland County Sanitation District Wastewater Treatment Plant and Collection System

<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
50	INSTALL CURED-IN-PLACE PIPE (CIPP) MATERIAL WITHIN EXISTING WASTEWATER OUTFALL PIPELINE ALONG ALCOTT ROAD FROM THE NILAND WASTEWATER TREATMENT PLANT TO HIGHWAY 111 PER CONSTRUCTION KEYNOTE 2 ON PLAN SHEET 39 AND TECHNICAL SPECIFICATION 02737. CONNECTION OF EXISTING SANITARY SEWER LATERALS TO THE WASTEWATER OUTFALL PIPELINE IS INCLUDED WITH THIS BID ITEM. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	L.F.	2,459	\$	\$
51	REHABILITATE MANHOLES ALONG ALCOTT ROAD FROM THE NILAND WASTEWATER TREATMENT PLANT TO HIGHWAY 111 PER CONSTRUCTION KEYNOTE 1 ON PLAN SHEET 39 AND DETAIL QQ ON PLAN SHEET 40. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	EACH	6	\$	\$
52	COMPLETE TRAFFIC CONTROL FOR THE INSTALLATION OF SANITARY SEWER PIPELINE CIPP MATERIAL AND MANHOLE REHABILITATION ALONG ALCOTT ROAD FROM THE NILAND WASTEWATER TREATMENT PLANT TO HIGHWAY 111 PER PLAN SHEET 41, THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	LUMP SUM	1	\$	\$

Niland County Sanitation District Wastewater Treatment Plant and Collection System

<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
53	INSTALL CURED-IN-PLACE PIPE (CIPP) MATERIAL WITHIN EXISTING WASTEWATER OUTFALL PIPELINE EAST OF THE EAST STATE HIGHWAY 111 ROAD SHOULDER FROM THE ALCOTT ROAD TO A POINT NORTH OF NOFFSINGER ROAD PER CONSTRUCTION KEYNOTE 3 ON CALTRANS PLAN SHEETS 2, 3 AND 4 AND TECHNICAL SPECIFICATION 02737. CONNECTION OF EXISTING SANITARY SEWER LATERALS TO THE WASTEWATER OUTFALL PIPELINE IS INCLUDED WITH THIS BID ITEM. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF CALTRANS PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	L.F.	3,025	\$	\$
54	REHABILITATE MANHOLES EAST OF THE EAST STATE HIGHWAY 111 ROAD SHOULDER FROM THE ALCOTT ROAD TO A POINT NORTH OF NOFFSINGER ROAD AND ALSO AT A MANHOLE ON THE WEST SIDE OF HIGHWAY 111 NORTH OF NOFFSINGER ROAD PER CONSTRUCTION KEYNOTE 1 ON CALTRANS PLAN SHEETS 2, 3 AND 4 AND DETAIL B ON PLAN SHEET 5. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF CALTRANS PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	EACH	11	\$	\$

Niland County Sanitation District Wastewater Treatment Plant and Collection System

<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
55	INSTALL A SANITARY SEWER PIPELINE REPLACEMENT SECTION EAST OF HIGHWAY 111 IN ALCOTT ROAD IN CALTRANS RIGHT OF WAY PER CONSTRUCTION KEYNOTE 2 ON CALTRANS PLAN SHEET 3 AND TRENCH DETAIL A ON CALTRANS PLAN SHEET 5. THIS BID ITEM INCLUDES GEOTECHNICAL TESTING INCLUDING COMPACTION TESTING PER TECHNICAL SPECIFICATION SECTION 02200 INCLUDING SECTIONS 02200.3.10 AND 02200.3.11. COMPLETE THE WORK FOR THIS BID ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF CALTRANS PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ADDENDUM(A).	LUMP SUM	1	\$	\$
56	COMPLETE TRAFFIC CONTROL FOR THE INSTALLATION OF SANITARY SEWER PIPELINE CIPP MATERIAL AND MANHOLE REHABILITATION EAST OF THE EAST ROAD SHOULDER OF HIGHWAY 111 FROM ALCOTT ROAD TO A POINT NORTH OF NOFFSINGER ROAD AND FOR THE SANITARY SEWER REPLACEMENT SECTION EAST OF HIGHWAY 111 IN ALCOTT ROAD. COMPLETE TRAFFIC CONTROL PER CALTRANS PLAN SHEETS 6 AND 7, THE ENTIRE SET OF CALTRANS PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	LUMP SUM	1	\$	\$
57	COMPLETE EROSION CONTROL REQUIREMENTS EAST OF THE EAST ROAD SHOULDER OF HIGHWAY 111 FROM ALCOTT ROAD TO A POINT NORTH OF NOFFSINGER ROAD IN ACCORDANCE WITH CALTRANS PLAN SHEET 8, THE ENTIRE SET OF CALTRANS PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).	LUMP SUM	1	\$	\$

**ADDITIVE ALTERNATES**

**1. ADDITIVE ALTERNATE NUMBER 1** - CONSTRUCT POTABLE WATER SYSTEM AT THE EXISTING WASTEWATER TREATMENT PLANT PER PLAN SHEETS 4 AND 5 AND ELECTRICAL PLAN SHEETS 48, 49 AND 50. INCLUDE THE INSTALLATION OF A NEW 2-INCH SCHEDULE 80 PVC PIPELINE SECTION FROM THE POTABLE WATER SYSTEM TO THE EXISTING WASTEWATER TREATMENT PLANT 2-INCH WATER PIPELINE SYSTEM PER KEYNOTE 30 ON PLAN SHEET 4. INCLUDE THE INSTALLATION OF THE RECEPTACLE AND AIR CONDITIONING UNIT AND ASSOCAITED ELECTRICAL CIRCUITRY PER POTABLE WATER PIPING CONSTRUCTION KEYNOTES 16 AND 17. INCLUDE COMPLETION OF ALL OTHER POTABLE WATER SYSTEM ELECTRICAL WORK PER ELECTRICAL PLAN SHEETS 48, 49 AND 50. COMPLETE THE WORK FOR THIS ADDITIVE ALTERNATE NUMBER 1 ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A)

**2. ADDITIVE ALTERNATE NUMBER 2** – CONSTRUCT 30-INCH DIAMETER AGRICULTURAL LATERAL PIPELINE, DRAINAGE AND IRRIGATION STRUCTURES, MANHOLE AND ALL OTHER AGRICULTURAL LATERAL PIPELINE ITEMS PER PLAN SHEETS 15 AND 30. COMPLETE THE WORK FOR THIS ADDITIVE ALTERNATE NUMBER 2 ITEM IN STRICT CONFORMANCE WITH THE ENTIRE SET OF PLANS, TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ANY ADDENDUM(A).

<b>BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	ADDITIVE ALTERNATE 1 PER ABOVE DESCRIPTION	LUMP SUM	1	\$	\$
2	ADDITIVE ALTERNATE 2 PER ABOVE DESCRIPTION	LUMP SUM	1	\$	\$

## TOTAL FOR COMPARISON

### I. BASE BID

1. MOBILIZATION - BID SCHEDULE ITEM 1 \$ \_\_\_\_\_

2. WASTEWATER TREATMENT PLANT IMPROVEMENTS –  
BID SCHEDULE ITEM NUMBERS 2 THROUGH 32 \$ \_\_\_\_\_

3. EVAPORATION/INFILTRATION POND IMPROVEMENTS –  
BID SCHEDULE ITEM NUMBERS 33 THROUGH 49 \$ \_\_\_\_\_

4. SANITARY SEWER COLLECTION SYSTEM IMPROVEMENTS  
ALONG ALCOTT ROAD FROM THE NILAND WASTEWATER  
TREATMENT PLANT TO HIGHWAY 111 –  
BID SCHEDULE ITEM NUMBERS 50 THROUGH 52 \$ \_\_\_\_\_

5. SANITARY SEWER COLLECTION SYSTEM IMPROVEMENTS  
ALONG HIGHWAY 111 FROM ALCOTT ROAD TO NOFFSINGER  
ROAD – BID SCHEDULE ITEM NUMBERS 53 THROUGH 57 \$ \_\_\_\_\_

**TOTAL BASE BID – ITEMS 1 THROUGH 5 \$ \_\_\_\_\_**

II. ADDITIVE ALTERNATE NUMBER 1 \$ \_\_\_\_\_

III. ADDITIVE ALTERNATE NUMBER 2 \$ \_\_\_\_\_

IV. TOTAL BASE BID PLUS ALTERNATE NUMBER 1 \$ \_\_\_\_\_

V. TOTAL BASE BID PLUS ALTERNATE NUMBER 2 \$ \_\_\_\_\_

VI. TOTAL BASE BID PLUS ALTERNATE NUMBER 1 \$ \_\_\_\_\_  
AND ALTERNATE NUMBER 2

NOTE: THE AWARD OF CONTRACT WILL BE BASED ON THE LOWEST, RESPONSIVE,  
RESPONSIBLE **TOTAL BASE BID**



B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

**Deleted**

~~ARTICLE 4—BASIS OF BID—COST PLUS FEE~~

**Deleted**

~~ARTICLE 5—PRICE PLUS TIME BID~~

**Deleted**

**ARTICLE 6—TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 **Deleted**

6.03 **Deleted**

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:



effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Niland County Sanitation District Wastewater Treatment Plant and Collection System

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

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

Bidder's Contact:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Phone: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No. \_\_\_\_\_

Employer's Tax ID Number \_\_\_\_\_

DIR Registration No. \_\_\_\_\_

Sam.gov UEI No. \_\_\_\_\_

**Addendum No. 6 – Attachment 2**  
**Floating Aerator Technical Specification 11560**

**FLOATING AERATOR**

**TECHNICAL SPECIFICATION SECTION 11560**

**ADDENDUM NO. 6**

**1. GENERAL**

- 1.1. WORK described by this section consists of furnishing and installing all materials, equipment, and accessories for a complete installation of (6) – 7.5 HP floating surface mechanical aerators. Each aerator shall consist of a motor, a direct drive impeller driven at a constant speed and an integral flotation unit.
- 1.2. Submittals for equipment shall be submitted by CONTRACTOR to ENGINEER as provided for in these Contract Documents, including the information listed under the section for Installation, Operating & Maintenance Manuals.
- 1.3. Catalog Data Sheets: Submit manufacturer's detailed manual that shall include specific instructions and catalog data sheets that represent the equipment to be furnished for the Project and all documents shall clearly indicate all options to be provided. All non-applicable information must be removed from the data sheets.
- 1.4. Shop Drawings: Submit manufacturer's standard and Project specific drawings for the equipment to be furnished. All drawings shall clearly indicate all equipment components, and accurate locating dimensions, for the total system.
- 1.5. SPECIFICATION PRECEDENCE  
The specifications for equipment and controls under this section supersede specifications for equipment and controls specified elsewhere in the contract documents and drawings. Purchased components such as motors, shall be provided with standard recommended manufacturers paint, unless otherwise specified within this section.

**2. AERATOR DRIVE MOTOR**

- 2.1. The motor shall be an Endura® series or an approved equal and deliver 7.5 HP horsepower and shall be wired for 460 volt, 60 cycle, and 3 phase service. The electrical classification shall be rated for Class I Division II Group D, rated for a temperature code T2A (280 Degree C).
- 2.2. The motor shall be vertical P base design, totally enclosed; fan cooled (T.E.F.C.), and generally rated for severe chemical duty, and shall have a 1.15 service factor. Motor shall also be suitable for use with a variable frequency drive (VFD). Submerged motors are not acceptable.
- 2.3. The motor shall in all cases equal or exceed standard NEMA specifications. The motor windings shall be non-hygroscopic, and insulation shall equal or exceed NEMA Class "F".
- 2.4. A condensate drain shall be located at the lowest point in the lower end-bell housing.
- 2.5. All motor frame parting surfaces shall be deep registered and Permatex (or an approved equal) sealed.
- 2.6. All through bolts, nuts, and screws shall be of type 18-8 stainless steel.

- 2.7. Each motor will have a raincap constructed of cast iron or non-corrosive 316 stainless steel. Painted or plated carbon steel raincaps will not be acceptable.
- 2.8. A stainless steel nameplate shall be provided with each motor and shall be securely fastened thereto. The voltage, speed, insulation class, amperage, service factor, wiring diagram, motor serial number, and the manufacturer's name and address shall be steel stamped or otherwise permanently marked. The motor shall be an Aqua-Aerobic Systems, Inc., "Endura" model supplied by Teco-Westinghouse or a "Centaur" model supplied by Baldor-Reliance Electric or Nidec (formerly US Motors) or and approved equal. The motors shall incorporate design enhancements that provide operation for three years without routine maintenance (greasing).

**3. MOTOR SHAFT**

Unit shall have a one-piece motor shaft continuous from the top motor bearing, through the lower bearing and down to and through the propeller. This shaft will have a minimum diameter of 1 1/4 inches and manufactured from 17-4 PH stainless steel, or comparable stainless steel having a minimum yield strength of 100,000 psi on units 3 HP and larger. The maximum allowable full length shaft run out shall be limited to 0.006 inches T.I.R.

**4. RPM**

Units shall operate at the lowest RPM offered in the size by the manufacturer. In no case shall nominal RPM exceed 1800 for units meeting the one-piece shaft specified above. Units featuring one-piece shaft shall operate nominally at 1800 RPM in the size range of 1Hp to 15HP, or at a nominal maximum speed of 1200 RPM for units in the 20HP to 75HP size range, and 900 RPM for units 100HP and larger.

**5. MOTOR BEARINGS**

- 5.1. Motor bearings shall be regreasable. Sealed bearings are not acceptable. Top bearing shall be shielded on the bottom side only. Bottom bearing shall be open.
- 5.2. The top and bottom motor bearings shall be of the combined radial and axial thrust type and shall be packed at the factory with "high performance" grease.
- 5.3. The lower motor bearing inner race shall be locked to the motor shaft via a special washer and locking nut arrangement. The shaft shall be threaded just below the lower bearing and shall have a keyway cut into the motor shaft. This keyway shall accept a tab from the I.D. of the locking washer, and the locking nut shall have recesses to accept a tab from the O.D. of the locking washer to prevent the nut from backing off. Snap ring type bearing retainers will not be acceptable.
- 5.4. Bearings shall be designed for an L-10 rating life of at least 100,000 hours.

**6. DIFFUSION HEAD**

- 6.1. The design of the diffusion head shall be such that the liquid spray will discharge at angle of 90° to the motor shaft, and over a 360° pattern in the horizontal plane, and shall be a stainless steel monolithic casting.

- 6.2. The diffusion head casting shall act as a base for the aerator motor, and alignment of the motor to this base shall be controlled by machined index fittings that engage the P-base of the motor. Diffusion head/motor arrangements that are dependent upon bolt holes only for alignment will not be acceptable. All connecting bolts of the diffusion head shall be 316 stainless steel and have drilled heads, and shall be safety wired in place with stainless steel safety wire.
- 6.3. The diffusion head casting shall act as a thrust block to deflect the high velocity, pumped volume of the aerator from the vertical to the horizontal direction. In order to minimize vibration, and to provide adequate strength, the diffusion head casting shall weigh no less than 44 lbs. The bottom side of this casting shall have a 90°-radiused transition to effect the hydraulic change in direction with a minimum of head loss.
- 6.4. The diffusion head shall absorb all normal and shock loads encountered by the propeller and transmitted to the diffusion head via the motor shaft and lower motor end-bell. The diffusion head shall distribute these forces into the float via webs that terminate in a flange or ring that is an integral part of the diffusion head. This flange shall mate with a similar flange that is an integral part of the float/volute to spread the stresses generated by the propeller uniformly around the float so that no point loading of the float is allowed. These flanges shall be machined flat to provide proper bearing surfaces. The alignment of the diffusion head flange to the float/volute shall be by use of a 360° index pilot.
- 6.5. Specifically, diffusion head designs that employ studs and spacers, shoulder bolts or fiberglass are not allowed. Load bearing, machined flat, flange-to-flange connections will be mandatory.
- 6.6. The diffusion head shall contain an anti-deflection journal insert to limit the radial deflection of the motor shaft.
- 6.7. This anti-deflection journal insert shall be located in the lower extremity of the diffusion head, approximately one-half the distance between the motor base and the lower end of the shaft.
- 6.8. The journal insert shall be machined from Delrin or molded from moly-filled urethane and shall be a minimum of 0.060" diameter or larger through the bore than the diameter of the motor shaft.
- 6.9. Units featuring a one-piece unsupported shaft will not be acceptable.
- 6.10. There shall be a fluid deflector located on the motor shaft immediately below the anti-deflection journal, which shall cover completely the anti-deflection journal insert and the lower portion of the diffusion head.
- 6.11. This fluid deflector shall be molded from black neoprene and shall be press fit onto the motor shaft.

## 7. **FLOTATION**

- 7.1. Flotation stability will be mandatory. Under no circumstances will unstable floatation designs requiring counter balancing, ballast of liquid, solid mass or submerged major fabricated assemblies to stabilize the operation of the aerator be allowed. Only aerators demonstrating stable operational characteristics, without rocking or oscillating will be acceptable.
- 7.2. All floats shall be constructed so that the internal void can be filled full of closed cell polyurethane foam having a minimum 2.0 lbs/ft<sup>3</sup> density and shall be completely sealed water tight to prevent the foam from being in contact with the external environment.



- 7.3. The float construction shall be such that the volute will distribute the load of the entire motor, drive, diffusion head and volute static load plus, the entire dynamic load from the propeller thrust and radial forces by spreading these forces uniformly around the full 360° circumference of the float's central core. Point connected joints or point stressed connections will not be accepted.
- 7.4. The minimum flexural strength of the fiberglass construction materials shall be 26,000 psi and the minimum tensile strength shall be 10,000 psi.
- 7.5. Stainless Steel Float Assembly: Each unit shall be equipped with a modular float constructed of heavy duty 14 gauge, **(316 stainless steel)**. All floats shall have six mooring points, spaced for 3 or 4-point mooring around the outer circumference. No mooring connections will be allowed to be attached to the upper or lower float covers. Only tension type connections perpendicular to the outer sidewall will be approved. All mooring connections shall be stainless steel.
- 7.6. The stainless-steel float shall be a minimum of 59 1/2 inches in diameter and 11 inches thick.
- 7.7. Each aerator unit shall have 570 lbs. reserve buoyancy to ensure stability and to provide support flotation required during aerator servicing. Floats shall be one piece construction, i.e.; segmented floats are not acceptable.

## **8. PROPELLER**

- 8.1. The propeller shall be a two-blade, left-handed, marine type precision casting of stainless steel, 8 1/4 inch diameter, and shall be specifically designed for the application intended. It shall be a self-cleaning type that will not accumulate fibers, rags, stringy materials, etc. The propeller will have a diameter not allowing a greater clearance with the float volute of 3/8 inches.
- 8.2. Each propeller blade shall be pitched so that the pitch angle and rake angle are within  $\pm 2$  percent of the other blade(s).
- 8.3. The propeller shall be pitched so that the drive motor is loaded between 88% and 95% of full load nameplate horsepower.
- 8.4. Units using inclined screw impellers will not be acceptable.
- 8.5. The propeller must be attached to the motor shaft with a hardened stainless steel pin and set screw. No tapered, threaded shafts with nut fasteners will be acceptable.

## **9. VOLUTE**

- 9.1. The propeller shall operate in a float volute made of **(316 stainless steel)** and shall be a minimum of 9 inches in diameter. It shall be round and true so that propeller blade tip clearance is uniform within the volute as it rotates. The volute shall have a minimum of 0.135 inch wall thickness, and a minimum of four full-length stainless steel gussets shall be welded on a 90° spacing around the circumference of the volute between the top and bottom flanges.
- 9.2. The volute shall have a large machined flange at its top extremity that completely encircles the volute, and this flange shall match a similar flange on the bottom of the diffusion head to provide for a bolted, machined flange-to-flange fit to provide uniform distribution of the dynamic loads generated by the propeller and the static weight of the motor and drive. A 360° machined index in the upper flange shall

provide concentric alignment of the propeller in the volute by engaging the inside diameter of the mating flange on the diffusion head. Bolt holes alone will not be acceptable to locate the important alignment of the propeller.

- 9.3. Fiberglass volutes, or carbon steel volutes that are fiberglass, steel or stainless steel lined are not acceptable.

## **10. INTAKE CONE**

- 10.1. The intake cone shall be fabricated from 0.075 inch (**316 stainless steel**) having a gradually expanding opening outward to the intake end. The length and inlet diameter shall be sufficient to provide uniform inlet hydraulics so that no increase in vibration is caused due to its shape or size. The minimum acceptable length is 6 inches and minimum inlet diameter is 12 1/4 inches.
- 10.2. The material used to fabricate the intake cone shall be structurally sufficient to support the weight of the entire aerator assembly when the aerator is freestanding on dry ground.
- 10.3. For maximum in-depth mixing efficiency, the intake cone shall be designed so that the suction lift from the aerator propeller is vertical from the liquid depth below the aerator. Unless specifically required for anti-erosion requirements, side or angle entry suction inlets will not be approved. Fiberglass intake cones are not allowed. All aerators 20 HP and larger must provide anti-vortex crosses welded inside the cones. Anti-erosion devices, if required, must be welded to the cone and cross assembly.

## **11. BALANCING**

- 11.1. The entire rotating assembly including the motor rotor, shaft, shaft accessories, and propeller shall be dynamically balanced to within 2.0 mils peak-to-peak horizontal displacement measured at the upper and lower motor bearing. Measurements shall be taken at a frequency equivalent to the motor RPM.
- 11.2. Transducer pickup points shall be at the motor bearings on the motor frame perpendicular to the motor shaft.
- 11.3. Measurements shall be taken with the motor in a vertical, shaft down position with the entire power section mounted on resilient pads.

## **12. MOORING**

- 12.1. Cable Mooring System: A or (4-point) cable mooring system shall be supplied and installed as recommended by the manufacturer so the aerator may be permitted to rise and fall with some water level variations, but will have a minimum of lateral movement.
- 12.2. The maximum amount of anticipated water level variation is 1-2 feet.
- 12.3. The mooring cables shall be 7 x 19 construction, (**316 stainless steel**). The power cable shall be attached to one of the mooring lines with a non-corrosive aerial support cable tie with spacer to prevent the electrical cable from touching the mooring cable. The aerial support cable ties shall be spaced a minimum of five feet on center to secure the electrical cable.

- 12.4. Mooring hardware (thimbles and clips) shall be of 316 stainless steel. Galvanized hardware is not acceptable.
- 12.5. Vinyl Electrical Cable Floats: The aerator manufacturer shall provide a minimum of 60 vinyl electrical cable floats, complete with Nylon cable ties for supporting the electrical power cable. The Nylon cable ties are to be heavy duty type, black in color and UV stable. Contractor shall be responsible for field attaching the electrical cable floats in accordance with the manufacturer's recommendations.

**13. ELECTRICAL SERVICE CABLE**

- 13.1. Electrical service cable shall be provided and shall be a continuous length (non-spliced). The cable shall have three power conductors and a ground conductor.
- 13.2. Conductors shall be flexible type annealed copper stranded. Each conductor, including the ground conductor, shall be insulated. Cables containing an uninsulated ground conductor will not be acceptable.
- 13.3. The insulated conductors shall be assembled together with a non-hygroscopic filler material.
- 13.4. Outer jacket shall be high quality CPE, PVC, TPE or equal, and shall be rated at a conductor operating temperature of not less than 90°C.
- 13.5. The cable shall be rated for hard usage outdoor service and shall be resistant to oil, sunlight, ozone, grease, acids, water, abrasion and impact.
- 13.6. The electrical service cable shall be factory assembled to the motor conduit box with cord grip and strain relief grip. The cord grip shall include a Neoprene bushing providing a liquid tight seal. The strain relief grip shall be a 316stainless steel wire mesh strain relief grip for the electrical cable at the motor to prevent the cable from pulling out of the conduit box.
- 13.7. Spiral Wrap Electrical Cable Protection: A polyethylene expandable spiral wrap abrasion protection sleeve shall be provided for wrapping around the electrical cable at the unit. The spiral wrap shall be weather resistant for a temperature range from minus forty degrees Fahrenheit to one hundred and twenty two degrees Fahrenheit, and protect the electrical cable from rubbing on the edge of the float.
- 13.8. (grip to secure the electrical cable from possible wear due to rubbing on the edge of the aerator float.

**14. INSTALLATION, OPERATING, AND MAINTENANCE MANUALS**

- 14.1. The manufacturer shall provide a detailed manual that shall include specific instructions for receiving and handling, weight of all components, assembly, mooring, wiring, installation, repair and service, storage, troubleshooting, detailed exploded-view drawings of the unit, and a full parts list.
- 14.2. In addition, the manual shall contain complete detailed instructions on the balancing procedure to be used for rebalancing the propeller after it has been in service for an extended period of time. These instructions shall include, a general procedural description, a detailed explanation of preparing the unit for balancing, and the balancing procedure for propellers.
- 14.3. These manuals shall be submitted for review, along with other general submittal information, including detailed drawings, brochures, catalog data-sheets, and motor data sheets, etc., as a part of the approval process.

**15. EXPERIENCE**

- 15.1. Manufacturers proposing to furnish equipment for this project shall have a minimum of five installations of same equipment model and design, in the same service for a period of five years.
- 15.2. Equipment manufacturers not meeting this requirement are invited to bid, provided they furnish a Performance Bond underwritten by a bonding agent acceptable to the City for a period of five years. Equipment and/or components failing within this period due to deficiency in design, workmanship or material shall be replaced at no cost to the owner, and said replacement shall be guaranteed for five years continuous service.

**16. MANUFACTURER**

The aerator specified herein shall be the Aqua-Jet® Endura® series as manufactured by Aqua-Aerobic Systems, Inc., 6306 North Alpine Road, Loves Park, Illinois 61111 or an approved equal. The Endura® series or an approved equal shall incorporate design enhancements that provide operation for three (3) years without routine maintenance (greasing).

**17. WARRANTY**

The Aerator shall be warranted for three years for defects in materials and workmanship.

**18. START-UP SERVICE:**

Provide the services of the manufacturer's representative to check the equipment installation, supervise initial start-up, and instruct the Owner's personnel in the proper operation and maintenance of the equipment. A minimum of 1 trips to the site will be required, consisting of a minimum of 2 8-hour work days. Training will take place while manufacturer's representative is at the jobsite for inspection and start-up, and the O&M manuals shall be used for training all personnel. ***Contractor shall include the start-up service costs in item 15 of the Bid Form.***

**END OF SECTION**

## **Addendum No. 6 – Attachment 3**

**County of Imperial Public Works Agreement for Construction Services  
Section, pages 00521-1 through 00521-51 and USDA Contract  
Language Section, 00521-1 through 00521-6**



1 Specifications and promptly report any errors or omissions to COUNTY.

2 **2. CONTRACT COORDINATION.**

3 **2.1.** The Director of Public Works or his/her designee shall be the representative of COUNTY  
4 for all purposes under this Agreement. The Director of Public Works or his/her designee  
5 is hereby designated as the Contract Manager for COUNTY. He/she shall supervise the  
6 progress and execution of this Agreement.

7 **2.2.** CONTRACTOR shall assign a single Contract Manager to have overall responsibility for  
8 the progress and execution of this Agreement. Should circumstances or conditions  
9 subsequent to the execution of this Agreement require a substitute Contract Manager for any  
10 reason, the Contract Manager designee shall be subject to the prior written acceptance and  
11 approval of COUNTY's Contract Manager.

12 **3. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR.**

13 **3.1.** CONTRACTOR shall furnish all work, labor, tools, equipment, materials, supervision,  
14 scheduling, coordination and contract administration necessary to construct and complete  
15 the Project in a good, expeditious, workman-like and substantial manner under the terms of  
16 and in full and complete compliance with this Agreement ("Work").

17 **3.2.** CONTRACTOR shall comply with and perform work consistent with all terms,  
18 conditions and requirements of the Plans, Specifications, the Invitation for Bids and this  
19 Agreement.

20 **3.3.** All described work shall be constructed, installed, placed and performed in conformance  
21 with the Plans and Specifications and all Special Provisions contained therein and as directed  
22 by COUNTY's engineer.

23 **3.4.** In the event of a conflict among this Agreement, the Invitation for Bid and the Proposal, the  
24 Invitation for Bid shall take precedence over the Proposal and this Agreement shall take  
25 precedence over both.

26 **3.5.** CONTRACTOR shall perform such other tasks as necessary and proper for the full  
27 performance of the obligations assumed by CONTRACTOR hereunder; including but not  
28 limited to any additional work or change orders agreed upon pursuant to written

1 authorization as described in Section 5. Proposed additional work or change order requests,  
2 when applicable, will be attached and incorporated herein under **Exhibit “B”** (as “B-1,” “B-  
3 2,” etc.).

4 **3.6.** Additional requirements specific to the funding sources for Imperial County Department of  
5 Public Works, Project No. \_\_\_\_\_ are as follows:

6 **(A) WORK**

7 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The  
8 Work is generally described as follows:

9 **Niland County Sanitation District Wastewater Treatment Plant and Collection System  
10 Improvements**

11 **(B) THE PROJECT**

12 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described  
13 as follows:

14 The County of Imperial proposed to improve the Niland County Sanitation District Wastewater  
15 Treatment Plant that is located in Niland, California along Alcott Road, 2,000 feet west of State  
16 Route 111, along with sewer pipelines located along Alcott Road and State Route 111. The Scope  
17 of Work includes, but is not limited to the following: Improvements to the existing influent  
18 headworks structure, existing aeration pond liners, existing disinfection system facilities, existing  
19 site piping, existing site entrance driveway, and existing collection system pipeline; construction  
20 of a new effluent pump station, new forcemain pipeline to three (3) new evaporation/infiltration  
21 ponds with a total area of 31 acres, new perimeter fencing, new canal water pipeline, and new  
22 site specific non-potable water facility.

23 **(C) ENGINEER**

24 3.01 The Owner has retained **The Holt Group, Inc.** (“Engineer”) to act as the Owner’s representative,  
25 assume all duties and responsibilities of Engineer, and have the rights and authority assigned to  
26 Engineer in the Contract.

27 3.02 The part of the Project that pertains to the Work has been designed by the **Engineer.**

28 **(D) CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness  
for final payment as stated in the Contract Documents are of the essence of the Contract.



1 4.02 *Contract Times: Days*

2 A. The Work will be substantially complete within **three hundred thirty six (336)** days after  
3 the date when the Contract Times commence to run as provided in Paragraph 4.01 of the  
4 General Conditions, and completed and ready for final payment in accordance with  
5 Paragraph 15.06 of the General Conditions within **thirty (30)** days after the date when the  
6 Contract Times commence to run.

7 4.03 *Liquidated Damages*

8 A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above  
9 and that Owner will suffer financial and other losses if the Work is not completed and  
10 Milestones not achieved within the Contract Times, as duly modified. The parties also  
11 recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration  
12 proceeding, the actual loss suffered by Owner if the Work is not completed on time.  
13 Accordingly, instead of requiring any such proof, Owner and Contractor agree that as  
14 liquidated damages for delay (but not as a penalty):

- 15 1. *Substantial Completion*: Contractor shall pay Owner **\$2,500.00** for each day that expires  
16 after the time (as duly adjusted pursuant to the Contract) specified above for Substantial  
17 Completion, until the Work is substantially complete.
- 18 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall  
19 neglect, refuse, or fail to complete the remaining Work within the Contract Times (as  
20 duly adjusted pursuant to the Contract) for completion and readiness for final payment,  
21 Contractor shall pay Owner **\$500** for each day that expires after such time until the Work  
22 is completed and ready for final payment.

23 B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such  
24 liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is  
25 precluded from recovering any other damages, whether actual, direct, excess, or  
26 consequential, for such delay, except for special damages (if any) specified in this Agreement.

27 4.04 *Special Damages*

28 A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct  
result of the Contractor's failure to attain Substantial Completion according to the Contract  
Times, and (2) for the actual costs reasonably incurred by Owner for engineering,  
construction observation, inspection, and administrative services needed after the time  
specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the  
Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail  
to complete the remaining Work within the Contract Times, Contractor shall reimburse  
Owner for the actual costs reasonably incurred by Owner for engineering, construction  
observation, inspection, and administrative services needed after the time specified in  
Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted  
pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages  
for delayed completion established in this Agreement.

1 **(E) CONTRACT PRICE**

2 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

3 A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for  
4 each separately identified item of Unit Price Work by multiplying the unit price times the  
5 actual quantity of that item).

6

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	<b>All Unit Price Items as incorporated in the Bid Form</b>			\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

7  
8  
9  
10

11 The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are  
12 based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions,  
13 estimated quantities are not guaranteed, and determinations of actual quantities and  
14 classifications are to be made by Engineer.

15 B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

16 **(F) PAYMENT PROCEDURES**

17 6.01 *Submittal and Processing of Payments*

18 A. Contractor shall submit Applications for Payment in accordance with County Agreement of  
19 the General Conditions. Applications for Payment will be processed by Engineer as provided  
20 in the General Conditions.

21 6.02 *Progress Payments; Retainage*

22 A. Owner shall make progress payments on the basis of Contractor's Applications for Payment  
23 on or about the **5th** day of each month during performance of the Work as provided in  
24 Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted  
25 in a timely manner and otherwise meet the requirements of the Contract. All such payments  
26 will be measured by the Schedule of Values established as provided in the General Conditions  
27 (and in the case of Unit Price Work based on the number of units completed) or, in the event  
28 there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to  
the percentage indicated below but, in each case, less the aggregate of payments  
previously made and less such amounts as Owner may withhold, including but not limited  
to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

1           b. **95** percent of cost of materials and equipment not incorporated in the Work (with the  
2           balance being retainage).

3           B. Upon Substantial Completion **of the entire construction to be provided under the**  
4           **construction Contract Documents**, Owner shall pay an amount sufficient to increase total  
5           payments to Contractor to **95** percent of the Work completed, less such amounts set off by  
6           Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of  
7           Engineer's estimate of the value of Work to be completed or corrected as shown on the punch  
8           list of items to be completed or corrected prior to final payment.

6           6.03 *Final Payment*

7           A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the  
8           Contract Price in accordance with Paragraph 15.06 of the General Conditions.

9           6.04 *Consent of Surety*

10          A. Owner will not make final payment, or return or release retainage at Substantial Completion  
11          or any other time, unless Contractor submits written consent of the surety to such payment,  
12          return, or release.

13          6.05 *Interest*

14          A. All amounts not paid when due will bear interest at the rate of seven percent (7%) per annum.

15          **(G) CONTRACT DOCUMENTS**

16          7.01 *Contents*

17          A. The Contract Documents consist of all of the following:

- 18           1. This Agreement.
- 19           2. Bonds:
  - 20           a. Performance Bond (together with power of attorney).
  - 21           b. Payment Bond (together with power of attorney).
- 22           3. Standard General Conditions.
- 23           4. Supplementary Conditions.
- 24           5. Special Conditions.
- 25           6. Technical Specifications.
- 26           7. Specifications as listed in the table of contents of the project manual (copy of list  
27           attached).
- 28           8. Drawings (not attached but incorporated by reference) consisting of **50** sheets with each  
            sheet bearing the following general title: **Wastewater Treatment Plant and Collection  
            System Improvements**.

1 9. Drawings (not attached but incorporated by reference) consisting of 6 sheets with each  
2 sheet bearing the following general title: **Caltrans Sewer Collection System**  
3 **Improvements.**

4 10. Addenda (numbers [number] to [number], inclusive).

5 11. Exhibits to this Agreement (enumerated as follows):

6 a. **Bidding Forms**

7 b. **USDA Contract Language**

8 12. The following which may be delivered or issued on or after the Effective Date of the  
9 Contract and are not attached hereto:

10 a. Notice to Proceed.

11 b. Work Change Directives.

12 c. Change Orders.

13 d. Field Orders.

14 e. Warranty Bond, if any.

15 B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except  
16 as expressly noted otherwise above).

17 C. There are no Contract Documents other than those listed above in this Article 7.

18 D. The Contract Documents may only be amended, modified, or supplemented as provided in  
19 the Contract.

## 20 **(H.) REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### 21 8.01 *Contractor's Representations*

22 A. In order to induce Owner to enter into this Contract, Contractor makes the following  
23 representations:

24 1. Contractor has examined and carefully studied the Contract Documents, including  
25 Addenda.

26 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and  
27 adjacent areas, and become familiar with the general, local, and Site conditions that may  
28 affect cost, progress, and performance of the Work.

1. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and  
performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface  
conditions at or adjacent to the Site and the drawings of physical conditions relating to  
existing surface or subsurface structures at the Site that have been identified in the  
Supplementary Conditions, with respect to the Technical Data in such reports and  
drawings.

- 1 5. Contractor has carefully studied the reports and drawings relating to Hazardous  
2 Environmental Conditions, if any, at or adjacent to the Site that have been identified in  
3 the Supplementary Conditions, with respect to Technical Data in such reports and  
4 drawings.
- 5 6. Contractor has considered the information known to Contractor itself; information  
6 commonly known to contractors doing business in the locality of the Site; information  
7 and observations obtained from visits to the Site; the Contract Documents; and the  
8 Technical Data identified in the Supplementary Conditions or by definition, with respect  
9 to the effect of such information, observations, and Technical Data on (a) the cost,  
10 progress, and performance of the Work; (b) the means, methods, techniques, sequences,  
11 and procedures of construction to be employed by Contractor; and (c) Contractor's safety  
12 precautions and programs.
- 13 7. Based on the information and observations referred to in the preceding paragraph,  
14 Contractor agrees that no further examinations, investigations, explorations, tests, studies,  
15 or data are necessary for the performance of the Work at the Contract Price, within the  
16 Contract Times, and in accordance with the other terms and conditions of the Contract.
- 17 8. Contractor is aware of the general nature of work to be performed by Owner and others  
18 at the Site that relates to the Work as indicated in the Contract Documents.
- 19 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or  
20 discrepancies that Contractor has discovered in the Contract Documents, and of  
21 discrepancies between Site conditions and the Contract Documents, and the written  
22 resolution thereof by Engineer is acceptable to Contractor.
- 23 10. The Contract Documents are generally sufficient to indicate and convey understanding  
24 of all terms and conditions for performance and furnishing of the Work.
- 25 11. Contractor's entry into this Contract constitutes an incontrovertible representation by  
26 Contractor that without exception all prices in the Agreement are premised upon  
27 performing and furnishing the Work required by the Contract Documents.

#### 19 8.02 *Contractor's Certifications*

- 20 A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive  
21 practices in competing for or in executing the Contract. For the purposes of this  
22 Paragraph 8.02:
  - 23 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value  
24 likely to influence the action of a public official in the bidding process or in the Contract  
25 execution;
  - 26 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to  
27 influence the bidding process or the execution of the Contract to the detriment of Owner,  
28 (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive  
Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with  
or without the knowledge of Owner, a purpose of which is to establish Bid prices at  
artificial, non-competitive levels; and

- 1 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons  
2 or their property to influence their participation in the bidding process or affect the  
3 execution of the Contract.

3 8.03 *Standard General Conditions*

- 4 A. Owner stipulates that if the General Conditions that are made a part of this Contract are  
5 EJCDC® C-700, Standard General Conditions for the Construction Contract (2018),  
6 published by the Engineers Joint Contract Documents Committee, and if Owner is the party  
7 that has furnished said General Conditions, then Owner has plainly shown all modifications  
8 to the standard wording of such published document to the Contractor, through a process  
9 such as highlighting or “track changes” (redline/strikeout), or in the Supplementary  
10 Conditions.  
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1           **(B) TRENCHING REQUIREMENTS AND UTILITY RELOCATION.**

2           a. Four Feet (4') Below the Surface. In the event the Project involves digging trenches or  
3           other excavations that extend deeper than four feet (4') below the surface,  
4           CONTRACTOR shall:

5           i. Promptly, and before the following conditions are disturbed, notify  
6           COUNTY, in writing, of any:

7           1. Material that CONTRACTOR believes may be material that is  
8           hazardous waste, as defined in Health & Safety Code §25117, that is  
9           required to be removed to a Class I, Class II or Class III disposal site  
10          in accordance with provisions of existing law;

11          2. Subsurface or latent physical conditions at the site differing from those  
12          indicated by information about the site made available to bidders prior  
13          to the deadline for submitting bids; and

14          3. Unknown physical conditions at the site of any unusual nature,  
15          different materially from those ordinarily encountered and generally  
16          recognized as inherent in work of the character provided for in the  
17          Agreement.

18          ii. In response to any written notice generated pursuant to Subparagraph 4.1.1,  
19          COUNTY shall promptly investigate the conditions, and if it finds that the  
20          conditions do materially so differ, or do involve hazardous waste, and cause a  
21          decrease or increase in CONTRACTOR's cost of, or the time required for,  
22          performance of any part of the Work, COUNTY shall issue a change order  
23          under the procedures described in this Agreement.

24          iii. In the event that a dispute arises between COUNTY and CONTRACTOR  
25          whether the conditions materially differ, or involve hazardous waste, or cause  
26          a decrease or increase in CONTRACTOR's cost of, or time required for,  
27          performance of any part of the Work, CONTRACTOR shall not be excused  
28          from any scheduled completion date provided for by this Agreement, but shall

1 proceed with all Work to be performed under this Agreement.  
2 CONTRACTOR shall retain any and all rights provided either by contract or  
3 by law which pertain to the resolution of disputes and protests between the  
4 Parties.

5 b. Trenching Requirements – Project in Excess of Twenty-Five Thousand Dollars  
6 (\$25,000) and Five Feet (5') Below the Surface. For projects involving both an  
7 estimated expenditure in excess of twenty-five thousand dollars (\$25,000) and the  
8 excavation of any trench five feet (5') or more in depth, CONTRACTOR shall submit  
9 a detailed plan showing the design of shoring, bracing, sloping or other provisions to  
10 be made for worker protection from the hazard of caving ground during the  
11 excavation of such trench. The plan must be accepted by COUNTY (or by a  
12 registered civil or structural engineer, employed by COUNTY, to whom authority to  
13 accept has been delegated) in advance of excavation. If such plan varies from the  
14 shoring system standards, the plan shall be prepared by a registered civil or structural  
15 engineer. Nothing in this Paragraph shall allow CONTRACTOR to use a shoring,  
16 sloping, or protective system less effective than that required by California  
17 Construction Safety Orders. Further, nothing in this Paragraph shall be construed to  
18 impose tort liability on COUNTY or any of its employees.

19 c. Utilities Relocation. In the event that CONTRACTOR, in the scope of work,  
20 encounters utilities not shown on COUNTY'S plans, COUNTY shall compensate  
21 CONTRACTOR for utilities relocation work. COUNTY shall also waive liquidated  
22 damages for any delay that occurs as a result of said encounter and/or relocation of  
23 utilities.

24 (C) **CHANGE ORDERS.**

25 a. Change Orders. CONTRACTOR shall make no changes to the Work to be performed  
26 pursuant to this Agreement, including but not limited to additions, deletions,  
27 modifications or substitutions, nor shall CONTRACTOR perform any extra work  
28 (collectively, "Change Order Work") without the prior written consent of COUNTY. If



1 CONTRACTOR encounters conditions it considers different from those described in  
2 **Exhibit “A”** to this Agreement, CONTRACTOR may request a change order in  
3 conformance with COUNTY’s standard procedure (“Change Order”). If COUNTY  
4 approves the request, CONTRACTOR will execute a Change Order and  
5 CONTRACTOR’s execution of the Change Order shall confirm approval thereof.  
6 COUNTY may order additional work, and CONTRACTOR shall perform such changes  
7 in the Work as directed by COUNTY in any Change Order prepared by  
8 CONTRACTOR. COUNTY’s rights to eliminate portions of the Work or to initiate a  
9 Change Order shall not be limited in any way. The Change Order shall be in writing  
10 and shall include:

- 11 i. Any and all supporting documents and drawings depicting the source and  
12 location of the desired change, and explain in detail the field conditions and  
13 reasons for the requested change;
  - 14 ii. Any change or adjustment to the compensation set forth in this Agreement as a  
15 result of changes in the Work based on a lump sum or time and material basis,  
16 as may be directed by COUNTY; and
  - 17 iii. Any request for adjustments to time for completion of the Project.
- 18 b. Payment for Change Order Work. CONTRACTOR shall not be entitled to receive any  
19 compensation for work, labor, materials or changes of any kind, regardless of whether  
20 ordered by COUNTY or any of its representatives, unless a Change Order has been  
21 submitted in writing and approved prior to the commencement of any Change Order  
22 Work as described above. If the changes are required by any inspecting governmental  
23 agencies or utility companies, or are otherwise required to comply with any codes, laws,  
24 rules or regulations, including those set forth in this Agreement, then CONTRACTOR  
25 shall not be entitled to any increases in the compensation set forth in this Agreement or  
26 other compensation as a result of the changes.
- 27 c. Disputed Change Order Work. Any dispute concerning the performance of such Change  
28 Order Work or the amount of compensation to be paid to CONTRACTOR by COUNTY

1 shall not affect CONTRACTOR's obligation to perform such Change Order Work.  
2 CONTRACTOR agrees that it shall timely complete all Change Order Work even if  
3 there shall be a dispute between CONTRACTOR and COUNTY over the amount or  
4 scope of the Change Order Work. CONTRACTOR shall have the right to be  
5 compensated for any undisputed Change Order Work amounts as determined to be  
6 undisputed in COUNTY's sole discretion.

7 d. Authorized Representative. No Change Order shall be valid or binding against  
8 COUNTY unless such Change Order has been executed by COUNTY's designated  
9 representative, who is the Director of Public Works. COUNTY shall notify  
10 CONTRACTOR in writing if the designated representative is changed.

11 e. Limits. When applicable, the authority to execute a Change Order on this Project shall  
12 not exceed the amount allowed by law pursuant to Public Contract Code sections 20137-  
13 20142 et seq. Where Change Orders are in an amount between ten percent (10%) and  
14 twenty-five percent (25%) of the amount set forth in this Agreement and based on a need  
15 for additional quantities due to an increase in the unit quantities required to complete the  
16 project in excess of the COUNTY's Engineer's estimate of unit quantities as set forth in  
17 the Invitation to Bid, CONTRACTOR shall be paid pursuant to Public Contract Code  
18 sections 20143 and 20139 and section 4 of the Standard Specifications, State of  
19 California, Business, Transportation and Housing Agency, May 2006 Issued by the  
20 Department of Transportation ("Caltrans Standard Specifications") referred to in  
21 **Exhibit "A"** and incorporated herein by reference.

22 **(D) REPRESENTATIONS BY CONTRACTOR.**

23 a. CONTRACTOR understands and agrees that COUNTY has limited knowledge in the  
24 construction specified in the description of work. CONTRACTOR has represented itself  
25 to be expert in these fields and understands that COUNTY is relying upon such  
26 representation.

27 b. CONTRACTOR represents and warrants that it is a lawful entity possessing all  
28 required licenses and authorities to do business in the State of California and perform

1 all aspects of this Agreement.

2 c. CONTRACTOR shall not commence any work under this Agreement or provide any  
3 other services, or materials, in connection therewith until CONTRACTOR has  
4 received written authorization from the Director of Public Works, or his/her designee  
5 (“Notice to Proceed”) to do so.

6 d. CONTRACTOR represents and warrants that the people executing this Agreement  
7 on behalf of CONTRACTOR have the authority of CONTRACTOR to sign this  
8 Agreement and bind CONTRACTOR to the performance of all duties and obligations  
9 assumed by CONTRACTOR herein.

10 e. CONTRACTOR represents and warrants that any employee, contractor, subcontractor  
11 and agent who will be performing any of the duties and obligations of CONTRACTOR  
12 herein possess all required licenses and authorities, as well as the experience and  
13 training, to perform such tasks.

14 f. CONTRACTOR represents and warrants that the allegations contained in its Proposal  
15 are true and correct.

16 g. CONTRACTOR understands that COUNTY considers the representations made  
17 herein to be material and would not enter into this Agreement with CONTRACTOR  
18 if such representations were not made.

19 h. Retention and Access of Books and Records. CONTRACTOR represents and  
20 warrants that it shall maintain books, records, documents, reports and other materials  
21 developed under this Agreement as follows:

22 i. CONTRACTOR shall hold and possess as the property of COUNTY all  
23 papers, books, files, correspondence and other records of all kinds which at  
24 any time shall come into its possession or under its control relating only to  
25 services performed by CONTRACTOR under this Agreement for a minimum  
26 period of five (5) years, or for any longer period required by law, from the  
27 date said papers came into the possession of CONTRACTOR pursuant to this  
28 Agreement.

- 1                   ii. Any records or documents required to be maintained by CONTRACTOR  
2                   pursuant to this Agreement shall be made available to COUNTY for  
3                   inspection or audit, at any time during CONTRACTOR’s regular business  
4                   hours provided COUNTY provides CONTRACTOR with seven (7) days  
5                   advanced written or oral notice. Copies of such documents shall, at no cost to  
6                   COUNTY, be provided to COUNTY for inspection at CONTRACTOR’s  
7                   address indicated for receipt of notices under this Agreement.
- 8                   iii. CONTRACTOR shall surrender all papers maintained by CONTRACTOR  
9                   pursuant to Subparagraph 6.8.1 of this Agreement within thirty (30) days of  
10                  termination of this Agreement.
- 11                  iv. CONTRACTOR represents and warrants that it has not been engaged by, nor  
12                  will it be engaged by and owes no duty of performance to any other person or  
13                  entity that would constitute a conflict. For breach or violation of this warranty,  
14                  COUNTY shall amongst other remedies at law, have the right to terminate  
15                  this Agreement without liability, or at its sole discretion, to deduct from the  
16                  Agreement price or consideration, or otherwise recover the full amount of  
17                  such fee, commission, percentage brokerage fee, gift or contingent fee paid or  
18                  received from another entity or person.
- 19                  i. CONTRACTOR shall perform pursuant to this Agreement in accordance with and in  
20                  full compliance with all applicable Federal, State and local statues, rules, regulations  
21                  and policies and procedures, regardless of whether they are expressly set forth in this  
22                  Agreement. It is understood that in the event COUNTY is investigated or audited by  
23                  any State or Federal governmental agency, or any other recognized  
24                  investigative/auditing entity, CONTRACTOR shall fully cooperate with such  
25                  agencies’ reasonable and lawful request for information.

26                  **(E) TERM OF AGREEMENT.**

27                  This Agreement shall commence on the date first written above and shall remain in effect until  
28                  the services provided as outlined in Section 3, (“SCOPE OF WORK TO BE PERFORMED BY

1 CONTRACTOR”), have been completed, unless otherwise terminated as provided for in this  
2 Agreement.

3 **(F) COMPENSATION.**

4 The total compensation payable under this Agreement shall be in accordance with the item prices  
5 incorporated within the Proposal submitted by CONTRACTOR for labor, materials and all other  
6 services related to the performance of this Agreement, attached hereto as **Exhibit “B”** and  
7 incorporated herein as though fully set forth. The total compensation payable under this  
8 Agreement shall not exceed \$ \_\_\_\_\_ (\_\_\_\_\_).

9 **(G) PAYMENT AND RETENTION OF FUNDS.**

10 COUNTY shall pay CONTRACTOR for completed and approved services upon presentation  
11 and approval of its itemized billing, subject to the following.

12 a. Retention.

13 i. In accordance with Cal. Pub. Contract Code §§ 7201 and 9203, COUNTY  
14 shall generally retain five percent (5%) of the total compensation payable  
15 under this Agreement until the Work to be performed has been completed in  
16 accordance with this Agreement, as determined by COUNTY, and payment  
17 in full of all of CONTRACTOR’s subcontractors has been certified.

18 ii. The 5% retention amount may be exceeded if the COUNTY’s Board of  
19 Supervisors has approved a finding, during a properly noticed and normally  
20 scheduled public hearing conducted either prior to or concurrent with  
21 authorizing this Project to go out to bid, that the Project is substantially complex  
22 and therefore requires a higher retention amount than 5%. Should the retention  
23 amount exceed 5% for this Project, then the actual retention amount will be listed  
24 in the Plans and Specifications, along with the findings justifying the increased  
25 retention amount.

26 b. Substitution of Retention.

27 i. CONTRACTOR may elect to substitute securities for any retention of funds by  
28 COUNTY to ensure performance under this Agreement. At the request and

1 expense of CONTRACTOR, securities equivalent to the amount retained shall  
2 be deposited with the COUNTY, or with a state or federally chartered bank in  
3 this state as the escrow agent, who shall then return the securities to  
4 CONTRACTOR once the Work to be performed has been completed in  
5 accordance with this Agreement, as determined by COUNTY, and payment  
6 in full of all of CONTRACTOR's subcontractors has been certified.

7 ii. Alternatively, CONTRACTOR may request and COUNTY shall make payment  
8 of retentions earned directly to the escrow agent at the expense of  
9 CONTRACTOR. CONTRACTOR, at its sole cost and expense, may direct the  
10 investment of the payments into securities, and CONTRACTOR shall receive  
11 the interest earned on the investments upon the same terms provided for in this  
12 Section for securities deposited by CONTRACTOR. Once the Work to be  
13 performed has been completed in accordance with this Agreement, as  
14 determined by COUNTY, and payment in full of all of CONTRACTOR's  
15 subcontractors has been certified, CONTRACTOR shall receive from the  
16 escrow agent all securities, interest, and payments received by the escrow agent  
17 from COUNTY, pursuant to the terms of this Section.

18 iii. Securities eligible for investment under this Section shall include those listed in  
19 Cal. Gov. Code § 16430, bank or savings and loan certificates of deposit,  
20 interest-bearing demand deposit accounts, standby letters of credit, or any other  
21 security mutually agreed to by COUNTY and CONTRACTOR.  
22 CONTRACTOR shall be the beneficial owner of any securities substituted for  
23 retained funds and shall receive any interest thereon.

24 iv. Substitution of securities shall be conducted through an Escrow Agreement  
25 substantially similar to that found in Cal. Pub. Contract Code § 22300(f).

26 v. Notwithstanding any other provision in this Section, substitution of securities is  
27 prohibited where funding for the Project, in whole or in part, will be provided  
28 by the Farmers Home Administration of the United States Department of

1 Agriculture pursuant to the Consolidated Farm and Rural Development Act (7  
2 U.S.C. Sec. 1921 et seq.), or where otherwise disallowed by federal law.

3 **(H) METHOD OF PAYMENT.**

- 4 a. CONTRACTOR shall at any time prior to the fifteenth (15<sup>th</sup>) day of any month,  
5 submit to COUNTY's Director of Public Works or his/her designee, a complete and  
6 accurate written claim for compensation for services performed. The claim shall be  
7 in a format approved by COUNTY. COUNTY shall make no payment prior to the  
8 claims being approved in writing by the Director of Public Works or his/her designee.
- 9 b. After determining that the claim is a proper payment request, the Director of Public  
10 Works, or his/her designee, shall submit to COUNTY's Auditor/Controller  
11 undisputed and properly submitted claims approved for payment within ten (10) days  
12 following the date the claim was submitted to his/her Department.
- 13 c. CONTRACTOR may expect to receive payment within a reasonable time thereafter  
14 and in any event in the normal course of business within thirty (30) days after the  
15 undisputed and properly submitted claim is submitted.
- 16 d. Any claim determined to be an improper payment request shall be returned to  
17 CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt  
18 with a written explanation as to why the claim is an improper request for payment.
- 19 e. In order for prompt payment to be made by COUNTY pursuant to Public Contract Code  
20 §20104.50, CONTRACTOR must properly fill out all written claims for compensation  
21 for services performed.
- 22 f. COUNTY shall pay interest at the legal rate set forth in Code of Civil Procedure  
23 §685.010 in the event payment is not made within thirty (30) days of an undisputed  
24 properly submitted request.

25 **(I) INDEMNIFICATION.**

- 26 a. CONTRACTOR agrees to the fullest extent permitted by law to indemnify, defend,  
27 protect and hold COUNTY and its representatives, officers, directors, designees,  
28 employees, agents, successors and assigns harmless from any and all claims,

1 expenses, liabilities, causes of action, demands, losses, penalties, attorneys' fees and  
2 costs, in law or equity, of every kind and nature whatsoever arising out of or in  
3 connection with CONTRACTOR's negligent acts and omissions or willful  
4 misconduct under this Agreement ("Claims"), whether or not arising from the passive  
5 negligence of COUNTY, but does not include Claims that are finally determined to  
6 be the result of the sole negligence or willful misconduct of COUNTY.

7 b. CONTRACTOR agrees to defend with counsel acceptable to COUNTY, indemnify  
8 and hold COUNTY harmless from all Claims, including but not limited to:

9 i. Personal injury, including but not limited to bodily injury, emotional injury,  
10 sickness or disease or death to persons including but not limited to  
11 COUNTY's representatives, officers, directors, designees, employees, agents,  
12 successors and assigns, subcontractors and other third parties and/or damage  
13 to property of anyone (including loss of use thereof) arising out of  
14 CONTRACTOR's negligent performance of, or willful misconduct  
15 surrounding, any of the terms contained in this Agreement, or anyone directly  
16 or indirectly employed by CONTRACTOR or anyone for whose acts  
17 CONTRACTOR may be liable;

18 ii. Liability arising from injuries to CONTRACTOR and/or any of  
19 CONTRACTOR's employees or agents arising out of CONTRACTOR's  
20 negligent performance of, or willful misconduct surrounding, any of the terms  
21 contained in this Agreement, or anyone directly or indirectly employed by  
22 CONTRACTOR or anyone for whose acts CONTRACTOR may be liable;

23 iii. Penalties imposed upon account of the violation of any law, order, citation,  
24 rule, regulation, standard, ordinance or statute caused by the negligent action  
25 or inaction, or willful misconduct of CONTRACTOR or anyone directly or  
26 indirectly employed by CONTRACTOR or anyone for whose acts  
27 CONTRACTOR may be liable, including but not limited to:

28 1. Any loss of funding, penalties, fees, or other costs resulting from



1 CONTRACTOR's failure to adhere to Disadvantaged Business  
2 Enterprise requirements and/or goals, as determined by COUNTY or  
3 such other lawful entity in charge of monitoring Disadvantaged  
4 Business Enterprise compliance;

5 2. Any loss of funding, penalties, fees, or other costs resulting from  
6 CONTRACTOR's failure to adhere to prevailing wage requirements,  
7 as determined by COUNTY, the California Department of Industrial  
8 Relations, or such other lawful entity in charge of monitoring  
9 prevailing wage compliance;

10 iv. Infringement of any patent rights which may be brought against COUNTY  
11 arising out of CONTRACTOR's work;

12 v. Any violation or infraction by CONTRACTOR of any law, order, citation,  
13 rule, regulation, standard, ordinance or statute in any way relating to the  
14 occupational health or safety of employees; and

15 vi. Any breach by CONTRACTOR of the terms, requirements or covenants of  
16 this Agreement.

17 c. The indemnification provisions of this Agreement shall extend to Claims occurring  
18 after this Agreement is terminated, as well as while it is in force.

19 **(J) INDEPENDENT CONTRACTOR.**

20 a. In all situations and circumstances arising out of the terms and conditions of this  
21 Agreement, CONTRACTOR is an independent contractor, and as an independent  
22 contractor, the following shall apply:

23 b. CONTRACTOR is not an employee or agent of COUNTY and is only responsible  
24 for the requirements and results specified by this Agreement.

25 c. CONTRACTOR shall be responsible to COUNTY only for the requirements and  
26 results specified by this Agreement and except as specifically provided in this  
27 Agreement, shall not be subject to COUNTY's control with respect to the physical  
28 actions or activities of CONTRACTOR in fulfillment of the requirements of this

1 Agreement.

- 2 d. CONTRACTOR is not, and shall not be, entitled to receive from, or through,  
3 COUNTY, and COUNTY shall not provide, or be obligated to provide,  
4 CONTRACTOR with Worker's Compensation coverage or any other type of  
5 employment or worker insurance or benefit coverage required or provided by any  
6 Federal, State or local law or regulation for, or normally afforded to, an employee of  
7 COUNTY.
- 8 e. CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and  
9 COUNTY shall not withhold or pay, on behalf of CONTRACTOR, any tax or money  
10 relating to the Social Security Old Age Pension Program, Social Security Disability  
11 Program, or any other type of pension, annuity, or disability program required or  
12 provided by any Federal, State or local law or regulation.
- 13 f. CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or  
14 make any claim against any COUNTY fringe benefit program, including, but not  
15 limited to, COUNTY's pension plan, medical and health care plan, dental plan, life  
16 insurance plan, or any other type of benefit program, plan, or coverage designated for,  
17 provided to, or offered to COUNTY's employee.
- 18 g. COUNTY shall not withhold or pay, on behalf of CONTRACTOR, any Federal,  
19 State, or local tax, including, but not limited to, any personal income tax, owed by  
20 CONTRACTOR.
- 21 h. CONTRACTOR is, and at all times during the term of this Agreement shall represent  
22 and conduct itself as, an independent contractor, not an employee of COUNTY.
- 23 i. CONTRACTOR shall not have the authority, express or implied, to act on behalf of,  
24 bind or obligate COUNTY in any way without the written consent of COUNTY.

25 **(K) INSURANCE.**

- 26 a. CONTRACTOR hereby agrees at its own cost and expense to procure and maintain,  
27 during the entire term of this Agreement and any extended term therefore, insurance  
28 in a sum acceptable to COUNTY and adequate to cover potential liabilities arising in

1 connection with the performance of this Agreement and in any event not less than the  
2 minimum limit set forth in the “Minimum Insurance Amounts” attachment to the  
3 Plans and Specifications which are incorporated as if set forth fully herein.

4 b. Special Insurance Requirements. All insurance required shall:

- 5 i. Be procured from California admitted insurers (licensed to do business in  
6 California) with a current rating by Best’s Key Rating Guide, acceptable to  
7 COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser  
8 ratings must be approved in writing by COUNTY.
- 9 ii. Be primary coverage as respects COUNTY and any insurance or self-  
10 insurance maintained by COUNTY shall be in excess of CONTRACTOR’s  
11 insurance coverage and shall not contribute to it.
- 12 iii. Name COUNTY as an additional insured on all policies, except Workers’  
13 Compensation, and provide that COUNTY may recover for any loss suffered  
14 by COUNTY by reason of CONTRACTOR’s negligence.
- 15 iv. State that it is primary insurance and regards COUNTY as an additional  
16 insured and contains a cross-liability or severability of interest clause.
- 17 v. Not be canceled, non-renewed or reduced in scope of coverage until after  
18 thirty (30) days written notice has been given to COUNTY. However,  
19 CONTRACTOR may not terminate such coverage until it provides COUNTY  
20 with proof that equal or better insurance has been secured and is in place.  
21 Cancellation or change without the prior written consent of COUNTY shall,  
22 at the option of COUNTY, be grounds for termination of this Agreement.
- 23 vi. If this Agreement remains in effect more than one (1) year from the date of its  
24 original execution, COUNTY may, at its sole discretion, require an increase  
25 in the amount of liability insurance to the level then customary in similar  
26 COUNTY Agreements by giving sixty (60) days notice to CONTRACTOR.

27 c. Additional Insurance Requirements.

- 28 i. COUNTY is to be notified immediately of all insurance claims. COUNTY is

1 also to be notified if any aggregate insurance limit is exceeded.

2 ii. The comprehensive or commercial general liability shall contain a provision  
3 of endorsements stating that such insurance:

- 4 1. Includes contractual liability;
- 5 2. Does not contain any exclusions as to loss or damage to property  
6 caused by explosion or resulting from collapse of buildings or  
7 structures or damage to property underground, commonly referred to  
8 by insurers as the "XCU Hazards";
- 9 3. Does not contain a "pro rata" provision which looks to limit the  
10 insurer's liability to the total proportion that its policy limits bear to  
11 the total coverage available to the insured;
- 12 4. Does not contain an "excess only" clause which requires the  
13 exhaustion of other insurance prior to providing coverage;
- 14 5. Does not contain an "escape clause" which extinguishes the insurer's  
15 liability if the loss is covered by other insurance;
- 16 6. Includes COUNTY as an additional insured; and
- 17 7. States that it is primary insurance and regards COUNTY as an  
18 additional insured and contains a cross-liability or severability of  
19 interest clause.

20 d. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any  
21 insurance policy required by this Agreement, CONTRACTOR shall, if requested by  
22 COUNTY, cause to be given to COUNTY satisfactory evidence that insurance policy  
23 premiums have been paid together with a duplicate copy of the policy or a certificate  
24 evidencing the policy and executed by the insurance company issuing the policy or  
25 its authorized agent.

26 e. Certificates of Insurance. Complete copies of certificates of insurance for all required  
27 coverages including additional insured endorsements shall be attached hereto as  
28 **Exhibit "C"** and incorporated herein as though fully set forth.

1 f. Additional Insurance. Nothing in this, or any other provision of this Agreement, shall  
2 be construed to preclude CONTRACTOR from obtaining and maintaining any  
3 additional insurance policies in addition to those required pursuant to this Agreement.

4 (L) **WORKERS' COMPENSATION CERTIFICATION**.

- 5 a. Prior to the commencement of work, CONTRACTOR shall sign and file with  
6 COUNTY the following certification: "I am aware of the provisions of California  
7 Labor Code §§3700 et seq. which require every employer to be insured against  
8 liability for workers' compensation or to undertake self-insurance in accordance with  
9 the provisions of that code, and I will comply with such provisions before  
10 commencing the performance of the work of this contract."  
11 b. This certification is included in this Agreement and signature of the Agreement shall  
12 constitute signing and filing of the certificate.  
13 c. CONTRACTOR understands and agrees that any and all employees, regardless of  
14 hire date, shall be covered by Workers' Compensation pursuant to statutory  
15 requirements prior to beginning work on the Project.  
16 d. If CONTRACTOR has no employees, initial here: \_\_\_\_\_.

17 (M) **WARRANTY**.

- 18 a. One Year Warranty. CONTRACTOR agrees to provide a one-year warranty for all  
19 of its work and component parts and guarantees that all work shall be performed in a  
20 professional and workman-like manner and be free from defects. CONTRACTOR  
21 guarantees to timely correct all work performed by it under this Agreement which  
22 COUNTY determines to be defective in design, material and/or workmanship within  
23 a period of one (1) year from the date of the completion of the Work. The warranties  
24 set forth in this Agreement shall be in addition to, and not in lieu of, all other statutory  
25 and case law warranties and obligations of CONTRACTOR. CONTRACTOR  
26 expressly agrees that all warranties made by CONTRACTOR, all obligations under  
27 this Agreement and all remedies for breach of such warranties shall survive this  
28 Agreement in the event it is terminated or expires for any reason prior to the running

1 of the full warranty periods listed above.

- 2 b. Materials. All materials furnished by CONTRACTOR shall be new, manufactured  
3 during the current year, of first quality and carrying full manufacturer's warranty.  
4 CONTRACTOR shall be responsible for any expiration of manufacturer or other  
5 warranties of material or equipment being supplied for this Agreement.  
6 CONTRACTOR guarantees that all warranties of material and equipment shall  
7 become effective when the project is accepted by COUNTY's Board of Supervisors,  
8 not at time of installation by CONTRACTOR.
- 9 c. Manufacturers' Warranty Information. CONTRACTOR agrees to promptly provide  
10 such information and maintenance recommendations to COUNTY at the inception of  
11 CONTRACTOR's work to the extent such information is reasonably available.

12  
13 **(N) DEFAULT AND REMEDIES.**

- 14 a. Default. In the event that (i) CONTRACTOR files a petition requesting relief under  
15 any bankruptcy act, or is adjudged as bankrupt, or makes a general assignment for the  
16 benefit of creditors or has a receiver appointed on account of its insolvency, or (ii)  
17 CONTRACTOR refuses or is unable, for whatever reason, to supply enough properly  
18 skilled workers or proper materials to complete the Project, or (iii) CONTRACTOR  
19 fails to follow the directions of COUNTY, or (iv) CONTRACTOR fails to make  
20 prompt payment to its subcontractors and suppliers for materials or labor supplied or  
21 permits any lien to be imposed upon all or any portion of the Project, or (v)  
22 CONTRACTOR disregards any laws or orders of any public or private authority  
23 having jurisdiction over the Work or the Project, or (vi) CONTRACTOR fails to  
24 perform in accordance with any of the terms of this Agreement or breaches any  
25 provision of this Agreement, COUNTY may give notice of such failure or breach to  
26 CONTRACTOR, identifying the failure or breach of this Agreement. Should any  
27 such failure or breach continue for twenty-four (24) hours after delivery of notice  
28 without a good faith effort on the part of CONTRACTOR to commence all necessary

1 corrective action, or should such a breach continue despite CONTRACTOR's efforts  
2 for forty-eight (48) hours, then at that time such failure shall be deemed a default by  
3 CONTRACTOR under this Agreement and COUNTY shall have all rights and  
4 remedies available at law or in equity, including the right to terminate this Agreement.  
5 Without limiting its rights and remedies, COUNTY may then proceed as follows:

6 i. Without terminating this Agreement or the obligations of CONTRACTOR  
7 hereunder as to all of the Work required to be performed or furnished by  
8 CONTRACTOR pursuant to this Agreement, COUNTY may require  
9 CONTRACTOR, at CONTRACTOR's expense, to cure such default(s) as  
10 may exist in the performance of CONTRACTOR's obligations hereunder  
11 within forty-eight (48) hours after such default(s) has/have occurred including  
12 but not limited to repairing, replacing and correcting material or Work  
13 determined by COUNTY to be defective or not complying with the  
14 requirements of this Agreement. Should CONTRACTOR fail to timely  
15 repair, replace and/or correct non-complying or defective materials and  
16 workmanship or otherwise cure its default(s) hereunder, and in the case of  
17 emergencies in which case COUNTY may act immediately if  
18 CONTRACTOR is not available or is not responding, and without further  
19 notice, COUNTY may make required repairs, replacements and other  
20 corrections or otherwise remedy the default by CONTRACTOR pursuant to  
21 the subparagraph below.

22 ii. Without terminating this Agreement or the obligations of CONTRACTOR  
23 hereunder as to all of the Work required to be performed or furnished by  
24 CONTRACTOR pursuant to this Agreement, COUNTY may engage another  
25 contractor to perform such portion of CONTRACTOR's Work required  
26 pursuant to this Agreement or furnish any materials or other items required  
27 hereunder as COUNTY in its sole discretion may deem necessary to avoid  
28 delay in the progress of the Work, and in connection therewith, COUNTY

1 may perform such Work or any portion thereof itself or have the same  
2 performed by others and COUNTY may procure all necessary materials,  
3 equipment or other items required for the continued progress of such Work.  
4 The costs incurred by COUNTY as a result of engaging another contractor  
5 shall be deducted from the compensation payable pursuant to this Agreement  
6 and if COUNTY's costs exceed or may reasonably be anticipated to exceed  
7 the balance of the compensation due to CONTRACTOR for such work, such  
8 excess, or anticipated excess, shall be immediately due and owing from  
9 CONTRACTOR to COUNTY and may be withheld from any funds due to  
10 CONTRACTOR pursuant to this Agreement or any other agreement.

11 iii. COUNTY may terminate CONTRACTOR's right to perform upon written  
12 notice and COUNTY shall then have the option of completing the Work or  
13 any portion thereof by exercise of its interest under the performance bond  
14 issued in favor by CONTRACTOR, or having such Work in whole or in part  
15 be completed by others for CONTRACTOR's account. A calculation shall  
16 take place at the conclusion of the Project wherein to the degree the sum of  
17 COUNTY's costs and any amounts paid to complete the Project exceed the  
18 compensation payable pursuant to this Agreement, then any such excess shall  
19 be immediately due and owing from CONTRACTOR to COUNTY.

20 b. Damages. CONTRACTOR shall be liable for all damages suffered by COUNTY by  
21 reason of CONTRACTOR's default in any provision of this Agreement and the  
22 exercise of COUNTY of its option to terminate this Agreement shall not release  
23 CONTRACTOR of such liability. CONTRACTOR shall have no right to receive any  
24 further payment after a default has occurred until such time as the Work to be  
25 performed by CONTRACTOR pursuant hereto has been completed and accepted by  
26 COUNTY and damages suffered by COUNTY, if any, ascertained. Damages shall  
27 include by way of illustration, but not of exclusion, COUNTY's costs of completing  
28 the Work which exceeds the compensation payable pursuant to this Agreement, other



1 general, liquidated, special or consequential damages, attorney fees and costs.

2 c. Actions After Default. Should COUNTY exercise any of its options, remedies or  
3 rights granted pursuant to the terms of this Agreement in the event of a default by  
4 CONTRACTOR, COUNTY at its sole election may, but shall not be obligated to, use  
5 any materials, supplies, tools or equipment on the work site which belong to  
6 CONTRACTOR to complete the Work required to be completed by CONTRACTOR,  
7 whether such work is completed by COUNTY or by others, and CONTRACTOR  
8 agrees that it shall not remove such materials, supplies, tools and equipment from the  
9 work site unless directed in writing by COUNTY to do so.

10 d. Limit on Force Majeure Damages. CONTRACTOR shall not be responsible for  
11 repairing or restoring damage to work caused by an act of God in excess of five (5)  
12 percent of the contract amount, provided that the work damaged is built in accordance  
13 with accepted and applicable building standards and the plans and specifications of  
14 COUNTY. In the event of such damage, COUNTY may, at its option, elect to  
15 terminate this Agreement. For purposes of this Agreement, an “act of God” shall be  
16 defined as an earthquake in excess of 3.5 on the Richter Scale and a tidal wave.

17 e. Resolution of Claims. COUNTY and CONTRACTOR agree to follow and comply  
18 with the mediation, arbitration, claim, civil action procedure and trial de novo  
19 provisions set forth in California Public Contracts Code §§ 9204 and 20104 –  
20 20104.6.

21 f. No Limitation of Rights. The options and rights granted to COUNTY herein shall  
22 not be deemed as limitations upon the other rights and remedies of COUNTY in the  
23 event of a failure of performance or breach by CONTRACTOR, and COUNTY shall  
24 be entitled to exercise the rights and remedies hereinabove specified and all other  
25 rights and remedies which may be provided in this Agreement or by law or in equity,  
26 either cumulatively or consecutively, and in such order as COUNTY in its sole  
27 discretion shall determine.

28 (O) NON-DISCRIMINATION.

- 1 a. During the performance of this Agreement, CONTRACTOR and its subcontractors  
2 shall not unlawfully discriminate, harass or allow harassment against any employee  
3 or applicant for employment because of sex, race, color, ancestry, religious creed,  
4 national origin, physical disability (including HIV and AIDS), mental disability,  
5 medical condition (cancer), age (over forty (40)), marital status and denial of family  
6 care leave.
- 7 b. CONTRACTOR and its subcontractors shall insure that the evaluation and treatment  
8 of their employees and applicants for employment are free from such discrimination  
9 and harassment.
- 10 c. CONTRACTOR and its subcontractors shall comply with the provisions of the Fair  
11 Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable  
12 regulations promulgated thereunder (California Code of Regulations, Title 2, Section  
13 7285 et seq.).
- 14 d. The applicable regulations of the Fair Employment and Housing Commission  
15 implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of  
16 Title 2 of the California Code of Regulations, are incorporated into this Agreement  
17 by reference and made a part hereof as if set forth in full.
- 18 e. The applicable regulations of Section 504 of the Rehabilitation Act of 1973 (29  
19 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part  
20 hereof as if set forth in full.
- 21 f. CONTRACTOR and its subcontractors shall give written notice of their obligations  
22 under this clause to labor organizations with which they have a collective bargaining  
23 or other agreement.
- 24 g. CONTRACTOR shall include the nondiscrimination and compliance provisions of  
25 this clause in all subcontracts to perform Work under this Agreement.

26 **(P) DISADVANTAGED BUSINESS ENTITY COMPLIANCE.**

- 27 a. When applicable, CONTRACTOR and its subcontractors shall reference and abide  
28 by the guidance and Disadvantaged Business Enterprise (“DBE”) specifications

1 contained in the California Department of Transportation's Standard Specifications.

- 2 b. CONTRACTOR represents and warrants that is has fully read the applicable DBE  
3 requirements pertaining to this Project and has fully and accurately completed any  
4 and all required DBE forms.
- 5 c. CONTRACTOR represents and warrants that it will comply with all applicable DBE  
6 requirements for this Project.
- 7 d. CONTRACTOR shall comply with the applicable DBE provisions attached hereto as  
8 **Exhibit "D"** and incorporated by this reference as though fully set forth herein.
- 9 e. If any state or federal funds are withheld from COUNTY or not reimbursed to  
10 COUNTY due to CONTRACTOR's failure to either comply with the DBE  
11 requirements set forth in the RFP and this Agreement, or to meet the mandatory DBE  
12 goals as determined by COUNTY, Caltrans, the Federal Highway Administration,  
13 and/or any other state or federal agency contributing funds to the Project, then  
14 CONTRACTOR shall fully reimburse COUNTY the amount of funding lost.  
15 COUNTY reserves the right to deduct any such loss in funding from the amount of  
16 compensation due to CONTRACTOR under this Agreement.
- 17 f. In addition to the above, CONTRACTOR's failure to comply with DBE  
18 requirements/goals shall subject it to such sanctions as are permitted by law, which  
19 may include, but shall not be limited to the following:
- 20 i. Termination of this Agreement;
  - 21 ii. Withholding monthly progress payments;
  - 22 iii. Denial of payment for any portion of the Project that was committed at the  
23 time of the execution of this Agreement to be performed by a DBE  
24 subcontractor, but was completed by CONTRACTOR or a substitute non-  
25 DBE subcontractor;
  - 26 iv. Compensatory, special, incidental, liquidated and other damages; and/or
  - 27 v. Designation of CONTRACTOR as "nonresponsible," and disqualification  
28 from bidding on future public works projects advertised by COUNTY.

1           **(Q) PREVAILING WAGE.**

2           a. CONTRACTOR and its subcontractors shall pay all workers employed on the Project  
3           the higher of either the rates determined by the Director of the California Department  
4           of Industrial Relations (“DIR”) or, when applicable, the Davis-Bacon Federal wage  
5           rates as supplemented by the Department of Labor regulations. The Davis-Bacon  
6           Federal wage rates are attached to the RFP. Copies of the State prevailing rate of per  
7           diem wages are on file with the Department of Industrial Relations, Division of  
8           Apprenticeship Standards, 445 Golden Gate Avenue, San Francisco, California, and  
9           at COUNTY’s Department of Public Works, and are available to CONTRACTOR  
10          and any other interested party upon request. CONTRACTOR shall post the prevailing  
11          rate of per diem wages to be posted at the Project site.

12          **b.** CONTRACTOR is responsible for compliance with the provisions herein.

13          **c.** Mandatory Registration with the Department of Industrial Relations – NEW  
14          REQUIREMENTS PURSUANT TO SB 854.

15                  i. CONTRACTOR and its subcontractors shall register with the DIR and pay all  
16                  applicable fees as set forth in Labor Code section 1725.5.

17                  ii. CONTRACTOR and its subcontractors acknowledge that they shall not be  
18                  listed on any bid proposal for a public works project (submitted on or after  
19                  March 1, 2015) unless registered with the DIR pursuant to Labor Code section  
20                  1725.5. The requirements of this section shall apply unless one of the limited  
21                  exceptions provided under Labor Code Section 1771.1(a) applies.

22                  iii. CONTRACTOR and its subcontractors acknowledge that they shall not be  
23                  awarded any contract for public work on a public works project (awarded on  
24                  or after April 1, 2015) unless registered with the DIR pursuant to Labor Code  
25                  section 1725.5.

26                  iv. The Project described herein is subject to compliance monitoring and  
27                  enforcement with the DIR.

28                  v. For further information concerning compliance with SB 854, please visit:

1 <http://www.dir.ca.gov/Public-Works/SB854.html>.

2 d. Cognizance of Violations by County.

- 3 i. CONTRACTOR understands and agrees that COUNTY shall take cognizance  
4 of violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code  
5 committed in the course of the execution of this Agreement, and shall  
6 promptly report any suspected violations to the Labor Commissioner.
- 7 ii. If CONTRACTOR determines as a result of its own investigation that there  
8 has been a violation of Chapter 1 of Part 7 of Division 2 of the California  
9 Labor Code and withholds payment to CONTRACTOR, the procedures in  
10 California Labor Code §1771.6 shall be followed.
- 11 iii. CONTRACTOR may bring an action in a court of competent jurisdiction to  
12 recover from COUNTY the difference between the wages actually paid to an  
13 employee and the wages that were required to be paid to an employee pursuant  
14 to Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties  
15 required to be paid pursuant to Chapter 1 of Part 7 of Division 2 of the  
16 California Labor Code, and costs and attorney's fees related to the action, if  
17 either of the following is true:
- 18 1. COUNTY previously affirmatively represented to CONTRACTOR in  
19 writing, in the call for bids, or otherwise, that the Work was not a  
20 "public work," as defined in Chapter 1 of Part 7 of Division 2 of the  
21 California Labor Code; or
  - 22 2. COUNTY received actual written notice from the Department of  
23 Industrial Relations that the Work is a "public work," as defined in  
24 Chapter 1 of Part 7 of Division 2 of the California Labor Code, and  
25 failed to disclose that information to CONTRACTOR before the bid  
26 opening or award.

27 e. Prevailing Wage Rates and Payroll Records.

- 28 i. CONTRACTOR agrees to comply with §§1775 and 1776 of the California

1 Labor Code relating to the payment of prevailing wage and the maintenance  
2 of certified payroll records and to make the certified payroll records available  
3 for inspection at all reasonable hours at CONTRACTOR's principal  
4 office. The responsibility for compliance with these provisions is fixed with  
5 CONTRACTOR. CONTRACTOR understands and agrees that it shall, as a  
6 penalty to COUNTY, forfeit specific monetary fines for each worker paid less  
7 than the prevailing wage rates as determined by the Labor Commissioner for  
8 the work or craft in which the worker is employed for any Work done pursuant  
9 to this Agreement.

10 ii. *Prevailing Wage Compliance For those Projects subject to DIR Monitoring*  
11 *and Enforcement.* CONTRACTOR has reviewed and agrees to comply with  
12 any applicable provisions for those Projects subject to Department of  
13 Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages.  
14 COUNTY hereby notifies CONTRACTOR that CONTRACTOR is  
15 responsible for complying with the requirements of Senate Bill 854 (SB854)  
16 regarding certified payroll record reporting. Further information concerning  
17 the requirements of SB854 is available on the DIR website located at:  
18 <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

19 iii. CONTRACTOR shall be liable for penalties pursuant to this section when a  
20 subcontractor on the Project fails to pay its workers the general prevailing rate  
21 of per diem wages and any of the following conditions are met:

- 22 1. CONTRACTOR had knowledge of that failure of the subcontractor to  
23 pay the specified prevailing rate of wages to those workers; or
- 24 2. CONTRACTOR fails to comply with the following requirement: The  
25 contract executed between CONTRACTOR and the subcontractor for  
26 the performance of Work on the Project shall include a copy of the  
27 provisions of California Labor Code §§1771, 1775, 1776, 1777.5,  
28 1813 and 1815; and

- 1 3. CONTRACTOR fails to comply with the following requirement:  
2 CONTRACTOR shall monitor the payment of the specified general  
3 prevailing rate of per diem wages by the subcontractor to the  
4 employees, by periodic review of the certified payroll records of the  
5 subcontractor; and
- 6 4. Upon becoming aware of the failure of the subcontractor to pay his or  
7 her workers the specified prevailing rate of wages, CONTRACTOR  
8 shall diligently take corrective action to halt or rectify the failure,  
9 including, but not limited to, retaining sufficient funds due the  
10 subcontractor for work performed on the public works project; and
- 11 5. Prior to making final payment to the subcontractor for Work  
12 performed on the Project, CONTRACTOR shall obtain an affidavit  
13 signed under penalty of perjury from the subcontractor that the  
14 subcontractor has paid the specified general prevailing rate of per diem  
15 wages to his or her employees on the Project and any amounts due  
16 pursuant to California Labor Code §1813.

17 f. Work Day and Work Week Requirements. CONTRACTOR agrees to comply with  
18 §§1810 through 1815 of the California Labor Code and, when applicable, sections  
19 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §3700  
20 et seq., as supplemented by the Department of Labor regulations, which provide that  
21 CONTRACTOR's workers and its subcontractor's workers may not be required or  
22 permitted to work more than eight (8) hours in any one (1) calendar day and forty (40)  
23 hours in any one (1) calendar week. Further, work performed by employees of  
24 CONTRACTOR or its subcontractor in excess of eight (8) hours per day, and forty  
25 (40) hours during any one (1) week, shall be compensated for all hours worked in  
26 excess of eight (8) hours per day at not less than one and one-half (1½) times the basic  
27 rate of pay. The responsibility for compliance with these provisions is fixed with  
28 CONTRACTOR. CONTRACTOR understands and agrees that it shall, as a penalty

1 to COUNTY, forfeit specific monetary fines to COUNTY should CONTRACTOR or  
2 its subcontractors fail to comply with the provisions contained within this Paragraph.

3 g. Apprenticeship Requirements.

4 i. CONTRACTOR agrees to comply with §§1777.5, 1777.6 and 1777.7 of the  
5 California Labor Code relating to the employment of apprentices and to  
6 provide COUNTY with copies of any contract award information and verified  
7 statements of the journeyman and apprentice hours performed pursuant to this  
8 Agreement as required by §1777.5(e). The responsibility for compliance with  
9 these provisions is fixed with CONTRACTOR for all apprenticeable  
10 occupations, where journeymen in the craft are employed on the public work,  
11 in a ratio of not less than one (1) apprentice for each five (5) journeymen  
12 (unless an exemption is granted in accordance with §1777.5) and  
13 CONTRACTOR and its subcontractors shall not discriminate among  
14 otherwise qualified employees as indentured apprentices on any public work  
15 solely on the ground of race, religious creed, color, national origin, ancestry,  
16 sex, or age, except as provided in California Labor Code §3077. Only  
17 apprentices, as defined in California Labor Code §3077, who are in training  
18 under apprenticeship standards and who have signed written apprentice  
19 agreements will be employed on public works in apprenticeable occupations.  
20 This section shall not be enforced if the not-to-exceed amount of this  
21 Agreement set forth and/or incorporated in the “COMPENSATION” Section  
22 is less than thirty thousand dollars (\$30,000).

23 ii. If the Project falls within the jurisdiction of California Labor Code §1777.5,  
24 COUNTY shall, within five (5) days of the award, send a copy of the award  
25 to the Division of Apprenticeship Standards. In addition, COUNTY shall  
26 notify the Division of Apprenticeship Standards of a finding of any  
27 discrepancy regarding the ratio of apprentices to journeymen within five (5)  
28 days of the finding.



1           h. Labor Standards Compliance Requirements.

2           i. It is CONTRACTOR's responsibility to provide all labor compliance  
3           documentation from its subcontractors completely and accurately in a timely  
4           manner. CONTRACTOR is responsible to review promptly and then forward  
5           on all required documentation to COUNTY per the time schedules in the  
6           Labor Compliance Handout. Included with the Labor Compliance Handout,  
7           COUNTY will provide training, documentation requirements, forms, etc., at  
8           the preconstruction conference or at a time designated by COUNTY.

9           ii. In the event, during the review process of labor compliance documentation  
10          from COUNTY's labor compliance monitor, inaccurate, missing or  
11          incomplete information was provided, the labor compliance monitor will  
12          request from CONTRACTOR the items, revisions and documentation needed.  
13          The cost of this additional labor compliance enforcement shall be borne by  
14          CONTRACTOR.

15       **(R) INELIGIBILITY.**

16          a. CONTRACTOR represents and warrants that it and its subcontractors are not  
17          ineligible to work for COUNTY due to violations of Labor Code §§1777.1 and  
18          1777.7.

19          b. If CONTRACTOR is deemed ineligible to perform work on public works projects  
20          pursuant to Labor Code Sections 1777.1 or 1777.7, then CONTRACTOR shall be  
21          prohibited from bidding on, being awarded an agreement for, or performing work as  
22          a subcontractor on this Project, or any other public works project within the state of  
23          California.

24          c.

25       **(S) SIGNAGE REQUIREMENTS.**

26          a. Project Identity Signage. CONTRACTOR is required to provide and install the  
27          required project identity signage as detailed in the Plans and Specifications, in the  
28          size and at the location indicated by the Director of Public Works or his/her designee,

1 and to maintain the signage in good condition for the duration of the Project. The  
2 signage may not be removed until the Notice of Completion is recorded or by written  
3 direction of the Director of Public Works or his/her designee.

4 b. Required Employee Signage and Posters. CONTRACTOR is required to provide and  
5 install the Federal and State required employee posters and the required material  
6 pertaining to the required labor standards provisions are posted (including, but not  
7 limited to, WH-1321, OSHA 3165 and OFCCP-English, EFCCP-Spanish) at the  
8 worksite in a prominent and accessible place.

9 c. Section 3 Compliant Signage. If required by COUNTY, CONTRACTOR is directed  
10 to provide and install the “Offer for Employment” signage as detailed in the Plans and  
11 Specifications in the size and at the location indicated by the Director of Public Works  
12 or his/her designee and to maintain the signage in good condition for the duration of  
13 the Project. The signage may not be removed until the Notice of Completion is  
14 recorded or by written direction of the Director of Public Works or his/her designee.

15 **(T) CONFLICT OF INTEREST AND GRATUITIES.**

16 a. CONTRACTOR agrees that it presently has no interest and shall not acquire any  
17 interest, direct or indirect, which could conflict in any manner or degree with the  
18 performance of services required to be performed under this Agreement.  
19 CONTRACTOR further agrees that in the performance of this Agreement, no person  
20 having any such interest shall be employed.

21 b. CONTRACTOR agrees to designate such person or persons who have responsibility  
22 for carrying out the services under this Agreement and that such person or persons as  
23 may be designated shall take any and all actions necessary to comply with  
24 COUNTY’s Conflict of Interest Code adopted pursuant to California Government  
25 Code §81000 to the extent required thereunder.

26 c. If it is found, after notice and hearing by COUNTY, that gratuities (in the form of  
27 entertainment., gifts, or otherwise) were offered or given by CONTRACTOR, or any  
28 agent or representative of CONTRACTOR, to any officer, employee or agent of

1 COUNTY with a view toward securing a contract or securing favorable treatment  
2 with respect to the awarding or amending or the making of any determinations with  
3 respect to the performance of this Agreement, COUNTY may, by written notice to  
4 CONTRACTOR, terminate the right of CONTRACTOR to proceed under this  
5 Agreement and/or may pursue such other rights and remedies provided by law or  
6 under this Agreement.

7 d. In the event this Agreement is terminated as provided herein, COUNTY shall be  
8 entitled to:

- 9 i. Pursue the same remedies against CONTRACTOR as it could pursue in the  
10 event of a breach of the Agreement by CONTRACTOR; and  
11 ii. As a penalty in addition to any other damages to which it may be entitled by  
12 law, to exemplary damages in an amount (as determined by COUNTY) which  
13 shall be not less than three (3) nor more than ten (10) times the costs incurred  
14 by CONTRACTOR in providing any such gratuities to any such officer,  
15 employee or agent.

16 **(U) HOUSING AND URBAN DEVELOPMENT ACT COMPLIANCE.**

17 When applicable, CONTRACTOR agrees to comply with Section 3 of the Housing and Urban  
18 Development Act of 1968 (42 U.S.C. 3601 et seq.) which provides that to the greatest extent  
19 feasible, CONTRACTOR shall provide job training, employment and contracting opportunities  
20 for low- or very-low income residents in connection with the Project. The responsibility for  
21 compliance with these provisions is fixed with CONTRACTOR.

22 **(V) COPELAND "ANTI-KICKBACK" ACT COMPLIANCE.**

23 When applicable, CONTRACTOR agrees to comply with the Copeland Act  
24 (*18 USC §874* and *40 USC §276c; 29 C.F.R. Part 3*) which precludes CONTRACTOR and its  
25 subcontractors from in any way inducing an employee to give up any part of the compensation  
26 to which he or she is entitled under his or her contract of employment. CONTRACTOR and its  
27 subcontractors shall submit a weekly statement of the wages paid to each employee performing  
28 on covered work during the preceding payroll period. CONTRACTOR understands and agrees

1 that should CONTRACTOR its subcontractors induce an employee working on a covered  
2 contract to give up any part of the compensation to which he or she is entitled, the inducing party  
3 may be subject to a five thousand dollar (\$5,000) fine, or imprisonment for up to five (5) years,  
4 or both. CONTRACTOR also understands and agrees that willful falsification of the statement  
5 of compliance may subject the employer to civil or criminal prosecution and may be cause for  
6 contract termination or debarment. The responsibility for compliance with these provisions is  
7 fixed with CONTRACTOR.

8 **(W) FAIR LABOR STANDARDS ACT COMPLIANCE.**

9 When applicable, CONTRACTOR agrees to comply with the Fair Labor Standards Act of 1938  
10 as amended (29 U.S.C. 201 et seq.) which establishes minimum wage, overtime pay,  
11 recordkeeping, and youth employment standards affecting full-time and part-time workers on the  
12 Project. The responsibility for compliance with these provisions is fixed with CONTRACTOR.

13 **(X) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER**  
14 **RESPONSIBILITY MATTERS.**

15 When applicable, CONTRACTOR agrees to execute a certification regarding debarment,  
16 suspension and other responsibility matters. The responsibility for compliance with this  
17 provision is fixed with CONTRACTOR.

18 **(Y) FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION**  
19 **CONTRACT SPECIFICATIONS.**

20 When applicable, CONTRACTOR agrees to incorporate the notice set forth in paragraph (d) of  
21 41 C.F.R. 60-4.2 relating to the "Equal Opportunity Clause" and the "Standard Federal Equal  
22 Employment Specifications." The responsibility for compliance with this provision is fixed with  
23 CONTRACTOR.

24  
25 **(Z) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

26 When applicable, CONTRACTOR agrees to comply with all applicable standards, orders or  
27 regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.), the Federal Water  
28 Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Presidential Executive Order 11738

1 and Environmental Protection Agency regulations set forth at 40 C.F.R. Part 15.  
2 CONTRACTOR understands and agrees that violations shall be reported to the Federal awarding  
3 agency and the Regional Office of the Environmental Protection Agency. The responsibility for  
4 compliance with these provisions is fixed with CONTRACTOR.

5 (AA) **PROHIBITION ON THE USE OF FEDERAL FUNDS FOR LOBBYING.**

6 When applicable, CONTRACTOR shall file the required certification. Each tier certifies to the  
7 tier above that it will not and has not used Federal appropriated funds to pay any person or  
8 organization for influencing or attempting to influence an officer or employee of any agency, a  
9 member of Congress, officer or employee of Congress, or an employee of a member of Congress  
10 in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.  
11 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in  
12 connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier  
13 up to the recipient. The responsibility for compliance with this provision is fixed with  
14 CONTRACTOR.

15 (BB) **FEDERAL EMPLOYMENT ELIGIBILITY VERIFICATION.**

16 CONTRACTOR shall verify name, date of birth and social security number, along with  
17 immigration information for non-citizens in order to verify the identity and employment  
18 eligibility of both citizen and non-citizen new hires. The responsibility for compliance with this  
19 provision is fixed with CONTRACTOR.

20 (CC) **THE CIVIL RIGHTS, HCD AND AGE DISCRIMINATION ACT ASSURANCES.**

- 21 a. During the performance of this Agreement, CONTRACTOR assures that no  
22 otherwise qualified person shall be excluded from participation or employment,  
23 denied program benefits or be subjected to discrimination based on race, color,  
24 national origin, gender, age or handicap, under any program or activity funded by this  
25 Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the  
26 Housing and Community Development Act of 1974, as amended, and the Age  
27 Discrimination Act of 1975, and all implementing regulations. The responsibility for  
28 compliance with these provisions is fixed with CONTRACTOR.

1 b. CONTRACTOR and its subcontractors shall not discriminate on the basis of race,  
2 color, national origin, or sex in the performance of this Agreement. CONTRACTOR  
3 shall carry out the applicable requirements of 49 C.F.R. Chapter 26 in the award and  
4 administration of Department of Transportation assisted contracts. Failure by  
5 CONTRACTOR to carry out these requirements is a material breach of this  
6 Agreement, which may result in the termination of this Agreement, or such other  
7 remedy as COUNTY deems appropriate. CONTRACTOR shall include the  
8 nondiscrimination and compliance provisions of this Paragraph in all subcontracts to  
9 perform Work under this Agreement.

10 (DD) **FEDERAL EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.**

11 a. CONTRACTOR hereby agrees that it will incorporate or cause to be incorporated  
12 into any contract for construction work, or modification thereof, as defined in the  
13 regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in  
14 whole or in part with funds obtained from the Federal Government or borrowed on  
15 the credit of the Federal Government pursuant to a grant, contract, loan insurance, or  
16 guarantee, or undertaken pursuant to any Federal program involving such grant,  
17 contract, loan, insurance, or guarantee, the following equal opportunity clause. For  
18 the purposes of this Subsection, the term “contractor” shall refer to CONTRACTOR,  
19 and the term “contract” shall refer to this Agreement:

20 *“During the performance of this contract, the Contractor agrees as follows:*

21 (1) *The contractor will not discriminate against any employee or applicant for*  
22 *employment because of race, color, religion, sex, or national origin. The*  
23 *contractor will take affirmative action to ensure that applicants are*  
24 *employed, and that employees are treated during employment, without*  
25 *regard to their race, color, religion, sex, or national origin. Such action*  
26 *shall include, but not be limited to the following: Employment, upgrading,*  
27 *demotion, or transfer, recruitment or recruitment advertising; layoff or*  
28 *termination; rates of pay or other forms of compensation; and selection for*

1 training, including apprenticeship. The contractor agrees to post in  
2 conspicuous places, available to employees and applicants for employment,  
3 notices to be provided by the contracting officer setting forth the provisions  
4 of this nondiscrimination clause.

5 (2) The contractor will, in all solicitations or advertisements for employees  
6 placed by or on behalf of the contractor, state that all qualified applicants  
7 will receive consideration for employment without regard to race, color,  
8 religion, sex, or national origin.

9 (3) The contractor will send to each labor union or representative of workers  
10 with which he has a collective bargaining agreement or other contract or  
11 understanding, a notice to be provided by the agency contracting officer,  
12 advising the labor union or workers' representative of the contractor's  
13 commitments under section 202 of Executive Order 11246 of September 24,  
14 1965, and shall post copies of the notice in conspicuous places available to  
15 employees and applicants for employment.

16 (4) The contractor will comply with all provisions of Executive Order 11246 of  
17 September 24, 1965, and of the rules, regulations, and relevant orders of  
18 the Secretary of Labor.

19 (5) The contractor will furnish all information and reports required by  
20 Executive Order 11246 of September 24, 1965, and by the rules,  
21 regulations, and orders of the Secretary of Labor, or pursuant thereto, and  
22 will permit access to his books, records, and accounts by the contracting  
23 agency and the Secretary of Labor for purposes of investigation to ascertain  
24 compliance with such rules, regulations, and orders.

25 (6) In the event of the contractor's non-compliance with the nondiscrimination  
26 clauses of this contract or with any of such rules, regulations, or orders,  
27 this contract may be canceled, terminated or suspended in whole or in part  
28 and the contractor may be declared ineligible for further Government

1                    *contracts in accordance with procedures authorized in Executive Order*  
2                    *11246 of September 24, 1965, and such other sanctions may be imposed*  
3                    *and remedies invoked as provided in Executive Order 11246 of September*  
4                    *24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as*  
5                    *otherwise provided by law.*

6                    (7)    *the contractor will include the provisions of paragraphs (1) through (7) in*  
7                    *every subcontract or purchase order unless exempted by rules, regulations,*  
8                    *or orders of the Secretary of Labor issued pursuant to section 204 of*  
9                    *Executive Order 11246 of September 24, 1965, so that such provisions will*  
10                   *be binding upon each subcontractor or vendor. The contractor will take*  
11                   *such action with respect to any subcontract or purchase order as may be*  
12                   *directed by the Secretary of Labor as a means of enforcing such provisions*  
13                   *including sanctions for noncompliance: Provided, however, that in the*  
14                   *event the contractor becomes involved in, or is threatened with, litigation*  
15                   *with a subcontractor or vendor as a result of such direction, the contractor*  
16                   *may request the United States to enter into such litigation to protect the*  
17                   *interests of the United States.”*

18                   b. CONTRACTOR further agrees that it will be bound by the above equal opportunity  
19                   clause with respect to its own employment practices when it participates in federally-  
20                   assisted construction work; provided that if CONTRACTOR so participating is a  
21                   State or local government, the above equal opportunity clause is not applicable to any  
22                   agency, instrumentality, or subdivision of such government which does not  
23                   participate in work on or under the Agreement.

24                   c. CONTRACTOR agrees that it will assist and cooperate actively with the  
25                   administering agency and the Secretary of Labor in obtaining the compliance of  
26                   Contractors and subcontractors with the equal opportunity clause and the rules,  
27                   regulations, and relevant orders of the Secretary of Labor, that it will furnish the  
28                   Department and HUD and the Secretary of Labor such information as they may



1 require for the supervision of such compliance, and that it will otherwise assist the  
2 administering agency in the discharge of the agency's primary responsibility for  
3 securing compliance.

4 d. CONTRACTOR further agrees that it will refrain from entering into any contract or  
5 contract modification subject to Executive Order 11246 of September 24, 1965, with  
6 a contractor debarred from, or who has not demonstrated eligibility for, government  
7 contracts and federally-assisted construction contracts, pursuant to the Executive  
8 Order and will carry out such sanctions and penalties for violation of the equal  
9 opportunity clause as may be imposed upon contractors and subcontractors by the  
10 administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the  
11 Executive Order. In addition, CONTRACTOR agrees that if it fails or refuses to  
12 comply with these undertakings, COUNTY may take any or all of the following  
13 actions: Cancel, terminate, or suspend in whole or in part this funding commitment  
14 (contract, loan, grant, insurance, guarantee); refrain from extending any further  
15 assistance to the applicant under the program with respect to which the failure or  
16 refund occurred until satisfactory assurance of future compliance has been received  
17 from such Contractor; and refer the case to the Department of Justice for appropriate  
18 legal proceedings.

19 (EE) **ASSIGNMENT OF CLAIMS – CLAYTON OR CARTWRIGHT ACTS.**

20 CONTRACTOR shall comply with the following provisions regarding the assignment of claims  
21 arising from either the Clayton Act or the Cartwright. For the purposes of this Section, the term  
22 "contractor" shall refer to CONTRACTOR, the term "awarding body" shall refer to COUNTY,  
23 and the term "public works contract" shall refer to this Agreement:

24 *"In entering into a public works contract or a subcontract to supply goods, services, or*  
25 *materials pursuant to a public works contract, the contractor or subcontractor offers and*  
26 *agrees to assign to the awarding body all rights, title, and interest in and to all causes of*  
27 *action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the*  
28 *Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the*

1 *Business and Professions Code), arising from purchases of goods, services, or materials*  
2 *pursuant to the public works contract or the subcontract. This assignment shall be made*  
3 *and become effective at the time the awarding body tenders final payment to the contractor,*  
4 *without further acknowledgment by the parties.”*

5 (FF) **NON-COLLUSION.**

6 CONTRACTOR agrees he/she has executed and submitted with the Bid a Non-Collusion  
7 Affidavit that complies with Cal. Public Code §7106, included in **Exhibit “B”** and incorporated  
8 herein.

9 (GG) **NOTICES AND REPORTS.**

- 10 a. All notices and reports under this Agreement shall be in writing and may be given by  
11 personal delivery or by mailing by certified mail, addressed as follows:

12 COUNTY

13 Imperial County Department of Public Works  
14 Attention: Director  
15 155 South Eleventh Street  
16 El Centro, CA 92243

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_

17 with copies to:

18 Imperial County Executive Office  
19 Attention: County Executive Officer  
20 940 West Main Street, Suite 208  
21 El Centro, CA 92243

22 and:

23 Imperial County Department of Human  
24 Resources and Risk Management  
25 Attention: Director  
26 940 West Main Street, Suite 101  
27 El Centro, CA 92243

- 28 b. Notices and reports under this Agreement may be given by personal delivery or by  
mailing by certified mail at such other address as either Party may designate in a  
notice to the other Party given in such manner. Any notice given by mail shall be  
considered given when deposited in the United States Mail, postage prepaid,  
addressed as provided herein.

1 (HH) **ENTIRE AGREEMENT.**

2 This Agreement contains the entire agreement between COUNTY and CONTRACTOR relating  
3 to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements,  
4 understandings, provisions, negotiations, representations, or statements, either written or verbal.

5 (II) **ASSIGNMENT.**

6 Neither this Agreement nor any duties or obligations hereunder shall be assignable by  
7 CONTRACTOR without the prior written consent of COUNTY.

8 (JJ) **MODIFICATION.**

9 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid  
10 unless the same is in writing and signed by the Party against whom the enforcement of such  
11 modification, waiver, amendment, discharge, or change is or may be sought.

12 (KK) **CAPTIONS.**

13 Captions in this Agreement are inserted for convenience of reference only and do not define,  
14 describe or limit the scope or the intent of this Agreement or any of the terms thereof.

15 (LL) **PARTIAL INVALIDITY.**

16 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void,  
17 or unenforceable, the remaining provisions will nevertheless continue in full force without being  
18 impaired or invalidated in any way.

19 (MM) **GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

20 Words and expressions in the masculine gender include the feminine and neuter genders. Words  
21 and expressions in the singular include the plural and words and expressions in the plural include  
22 the singular. CONTRACTOR as used in this Agreement or in any other document referred to in  
23 or made a part of this Agreement shall likewise include both singular and the plural, a  
24 corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor,  
25 administrator, trustee or in any other representative capacity or any other entity. All covenants  
26 herein contained on the part of CONTRACTOR shall be joint and several if more than one  
27 person, firm or entity executes the Agreement.

28 (NN) **WAIVER.**

1 No waiver of any breach or of any of the covenants or conditions of this Agreement shall be  
2 construed to be a waiver of any other breach or to be consent to any further or succeeding breach  
3 of the same or any other covenant or condition.

4 (OO) **CHOICE OF LAW.**

5 The laws of the State of California shall govern this Agreement. This Agreement is made and  
6 entered into in Imperial County, California. Any action brought by either Party with respect to  
7 this Agreement shall be brought in a court of competent jurisdiction within said County.

8 (PP) **AUTHORITY.**

9 a. Each individual executing this Agreement on behalf of CONTRACTOR represents  
10 and warrants that:

11 i. He/She is duly authorized to execute and deliver this Agreement on behalf of  
12 CONTRACTOR;

13 ii. Such execution and delivery is in accordance with the terms of the Articles of  
14 Incorporation or Partnership, any by-laws or Resolutions of CONTRACTOR  
15 and;

16 iii. This Agreement is binding upon CONTRACTOR in accordance with its  
17 terms.

18 b. CONTRACTOR shall deliver to COUNTY evidence acceptable to COUNTY of the  
19 foregoing within thirty days of execution of this Agreement.

20 (QQ) **COUNTERPARTS.**

21 This Agreement and any subsequent modifications may be executed in any number of  
22 counterparts, each of which when executed shall be an original, and all of which together shall  
23 constitute one and the same Agreement. No counterparts shall be effective until all Parties have  
24 executed a counterpart hereof.

25 (RR) **TIMING.**

26 The Parties agree that time is of the essence in this Agreement.

27 (SS) **REVIEW OF AGREEMENT TERMS.**

28 a. Each Party has had the opportunity to receive independent legal advice from its

1 attorneys with respect to the advisability of making the representations, warranties,  
2 covenants and agreements provided for herein, and with respect to the advisability of  
3 executing this Agreement.

4 b. Each Party represents and warrants to and covenants with the other Party that:

5 i. This Agreement in its reduction to final written form is a result of extensive  
6 good faith negotiations between the Parties and/or their respective legal  
7 counsel; and

8 ii. The Parties and/or their legal counsel have carefully reviewed and examined  
9 this Agreement for execution by said Parties.

10 c. Any statute or rule of construction that ambiguities are to be resolved against the  
11 drafting party shall not be employed in the interpretation of this Agreement.

12 **(TT) APPENDIX E OF THE TITLE VI ASSURANCES.**

13 During the performance of this contract, the CONTRACTOR, for itself, its assignees, and  
14 successors in interest agrees to comply with the following nondiscrimination statutes and  
15 authorities; including but not limited to:

16 48.1. Pertinent Nondiscrimination Authorities:

17 (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq, 78 stat. 252),  
18 (prohibits discrimination on the basis of race, color, national origin); and 49 CFR  
19 Part 21.

20 (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act  
21 of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or  
22 whose property has been acquired because of Federal or Federal-Aid programs  
23 and projects);

24 (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits  
25 discrimination on the basis of sex);

26 (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as  
27 amended, (prohibits discrimination on the basis of disability); and 49 CFR Part  
28 27;

- 1 (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.),  
2 (prohibits discrimination on the basis of age);
- 3 (f) Airport and Airway Improvement Act of 1982, 949 U.S.C. § 4 71, Section 4  
4 7123), as amended, (prohibits discrimination based on race, creed, color, national  
5 origin, or sex);
- 6 (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope,  
7 coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age  
8 Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by  
9 expanding the definition of the terms “programs or activities” to include all the  
10 programs or activities of the Federal-aid recipients, subrecipients and contractors,  
11 whether such programs or activities are Federally funded or not);
- 12 (h) Titles II and III of the Americans with Disabilities Act, which prohibit  
13 discrimination on the basis of disability in the operation of public entities, public  
14 and private transportation systems, places of public accommodation, and certain  
15 testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of  
16 Transportation regulations at 49 C.F.R. parts 37 and 38;
- 17 (i) The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. §  
18 47123) (prohibits discrimination on the basis of race, color, national origin, and  
19 sex);
- 20 (j) Executive Order 12898, Federal Actions to Address Environmental Justice in  
21 Minority Populations and Low-Income Populations, which ensures discrimination  
22 against minority populations by discouraging programs, policies, and activities  
23 with disproportionately high and adverse human health or environmental effects  
24 on minority and low-income populations;
- 25 (k) Executive Order 13166, Improving Access to Services for persons with Limited  
26 English Proficiency, and resulting agency guidance, national origin  
27 discrimination includes discrimination because of limited English proficiency  
28 (LEP). To ensure compliance with Title VI, you must take reasonable steps to

1 ensure that LEP persons have meaningful access to your programs (70 Fed. Reg.  
2 at 74087 to 74100);

- 3 (l) Title IX of the Education Amendment of 1972, as amended, which prohibits you  
4 from discriminating because of sex in education programs or activities (20 U.S.C.  
5 1681 et seq).

6  
7 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first  
8 above written.

9 **County of Imperial**

10 \_\_\_\_\_  
11 By: \_\_\_\_\_  
12 Luis A. Plancarte, Chairman  
13 Imperial County Board of Supervisors

14 \_\_\_\_\_  
15 By: \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_

18 **ATTEST:**

19 By: \_\_\_\_\_  
20 Blanca Acosta,  
21 Clerk of the Board of Supervisors

22 **APPROVED AS TO FORM:**

23 Eric R. Havens,  
24 County Counsel

25 By: \_\_\_\_\_  
26 Mistelle Abdelmagied,  
27 Assistant County Counsel

28 ////

1 Attached to the final signatory page is additional required guarantee language executed by County  
2 Counsel on behalf of one of the funders of the project, USDA Rural Development.

3 **CERTIFICAT OF COUNTY’S ATTORNEY AND AGENCY CONCURRENCE**

4 **Project Name:** Niland County Sanitation District Wastewater Treatment Plant and Collection  
5 System Improvements.

6 **Contractor Name:** \_\_\_\_\_

7 **CERTIFICATE OF COUNTY’S ATTORNEY**

8 I, the undersigned, Mistelle Abdelmagied, the duly authorized and action legal representative of the  
9 **County of Imperial**, do hereby certify as follows:

10 I have examined the attached Agreement(s) and performance and payment bond(s) and the manner of  
11 execution thereof, they have been duly executed by the proper parties acting through their duly  
12 authorized representatives; and that the foregoing agreements constitute valid and legally binding  
13 obligations upon the parties executing the same in accordance with terms, conditions, and provisions  
14 thereof.

14 **Signature:** \_\_\_\_\_  
15 **Name:** Mistelle Abdelmagied  
16 **Title:** Assistant County Counsel  
17 **Date:** \_\_\_\_\_

17 **USDA Rural Development Concurrence**

18 As lender or insurer if funds to defray the costs of this Contract, and without liability for any payments  
19 thereunder, the USDA Rural Development hereby concurs in the form, content, and execution of this  
20 Agreement.

21 **USDA Rural Development Representative Signature:** \_\_\_\_\_  
22 **USDA Rural Development Representative Name:** \_\_\_\_\_  
23 **Date:** \_\_\_\_\_



## USDA CONTRACT LANGUAGE

### ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**Niland County Sanitation District Wastewater Treatment Plant and Collection System Improvements**

### ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The County of Imperial proposed to improve the Niland County Sanitation District Wastewater Treatment Plant that is located in Niland, California along Alcott Road, 2,000 feet west of State Route 111, along with sewer pipelines located along Alcott Road and State Route 111. The Scope of Work includes, but is not limited to the following: Improvements to the existing influent headworks structure, existing aeration pond liners, existing disinfection system facilities, existing site piping, existing site entrance driveway, and existing collection system pipeline; construction of a new effluent pump station, new forcemain pipeline to three (3) new evaporation/infiltration ponds with a total area of 31 acres, new perimeter fencing, new canal water pipeline, and new site specific non-potable water facility.

### ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **The Holt Group, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

### ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially complete within **three hundred thirty six (336)** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **thirty (30)** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$2,500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

**ARTICLE 5—CONTRACT PRICE**

~~5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:~~

- ~~A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).~~

<b>Unit Price Work</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
	<b>All Unit Price Items as incorporated in the Bid Form</b>			\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

~~B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.~~

## **ARTICLE 6—PAYMENT PROCEDURES**

### 6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of seven percent (7%) per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  1. This Agreement.
  2. Bonds:
    - a. Performance Bond (together with power of attorney).
    - b. Payment Bond (together with power of attorney).
  3. Standard General Conditions.
  4. Supplementary Conditions.
  5. Special Conditions.
  6. Technical Specifications.
  7. Specifications as listed in the table of contents of the project manual (copy of list attached).
  8. Drawings (not attached but incorporated by reference) consisting of **50** sheets with each sheet bearing the following general title: **Wastewater Treatment Plant and Collection System Improvements**.
  9. Drawings (not attached but incorporated by reference) consisting of **6** sheets with each sheet bearing the following general title: **Caltrans Sewer Collection System Improvements**.
  10. Addenda (numbers **[number]** to **[number]**, inclusive).
  11. Exhibits to this Agreement (enumerated as follows):
    - a. **Bidding Forms**
  12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.

- c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.