



District Headquarters Security Enhancements

CONTRACT DOCUMENTS AND SPECIFICATIONS

BID OPENING – 2:00 PM, Tuesday, April 7, 2026

Contact: contracts@tdpud.org

Truckee Donner Public Utility District
11570 Donner Pass Road
Truckee, California 96161
(530) 587-3896

TABLE OF CONTENTS

Specification Section	Title
	Title Page
	Table of Contents

DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS OF THE CONTRACT

00030	Notice to Bidders
00100	Instructions to Bidders
00300	Bid Forms
00310	Measurement and Payment
00350	Debarment Certification
00360	IRAN Contracting Act Certification
00370	Public Works Contractor Registration
00435	Certification Bid Bond
00500	Agreement
00600	Performance Bond
00610	Payment Bond
00800	Special Provisions
01010	Summary of Work
01300	Contractor Submittals
01310	Construction Progress Schedule
01450	Permits
01520	Security

SECTION 00030 – NOTICE TO BIDDERS

Notice is hereby given that the Board of Directors of Truckee Donner Public Utility District, Nevada County, California, herein referred to as the "DISTRICT," will receive sealed proposals at the District office, 11570 Donner Pass Road, Truckee, California 96161 until 2:00 p.m. on Tuesday, April 7, 2026, at which time they shall be opened and publicly read for construction of:

DISTRICT HEADQUARTERS SECURITY ENHANCEMENTS

The DISTRICT is interested in bolstering the security and safety protocols of the District Headquarters Facility through the implementation of measure to mitigate intrusion and ballistic threats. The purpose of this project consists of design, engineering, manufacture or procurement, and installation and certification for the implementation of measures to mitigate ballistic and intrusion threats to enhance the security and safety protocols of the TDPUD District Headquarters Facility. The project entails adding Rated UL752 Level 3 ballistic glazing and transoms with a baffled style to promote natural sound transmission and a transom tray mounted on existing countertop at the customer service counter, located inside the lobby at District Headquarters. Ballistic rated products have been used during prior projects and are currently installed in several locations within the District Headquarters facility. The DISTRICT has based product specifications upon currently installed products within the facility. Products of equivalent specification, performance, testing and certification will be considered. Alternate equivalent product or specification submittals must be submitted for prior approval by 4:00pm on Tuesday, March 24, 2026, to the District Office at 11570 Donner Pass Road, Truckee, California, 96161. Alternate equivalent product or specification submittals must receive prior approval by DISTRICT staff for the bid submittal to qualify as a responsive bid. The specifications outlined herein are intended to address all facets involved in the design, manufacture, procurement, and installation of ballistic rated glass, ballistic reinforced walls, a single ballistic rated door to match existing aesthetic, and forced entry film intrusion prevention enhancements on the exterior windows in the lobby area and around the East side of the facility.

The specifications outlined herein are intended to comprehensively address all facets involved in the design, manufacture, procurement, and installation of ballistic rated glass, ballistic reinforced walls, a single ballistic rated door to match existing and intrusion prevention enhancements on the exterior windows in the lobby area and around the East side of the facility. The WORK is outlined in Section 01010 – SUMMARY OF WORK.

- Design and engineering
- Manufacture and procurement
- Installation and certification

The CONTRACTOR shall understand that while construction is in progress normal District operations and public access to the District Headquarters facility will be required. The CONTRACTOR will be required to enclose and protect the construction area to minimize impacts to ongoing facility operation and public service.

Bidding Documents are provided to prospective Bidders to enable them to prepare a Bid. Documents required to be submitted with the Bid are identified in the Section 00100 - Instructions to Bidders.

This project is a public works project and is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR), in accordance with the California Labor Code Section 1770, et seq. No contractor or subcontractor may be listed on a bid for a public works project and no contractor or subcontractor may be awarded a contract for public works unless registered with the DIR, pursuant to Labor Code Section 1725.5.

The successful Bidder shall not pay less than the prevailing rate of per diem wages as determined by the Director of the DIR. Copies of the prevailing rate of per diem wages are on file with the DISTRICT and may also be found on the DIR website at www.dir.ca.gov/dlsr/statistics_research.html. Questions pertaining to predetermined wage rates should be directed to the California Division of Labor Statistics and Research,

No bid will be considered unless it is made on the form provided and accompanied by Certified Check, Cashier's Check, or Bidder's Bond for 10% of the amount of the Bid, made payable to the "Truckee Donner Public Utility District". The above-mentioned check or bid bond shall be given as a guarantee that the Bidder executes the Contract, if it be awarded to it, in conformity with the Contract Documents. If a Bidder's Bond is used, the bond shall be conditioned such that the Bidder will pay the DISTRICT as liquidated damages the amount specified in the bond unless it enters into a Contract in accordance with its Bid and furnishes Performance and Payment Bonds as described below.

Within 15 days after the notification of the Award of the Contract, the successful bidder or bidders will be required to furnish Performance and Payment Bonds in an amount equal to one hundred percent (100%) of the Contract Price. Said bonds shall be secured from a Surety Company satisfactory to the DISTRICT.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the Contract will contain provisions permitting the successful bidder to substitute securities for any moneys withheld by the District to ensure performance under the Contract.

Each Bid must conform to the requirements of the Contract Documents, all of which may be examined at the offices of the DISTRICT: 11570 Donner Pass Road, Truckee, California, 96161. Copies of the Contract Documents may be obtained in electronic format at no charge upon request.

The DISTRICT reserves the right to reject any and all bids, waive any irregularities or informalities in the bidding, be the sole judge of the suitability of the items offered, and to accept any bid that it determines to be in its best interest.

END OF SECTION 00030

SECTION 00100 – INSTRUCTIONS TO BIDDERS

1. NOTICE TO BIDDERS

Truckee Donner Public Utility District, hereinafter referred to as "DISTRICT," advises that sealed bids subject to the conditions contained herein, will be received at the DISTRICT office until 2:00 p.m., Tuesday, April 7, 2026, at which time they shall be opened and publicly read for:

DISTRICT HEADQUARTERS SECURITY ENHANCEMENTS

2. BID FORM

Bidders shall use the bid forms bound in these documents as Bid Forms. Each Bid must include the following:

- All pages of the Bid Forms (Section 00300)
- Certification Regarding Debarment and Other Matters (Section 00350)
- Iran Contracting Act Certification (Section 00360)
- Public Works Contractor Registration Certification (Section 00370)
- An acceptable bid security. The form of Bid Bond provided in Section 00435 – Bid Bonds may be used, or the Bidder may use another form of bid security as described in Article 1.5 of this Section.

It is not necessary for the Bidder to submit the entire set of Contract Documents with its bid.

3. DEFINED TERMS

Terms used in the Section 00100 – Instructions To Bidders, Section 00500 – Agreement, Section 00800 – Special Provisions have the meanings assigned to them in Article 1.1 of Section 00800 – Special Provisions.

4. COMPLIANCE WITH CONTRACTOR'S LICENSE LAWS

- A. Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, Bidders must possess licenses issued by the State of California Contractors License Board for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted.
- B. Joint venture Bidders must possess a joint venture license. Each party to a joint venture must be properly licensed for the work of this Project.
- C. The following conditions shall also apply:
 1. No contractor or subcontractor may be listed on a Bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]

2. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; and
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5. BID SECURITY

Each Bid shall be accompanied by a certified or cashier's check payable to the order of the Truckee Donner Public Utility District, for a sum not less than 10% of the amount of the Bid, or accompanied by a Bid Bond on the form attached or other acceptable form in an amount not less than 10% of the amount of the Bid provided by a surety licensed to do business in the State of California and appearing on Treasury Department Circular 570, as amended, conditioned that the Bidder will pay the DISTRICT as liquidated damages the amount specified in the bond unless it enters into a contract in accordance with its Bid and furnishes the insurance certificate, and payment and performance bond herein mentioned, within fifteen (15) days from the date at which it is notified that it is the successful bidder.

6. EXAMINATION OF CONDITIONS

- A. Bidders shall satisfy themselves as to the conditions by personal examination of the Contract Documents and site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the proposed improvements and by other examinations and investigations that they may wish to make as to the nature of the work and the difficulties encountered.
- B. Submitting of a Bid shall constitute affirmation by the Bidder that they have complied with the following:
 1. Carefully examined the Contract Documents.
 2. Visited the site of the Work.
 3. Included in the Bid sum amounts sufficient to cover all items required by the Contract Documents and any applicable permits.
- C. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other documents or the site of the proposed Work shall in no way relieve any Bidder from any obligation with respect to its Bid or the Contract.

7. INTERPRETATION OR CORRECTION OF CONTRACT

- A. The Bidder shall promptly notify the DISTRICT of any ambiguity, inconsistency, or error which they may discover in the Contract, or, if applicable, the site or local conditions.
- B. If the Bidder requires clarification or interpretation of the Contract, they shall make a written request to reach the DISTRICT at least seven (7) days prior to the scheduled bid opening. Questions may be sent via email to contracts@tdpud.org.

- C. Any interpretations, corrections, or changes to the Contract prior to the bid opening shall be made by addenda issued to all Bidders. Each Bidder shall acknowledge receipt of each addendum in the Bid Forms.
- D. Interpretations, corrections, or changes of the Contract prior to Bid opening made in any other manner than as described above will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

8. PRE-BID CONFERENCE

- A. A pre-bid conference will be held at 1:00 p.m. on Tuesday, March 24, 2026. The conference will be held at the District Office at 11570 Donner Pass Road, Truckee, California, 96161.
- B. Attendance at the pre-bid-conference is HIGHLY RECOMMENDED. Representatives of the DISTRICT will be present to discuss the Project. In response to questions arising at the conference, the DISTRICT will issue Addenda as the DISTRICT considers necessary.
- C. ALTERNATE EQUIVALENT APPROVAL: Alternate equivalent product or specification submittals must be submitted for prior approval by 4:00pm on Tuesday, March 24, 2026, to the District Office at 11570 Donner Pass Road, Truckee, California, 96161. ALTERNATE EQUIVALENT product or specification submittals must receive prior approval by DISTRICT staff for the bid submittal to qualify as a responsive bid.
- D. In the event of inclement weather, the DISTRICT reserves the right to change the format of the pre-bid conference. Such changes may include moving the pre-bid conference to an on-line platform such as Teams or Zoom, and/or creating a self-guided tour where interested Bidders may tour the Project site on their own. Any modifications to the pre-bid conference format will be communicated as an Addendum.

9. LISTING OF SUBCONTRACTORS

- A. Bidders shall list, in the Subcontractor List of the Bid Forms, the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of, and the portion of the Work to be performed by, each Subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the contract documents, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The attention of Bidder is directed to Public Contract Code §4100, et seq. (Subletting and Subcontracting Fair Practices Act), related to penalties for use of unauthorized Subcontractors or by making unauthorized substitutions.

10. BIDDER QUALIFICATIONS

- A. Bids will be received from qualified Bidders only. By submitting a Bid, Bidder warrants that it has:
1. Adequate financial resources to accomplish Work required.
 2. Adequate equipment to accomplish Work required.
 3. Personnel with sufficient experience to accomplish Work required.
 4. Sufficient experience in the type of Work proposed.
 5. Not violated public works laws as set forth in Labor Code Section 1777.7 related to apprentice/journeyman ratio.
 6. The appropriate contractors' license for the Work to be performed (P.C.C. §3300), which the DISTRICT has determined to include: C17 Glazing license.
 7. No pending claims regarding performance, failure to deliver, labor violations, etc.
 8. Ability to provide proof of Workers' Compensation, public liability and property damage insurance.

11. NONCOLLUSION AFFIDAVIT

In accordance with Public Contract Code Section 7106, Bidders are required to execute and submit the "Noncollusion Affidavit" included in the Bid Forms.

12. BID FORMS

- A. Bidders are furnished with Section 00300 - Bid Forms. The Bid Forms may contain a schedule of items requesting lump sum prices. It may also state estimated quantities of various kinds of Work to be performed, or materials to be provided, with a schedule of items for which unit prices are required.
- B. The unit prices or lump sum pricing must include full compensation for providing all labor, materials, services, tools, equipment and whatever else is required to perform all work in accordance with the requirements of the Contract Documents.
- C. All Bids must be submitted on the Bid Forms furnished by the DISTRICT, and the Bidder is solely responsible to diligently follow all directions required by the DISTRICT with respect to the completion and submission of the Bid Forms, including these Instructions and as required under the Bid Documents. A Bid not submitted on the form furnished by the DISTRICT, or that does not comply with the DISTRICT's directions with respect to the completion and submission of the Bid Forms, may be considered non-responsive by the DISTRICT in its sole discretion. The DISTRICT reserves all rights to reject any or all Bids, and to waive any minor irregularity in the completion of the Bid Forms, within its sole discretion.

- D. The Bid Forms, and all other Bid Documents shall be executed in accordance with applicable Laws and Regulations, and as required under the Contract Documents, subject to the following:
1. Numbers shall be stated both in writing and in figures where so required.
 2. In case of a difference in written words and figures, the amount stated in written words shall govern.
 3. The completed forms shall be without interlineations, alterations, or erasures.
 4. A correction to mistakes made by Bidder on figures or statements shall be validated with signed initials by the person or persons signing the Bid Forms.
 5. The Bid shall be executed by the person or persons legally authorized to bind the Bidder, as required in Bid Forms.
 6. As stated in Bid Forms, by signing the Bid Forms, Bidder represents that the statements made therein and elsewhere in the Bid Documents are true and correct and subject to penalty of perjury under California law.
- E. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed by the secretary or an assistant secretary.
- F. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- G. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Forms).

13. MANNER OF SUBMITTING BIDS

- A. Prior to submitting Bids, bidders must make sure that:
1. The Bid is complete and signed. All bid submittals shall be “WET” signed for bid submittal to qualify as responsive. The Bid security in the proper amount is attached to the Bid package.
 2. The Bid schedule is complete, and the totals are correct.
 3. The Bidder has acknowledged the receipt of any Addenda.
 4. The Bidder has familiarized itself with all applicable laws and regulations. It is the sole responsibility of the Bidder to ensure that its Bid is received at the proper time and at the proper location. Bids received after the time fixed for receiving them will not be considered.
 5. Late Bids will be returned by the DISTRICT to the Bidder unopened.

6. When submitting a bid, place the complete bid document in a sealed envelope, mark the envelope "Sealed Bid" and mail to DISTRICT HEADQUARTERS SECURITY ENHANCEMENTS BID, Attn. Contracts, Contract Administrator, Truckee Donner PUD, 11570 Donner Pass Road, Truckee, CA 96161. Bid documents shall be submitted in hard copy. All bid documents shall be "WET" signed for bid submittal to qualify as responsive. Bid packages submitted in electronic form shall not be acceptable.

B. The Bidder certifies that in submitting its Bid it has taken into account all conduct which can be reasonably expected arising out of social distancing requirements and changes in the nature of construction means and methods including as arising out of the health and safety directives issued by all applicable governmental agencies and levels (Federal, State and local) due to the COVID-19 pandemic, and related matters. Bidder expressly represents that it has, to the best of its ability, taken all such factors, directives and requirements into account in formulating its Bid for the Work and has satisfied itself that all such costs are included in the total Bid price set forth in its Bid.

14. BID MODIFICATIONS

Bids may be modified up until the time of bid opening. Modifications must be in writing and may be sent in writing only must comply with the bid requirements. Modifications received via telephone, facsimile machine, or electronic mail will not be allowed.

15. BID WITHDRAWAL

Bids may be withdrawn any time prior to the time set for Bid opening only by written request of the Bidder. Withdrawal of a Bid does not prejudice the right of the Bidder to file a new Bid at any time prior to the time fixed for receiving Bids in this Instruction to Bidders. Once Bids are opened, Bids may only be withdrawn in strict accordance with the provisions of Public Contract Code Sections 5100 through 5107. All Bids shall be deemed a firm offer for not less than forty-five (45) days after the date of the Bid opening.

16. POSTPONEMENT OF OPENING

The DISTRICT reserves the right to postpone the time and date of bid opening as the DISTRICT deems necessary. Such postponement will be conveyed to all Bidders by written or facsimile notice which will state the new opening time and date.

17. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid Opening, which may be extended by agreement between the Bidder and the DISTRICT. The DISTRICT may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

18. ENVIRONMENTAL PROVISIONS

It shall be the duty of the Bidder to familiarize itself with, and to comply with applicable environmental laws for the Work.

19. AWARD OF CONTRACT

- A. Bidders must bid all of the items on the Bid Schedule Table. The DISTRICT intends to award one contract for the construction described in the Bid Schedule Table. The lowest Bid will be determined by the DISTRICT based on the following procedure:
1. The lowest bid given in the "Total Amount of Base Bid," Line F, given on the Bid Summary on Page 00300-2 of the Bid Forms shall be determined. If the lowest responsive, responsible bid amount does not exceed the DISTRICT's available funds, then the award shall be based upon that bid.
 2. If the lowest responsive, responsible bid in Article 19.A.1 exceeds the DISTRICT'S available funds, then the lowest bid given in the "Total Amount of the Base Bid" given on the bottom of the Bid Schedule on Page 00300-3 of the Bid Forms shall be determined, and the award shall be based upon that bid.
 3. The District reserves the right to delete the Additive Alternate at its sole discretion, based on the District's needs, availability of funds, and priorities existing at the time of the award.
- B. The DISTRICT reserves the right to reject any and all Bids and to waive any and all irregularities. The DISTRICT reserves the right to reject any nonconforming, nonresponsive, incomplete, unbalanced or conditional Bids.
- C. In evaluating Bids, the DISTRICT will consider whether or not the Bids comply with the prescribed requirements, and include such Alternates, unit prices and other data, as may be required in the Bid Forms and supplements thereto. Further, the DISTRICT may reject any Bid, which, in its opinion, does not accurately reflect the cost to perform the Work. The DISTRICT may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.
- D. In the event that the product of a unit and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.
- E. All quantities stated on the Bid Schedule are estimates only. The DISTRICT in no way guarantees that the actual quantities for Work performed will be equal to or similar to the estimated quantities.
- F. If the Contract is to be awarded, the DISTRICT shall issue a Notice to Award, and the Contract will be awarded to the lowest qualified, responsible and responsive Bidder that in the DISTRICT's judgment will be in the best interests of the Project.

20. INSURANCE

The DISTRICT's requirements for insurance are set forth in Section 00500 - Agreement. The Successful Bidder shall purchase insurance from an insurance company or companies who meet the requirements as set forth in the Contract Documents, including, without limitation, Section 00500 - Agreement.

The Successful Bidder shall procure all insurance required under the Contract Documents and deliver all required insurance certificates to the DISTRICT and Engineer prior to beginning work. In no case will the Notice to Proceed be considered as allowing the Work to begin until the insurance certificates are received by the DISTRICT, even though the Contract Time as stated in the Notice to Proceed will commence to run.

21. SIGNING OF AGREEMENT

When the DISTRICT gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter, the Successful Bidder shall sign and deliver the required number of counterparts of the Agreement together with the required Bonds to the DISTRICT. Within ten (10) days thereafter the DISTRICT will deliver one fully signed counterpart to the Successful Bidder.

22. RETAINAGE

The percentage of retainage that will be withheld from each Progress Payment is set forth in the Agreement. Pursuant to provisions of Section 22300 of the California Public Contract Code, the Bidder may substitute securities for any monies withheld by the DISTRICT to ensure performance of the Work.

23. CONTRACT

The Contract includes the Notice to Contractors, Instructions to Bidders, and Bidding Documents, Agreement, Performance and Payment Bond, Special Provisions, Technical Specifications, Change Orders, Field Orders, Drawings and Addenda and together they are the Contract Documents.

The Agreement, when executed, shall be deemed to include the entire agreement between the parties thereto, and the CONTRACTOR shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent or employee of the DISTRICT or by any other person.

24. TIME OF COMPLETION

Pursuant to the provisions of Section 00500 – Agreement, the Work must be completed by September 30, 2026. It is anticipated that Board of Directors will award a contract at its May 6, 2026, or June 3, 2026, meeting.

25. WAGE RATES

- A. Pursuant to provisions of the California Labor Code, the Director of Industrial Relations has ascertained the prevailing rate of per diem wages in the locality in which the work is to be performed, applicable to the work to be done. Copies of these wage determinations are on file with the DISTRICT.
- B. Bidders shall notify the DISTRICT promptly, in writing, of labor classifications not listed in the prevailing wage determination but necessary for the performance of the Work. When a labor classification not listed in the prevailing wage determination is necessary

for the performance of the Work, the Bidder may be required to pay, for the classifications not listed, the rate applicable to the classification most closely related to that which is not listed.

- C. The Bidder shall pay not less than the prevailing rate of per diem wages determined by the Director of Industrial Relations, and the Bidder shall be responsible for its Subcontractors paying not less than said per diem wages. The Bidder may be subject to penalties for paying less than the prevailing wages pursuant to provisions of California Labor Code, Section 1775.

26. BID PROTEST PROCEDURE

- A. All disputes and/or protests regarding the bidding process shall be subject to the following procedures. In submitting a Bid to the DISTRICT, the Bidder agrees to comply with and to be bound by these procedures.
- B. Any Bid protest must be submitted in writing and received by the DISTRICT before 5:00 p.m. on the fifth (5th) working day following Bid opening ("Bid Protest Deadline").
- C. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation.
- D. The party filing the protest must have actually submitted a Bid for the Work. A subcontractor of a party submitting a Bid for the work may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder but must timely pursue its own protest.
- E. The protest must refer to the specific portion of the Contract Document which forms the basis for the protest.
- F. The protest must include the name, address and telephone number of the person representing the protesting party.
- G. The party filing the protest must, by or before the Bid Protest Deadline, and concurrent with its delivery to the DISTRICT, transmit (via fax or e-mail) a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest, including the protested Bidder. Such parties shall include, without limitation, all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Evidence that the protesting Bidder has complied with this requirement shall be provided at the time the Bid protest is submitted to the DISTRICT.

- H. The protested Bidder may submit a written response to the protest, provided the response is received by the DISTRICT before 5:00 p.m., within five (5) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation, and any materials submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested Bidder.

- I. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to timely comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest including filing a Government Code Claim or legal proceedings.

END OF SECTION 00100

SECTION 00300 – BID FORMS

DISTRICT HEADQUARTERS SECURITY ENHANCEMENTS

ENTER INTO CONTRACT

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

ACCEPTANCE OF TERMS AND CONDITIONS

Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five (45) after the day of Bid opening.

RECEIPT OF ADDENDA

The undersigned Bidder acknowledges receipt of the following Addenda:

- No. 1: _____ signed _____ dated
- No. 2: _____ signed _____ dated
- No. 3: _____ signed _____ dated
- No. 4: _____ signed _____ dated
- No. 5: _____ signed _____ dated
- No. 6: _____ signed _____ dated
- No. 7: _____ signed _____ dated
- No. 8: _____ signed _____ dated
- No. 9: _____ signed _____ dated

BID SCHEDULE

DISTRICT HEADQUARTERS SECURITY ENHANCEMENTS

UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

All applicable sales taxes, State and/or Federal, and any other special taxes, patent rights, or royalties shall be included in the prices quoted in this bid.

DESCRIPTION OF WORK

The DISTRICT is interested in bolstering the security and safety protocols of the District Headquarters Facility through the implementation of measure to mitigate intrusion and ballistic threats. Ballistic rated products have been used during prior years projects and the DISTRICT has based the specifications on products already installed within the facility. Products of equivalent specification, performance, testing and certification will be considered. Alternate equivalent product or specification submittals must be submitted for prior approval by 4:00pm on Tuesday, March 24, 2026, to the District Office at 11570 Donner Pass Road, Truckee, California, 96161. Alternate equivalent product or specification submittals must receive prior approval by DISTRICT staff for the bid submittal to qualify as a responsive bid. The specifications outlined herein are intended to comprehensively address all facets involved in the design, manufacture, procurement, and installation of ballistic rated glass, ballistic reinforced walls, a single ballistic rated door to match existing and intrusion prevention enhancements on the exterior windows in the lobby area and around the East side of the facility. The WORK is outlined in Section 01010 – SUMMARY OF WORK.

BID SUMMARY

DESCRIPTION	BID TOTAL
F. TOTAL AMOUNT OF BASE BID SCHEDULE A - LINE F TOTAL:	\$ _____

BID SCHEDULE A

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL
A	<p align="center">Design Services</p> <ul style="list-style-type: none"> • Ballistic and intrusion mitigation design • Field Measure and Verification • Submittal drawings and product sample submittals • Design Documents • Shop Drawings 	1	LUMP SUM	X	\$ _____
B	<p align="center">Ballistic Door</p> <ul style="list-style-type: none"> • Furnish and install one (1) 3'-0" x 7'-0" UL752 Level 3 wood-core door slab • Offset ballistic vision panel • Ballistic frame system • Hardware prep to reuse existing hardware • Installation & testing 	1	EACH	\$ _____	\$ _____
C	<p align="center">Ballistic Transaction Line Systems (4 systems)</p> <ul style="list-style-type: none"> • Furnish and install UL752 Level-3 ballistic glass protection at main counter and ADA accessible counter • Furnish and install Four (4) - UL752 Level 3 vertical baffle systems for natural sound transmission • Clear satin anodized two-piece channel • Four - Countertop transaction trays • Integration & finishing 	135	SQ. FT.	\$ _____	\$ _____
D	<p align="center">Ballistic Fiberglass Wall Protection</p> <ul style="list-style-type: none"> • Furnish and install UL752 Level 3 fiberglass panels • Installed behind finishes at/under service counter • Cutting, fitting, fastening • Finish prep and coordination with TDPUD Staff 	140	SQ. FT.	\$ _____	\$ _____
E	<p align="center">Forced Entry Film Safety Shield SS800</p> <ul style="list-style-type: none"> • Furnish and install SS800 or equivalent • Installation on 38 window panels (Reference schedule A-1) • Furnish and install wet-glazed perimeter caulk • Clean, prep, application, cure 	1	LUMP SUM from Schedule A-1	X	\$ _____
F	TOTAL AMOUNT OF BID: (A+B+C+D+E)				\$ _____

**SCHEDULE A-1
Forced Entry Film Safety Shield SS800
Window Panel Sub Schedule**

Item No.	Quantity Units	Size (Inches)	Unit Price	Extended Price
1	2	33" x 56"	\$ _____	\$ _____
2	1	34" x 39"	\$ _____	\$ _____
3	7	32" x 39"	\$ _____	\$ _____
4	1	34" x 15"	\$ _____	\$ _____
5	7	32" x 15"	\$ _____	\$ _____
6	2	32" x 59"	\$ _____	\$ _____
7	1	54" x 96"	\$ _____	\$ _____
8	2	26" x 69"	\$ _____	\$ _____
9	2	68" x 26"	\$ _____	\$ _____
10	2	31" x 14"	\$ _____	\$ _____
11	2	31" x 39"	\$ _____	\$ _____
12	2	32.2" x 56.5"	\$ _____	\$ _____
13	2	31" x 14"	\$ _____	\$ _____
14	2	33" x 56"	\$ _____	\$ _____
15	2	33" x 32"	\$ _____	\$ _____
16	1	26" x 69"	\$ _____	\$ _____

ITEM E: Forced Entry Film Safety Shield SS800
Enter this TOTAL in ITEM E on Schedule A
And ITEM E on BID SUMMARY

TOTAL: \$ _____

NOTE: Interior wall finishes (Tongue and Groove and other siding finish), located below and adjacent to the customer service counter will be removed by Truckee Donner PUD staff prior to ballistic security enhancement installation and reinstalled by Truckee Donner PUD staff after ballistic security enhancement installation is complete.

CALIFORNIA CONTRACTOR'S LICENSE AND ENTITY INFORMATION

The terms used in this Bid are defined in the Section 00800 – Special Provisions and the Contract Documents and shall have the same meanings assigned to them. Bidder declares that it will possess a contractor's license of the required classification, valid in the appropriate jurisdiction at the time of contract award.

Contractor's license number(s): _____

License classification(s): _____

License expiration date(s): _____

SUBMITTED on _____, 20_____.

Signature must be an original "wet" signature, digital signatures are not accepted.

Bidder must provide the following information if Bidder is:

An Individual/Sole Proprietorship:

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business Address: _____

Phone Number: () _____ FAX Number: () _____

Email Address of Authorized Representative: _____

A Partnership or LLC:

Partnership or LLC Name: _____ (SEAL)

By: _____
(Signature of general partner or member -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone Number: () _____ FAX Number: () _____

Email Address of Authorized Representative: _____

A Corporation:

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Business address: _____

Date of Qualification to do business is _____

Phone Number: () _____ FAX Number: () _____

Email Address of Authorized Representative: _____

A Joint Venture:

Joint Venture Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone Number: () _____ FAX Number: () _____

Email Address of Authorized Representative: _____

Joint Venture Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone Number: () _____ FAX Number: () _____

Email Address of Authorized Representative: _____

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

BIDDER'S DECLARATION

I declare under penalty of perjury under the laws of the State of California that the statements and representations in this Bid Forms are accurate, true and correct.

Dated _____ at _____, California.

By: _____

Print Name: _____

Title: _____

By signing the Proposal on Page 00300-1, Bidder warrants the following:

NONCOLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

The undersigned declares: I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on: _____ [date], at _____ [city], _____ [state].

SUBCONTRACTOR LIST
(To be submitted with Bid)

Each Bidder shall set forth below with its Bid:

- A. In compliance with the provisions of Sections 4100 to 4114, inclusive, of the California Public Contract Code, and any amendments thereof, the undersigned Bidder lists the name, the location of the place of business, the California contractor's license number and public works contractor registration number issued pursuant to Section 1725.5 of the California Labor Code, and the portion of the Work to be performed by each Subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the contract documents, in an amount in excess of one-half of 1 percent of the prime contractor's total Bid. The Bidder shall only list one Subcontractor for each portion of the Work as is defined by the Bidder in its Bid.

- B. If the Bidder fails to specify a Subcontractor for any portion of the Work as above-stated, or if the Bidder lists more than one Subcontractor for the same portion of the Work, the Bidder agrees to perform that Work itself.

- C. Bidder understands that circumvention of the requirement to list Subcontractors by the device of listing one Subcontractor who will in turn sublet portions constituting the majority of the work is a violation of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1, Chapter 4, of the California Public Contract Code), and shall subject Bidder to the penalties set forth in said Act.

[NOTE: Reproduce page two of the Subcontractor List for additional listings needed beyond the length of this form.]

Subcontractor Name	Location of Subcontractor	
	License Number	
	DIR Registration Number	
	Portion of Work Activity (%)	

Subcontractor Name	Location of Subcontractor	
	License Number	
	DIR Registration Number	
	Portion of Work Activity (%)	
Subcontractor Name	Location of Subcontractor	
	License Number	
	DIR Registration Number	
	Portion of Work Activity (%)	
Subcontractor Name	Location of Subcontractor	
	License Number	
	DIR Registration Number	
	Portion of Work Activity (%)	
Subcontractor Name	Location of Subcontractor	
	License Number	
	DIR Registration Number	
	Portion of Work Activity (%)	

SECTION 00310 - MEASUREMENT AND PAYMENT

PART 1 -- GENERAL

1.1 SCOPE

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefor shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

1.2 MOBILIZATION, SIGNAGE, AND PROTECTION

- A. No measurement shall be made for this item. The CONTRACTOR will be compensated for all mobilization and job set-up costs based on the lump sum price provided in the Bid Schedule.
- B. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various contract items at the project site.
- C. CONTRACTOR shall take all necessary precautions to prevent damage to owner's occupied areas where various system connections or extensions are required, and occupied areas adjacent to new construction. The CONTRACTOR is responsible for damage caused by rain, snow, ice, and wind during demolition.
- D. CONTRACTOR shall provide and install construction signage and barriers required to enclose, contain, and secure the construction area. Construction signage, barriers, and enclosures must be installed in accordance with fire protection, egress requirements and ADA.
- E. CONTRACTOR shall minimize environmental and construction noise impacts to ongoing performance of DISTRICT administration and operations in the adjacent office areas within the facility.
- F. The CONTRACTOR shall maintain on the project site a suitable protected area in which shall be kept copies of Contract Documents, project progress records, etc., which shall be accessible to the DISTRICT during normal working hours.

1.3 PREPARATION AND DEMOLITION OF EXISTING REPAIR AREAS

- A. No measurement shall be made for this item. The CONTRACTOR will be compensated for all costs in this item based on the lump sum price provided in the Bid Schedule. The price given by the CONTRACTOR shall include all labor, equipment, and materials necessary for all WORK in the Contract Documents not covered by the other Bid Items required for successful completion of the project.
- B. Demolition and debris disposal shall be in accordance with the State of California guidelines.
- C. CONTRACTOR shall be responsible for verifying the location of all existing utilities, whether or not shown on the construction drawings.
- D. CONTRACTOR shall notify the project manager if CONTRACTOR discovers a situation where demolition exposes any areas where impacts to the scope of work may be incurred.
- E. CONTRACTOR shall notify the project manager if CONTRACTOR discovers a situation where demolition work may impact District staff during normal business working hours.

1.4 PREPARATION AND INSTALLATION

- A. No measurement shall be made for this item. The CONTRACTOR will be compensated for all costs in this item based on the lump sum price provided in the Bid Schedule. The price given by the CONTRACTOR shall include all labor, equipment, and materials necessary for all WORK in the Contract Documents not covered by the other Bid Items required for successful completion of the project.

1.5 CONSTRUCTION SITE CLEANUP AND DEMOBILIZATION

- A. No measurement shall be made for this item. The CONTRACTOR will be compensated for all costs in this item based on the lump sum price provided in the Bid Schedule. The price given by the CONTRACTOR shall include all labor, equipment, and materials necessary for all WORK in the Contract Documents not covered by the other Bid Items required for successful completion of the project.

1.6 FURNISH AND INSTALL ALL OTHER WORK REQUIRED BY THE CONTRACT DOCUMENTS

- A. No measurement shall be made for this item. The CONTRACTOR will be compensated for all costs in this item based on the lump sum price provided in the Bid Schedule. The price given by the CONTRACTOR shall include all labor, equipment, and materials necessary for all WORK in the Contract Documents not covered by the other Bid Items required for successful completion of the project.

END OF SECTION 00310

**SECTION 00350 – CERTIFICATION REGARDING DEBARMENT
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**
(To be submitted with Bid)

The Bidder certifies to the best of its knowledge and belief that it, and its principals:

- (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (B) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any State or local government entity;
- (C) Have not within a three year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (D) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) or (2) of this certification; and
- (E) Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this Bid or termination of the award.

Name of Bidder

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

END OF SECTION 00350

SECTION 00360 - IRAN CONTRACTING ACT CERTIFICATION

(To be submitted with Bid)
(Public Contract Code Section 2200 et seq.)

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

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

Signed: _____

Titled: _____

Firm: _____

Date: _____

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

END OF SECTION 00360

**SECTION 00370 - PUBLIC WORKS CONTRACTOR REGISTRATION
CERTIFICATION**

(To be submitted with Bid)

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

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

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

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

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

Signature: _____

Name of Bidder: _____

Name: _____

Title: _____

Dated: _____

END OF SECTION 00370

SECTION 00435 – BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

as Principal, and _____

as Surety, are hereby held and firmly bound unto _____

_____ as OWNER in the penal sum of

for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____ 2026.

The Condition of the above obligation is such that whereas the Principal has submitted to

a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

NOW, THEREFORE;

- (A) If said BID shall be rejected, or
- (B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said Contract and for the payment of all persons performing labor and/or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

_____ Principal

_____ Surety

By:

*IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION 00435

SECTION 00500 – AGREEMENT

DISTRICT HEADQUARTERS SECURITY ENHANCEMENTS

This Agreement (“Agreement”) is entered into as of the ____ day of _____ 2026, by and between the Truckee Donner Public Utility District, a local public agency of the State of California (the "DISTRICT") and _____ ("CONTRACTOR").

The parties hereto agree as follows:

1. WORK

Contractor agrees, for the consideration and under the terms and conditions hereinafter set forth, to furnish and transport all necessary labor, materials, tools, implements, and appliances required to perform and completely finish in a workmanlike manner to the satisfaction and approval of DISTRICT, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county and DISTRICT ordinances, rules, and regulations, the Project which is described as follows: District Headquarters Security Enhancements.

2. CONTRACT DOCUMENTS

A. The Contract Documents include the following:

1. Notice to Bidders (Section 00030);
2. Instructions to Bidders (Section 00100);
3. Bid Forms (Section 00300);
4. Noncollusion Affidavit (Section 00300);
5. Subcontractor List (Section 00300);
6. Experience Statement (Section 00300);
7. Measurement and Payment (Section 00310);
8. Certification Regarding Debarment, Suspension and Other Responsibility Matters (Section 00350);
9. Iran Contracting Certification (Section 00360);
10. Public Works Contractor Registration Certification (Section 00370);
11. Bid Bond (Section 00435);
12. Agreement (Section 00500);

13. Performance Bond (Section 00600);
 14. Payment Bond (Section 00610);
 15. Special Provisions (Section 00800);
 16. Addenda numbers ____ through ____, inclusive;
 17. Appendices:
 18. Notice to Proceed; and
 19. Executed Change Orders, if any, which may be effective after the date of this Agreement.
- B. The CONTRACTOR shall keep on the Site a copy of the Contract Documents and shall at all times give the DISTRICT access thereto. The Contract Documents constitute the entire Agreement between the DISTRICT and the CONTRACTOR for the Work, and supersede all prior agreements, written or oral. It is the intent of the Contract Documents to include everything necessary for the proper execution of the Work as a complete functioning facility that serves the intended purpose. The CONTRACTOR shall provide all labor, material, equipment, and services required by the Contract Documents, or that may reasonably be inferred from the Contract Documents, as being required to perform the Work and produce the intended result. Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- C. Whenever two or more standards or requirements appear in the Contract Documents, the highest standard, quality or requirement shall be applied and followed in the performance of the Agreement. In the case of conflict between terms of the Contract Documents, the following order of precedence shall apply:
1. In cases of discrepancy concerning dimension, quantity and location, the Drawings shall take precedence over the Specifications. Explanatory notes on the Drawings shall take precedence over conflicting drawn indications. Large-scale details shall take precedence over smaller scale details and figured dimensions shall take precedence over scaled measurement. Where figures are not shown, scale measurements shall be followed but shall in all cases be verified by measuring actual conditions of Work already in place. In cases of discrepancy concerning application of materials and non-technical requirements over materials, the Specifications shall take precedence over the Drawings.
 2. For all other conflicts between portions or terms of the Contract Documents that cannot be resolved as set forth above, the following order of precedence shall apply:
 - a. Agreement;
 - b. General Conditions;
 - c. Specifications; and

d. Drawings.

3. CONTRACT PRICE

The DISTRICT shall pay to the CONTRACTOR as full compensation for the performance of the Agreement, subject to any additions or deductions as provide din the Contract Documents, and including all applicable taxes and costs, the sum of:

_____ Dollars (\$_____),
hereinafter referred to as the Contract Price.

4. CONTRACT TIME

Time is of the essence in the performance of the Work. The CONTRACTOR agrees to commence work within TEN (10) calendar days of the date stated in the DISTRICT's Notice to Proceed, unless other arrangements are made with the DISTRICT in writing and agrees to carry out the Project at all times with the greatest possible dispatch and to complete the entire Project under this Agreement, as may be amended, no later than September 1, 2026, ("Contract Time"). The CONTRACTOR is referred to Section 00800 - Special Provisions for intermediate milestones. By its signature hereunder, CONTRACTOR agrees that the Contract Time, including with respect to the intermediate milestones set forth in the Special Provisions, is adequate and reasonable to complete the Work, however the time for completion may be extended by written agreement of the DISTRICT due to extraordinary weather conditions.

5. LABOR

A. In addition to any other requirements concerning labor pursuant to the Contract Documents and applicable California and federal law, the CONTRACTOR declares the Work will be conducted pursuant to the following requirements:

1. **Wage Scale.** CONTRACTOR and its subcontractors shall pay not less than the prevailing rate of wages in accordance with the Labor Code, which rates have been determined by the Director of the California Department of Industrial Relations and shall be made available through the DISTRICT, and a copy of which is also included with the Contract Documents, the provisions of which are hereby specified as the rate of prevailing wage to be paid workers on this Project, and the provisions of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. shall be complied with. The CONTRACTOR and each subcontractor shall forfeit as a penalty to the DISTRICT not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him or her, or by any subcontract under him or her, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the CONTRACTOR. CONTRACTOR shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

2. **Payroll Records.** Pursuant to Labor Code Section 1776, the CONTRACTOR and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. CONTRACTOR shall certify under penalty of perjury that records maintained and submitted by CONTRACTOR are true and accurate. CONTRACTOR shall also require subcontractor(s) (s) to certify weekly payroll records under penalty of perjury. In accordance with Labor Code section 1771.4, the CONTRACTOR and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. CONTRACTOR shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR or any subcontractor shall not be marked or obliterated.
 3. In the event of noncompliance with the requirements pertaining to the preparation and submission of certified payroll records, the CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the CONTRACTOR shall forfeit one hundred dollars (\$100.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.
 4. **Hours of Labor.** Eight-hour labor constitutes a legal day's work.
 5. **Apprentices.** In accordance with the provisions of Section 1777.5, 1777.6 and 1777.7 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly registered, apprentices may be employed in the prosecution of the Work. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council.
- B. **Prohibited Employment Discrimination.** Attention is directed to Section 1735 of the California Labor Code, which reads as follows: "No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, mental condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

- C. The CONTRACTOR shall comply strictly with all applicable federal, state, and local requirements relating to the establishment of non-discriminatory practices in hiring and employment. During the performance of this Agreement, the CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religion, color, ethnic group identification, national origin, ancestry, sex, age, physical or mental disability, medical condition, marital status, or sexual orientation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, ethnic group identification, national origin, ancestry, sex, age, physical handicap, mental disability, medical condition, marital status, or sexual orientation. The CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- D. The CONTRACTOR and its Subcontractors shall comply with the provisions of the Civil Rights Act of 1964 (42 United States Code, Section 1983), Executive Orders 11246, 11375 and 11478, the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (California Government Code, Sections 11135-11139.5).
- E. The CONTRACTOR and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- F. The CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- G. Workers' Compensation Insurance. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the CONTRACTOR is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. The undersigned CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation claims or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the Work in this Agreement.
- H. **Security for Compensation.** The CONTRACTOR hereby agrees that the provisions of Section 1775 of the California Labor Code will be complied with. The CONTRACTOR further agrees to secure the payment of compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code.

6. INDEMNITY

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend (with independent counsel approved by the DISTRICT) and hold harmless the DISTRICT, and its directors, officers, employees, agents, representatives, and volunteers (the "Indemnified Parties"), from and against any and all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable

attorneys' fees, court costs and costs of alternative dispute resolution), in law and in equity, of every kind, nature or type that arise out of, pertain to, or relate to the performance of the Work, the CONTRACTOR's operations to be performed under the Contract Documents, the negligence, reckless, or willful misconduct of the CONTRACTOR or the acts or omissions of any employee, agent or subcontractor of the CONTRACTOR regardless of whether or not caused in whole or in part by a party indemnified hereunder (collectively "Claims" for purposes of this section); excepting therefrom only such Claims arising from the sole or active negligence or willful misconduct of the Indemnified Parties or defects in design furnished by those persons. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. The provisions of this paragraph shall survive completion of the Work and/or the termination of this Contract. The provisions of this paragraph are not limited by the provisions of the Contract Documents relating to insurance. The CONTRACTOR's indemnification obligations shall apply to all damages or claims for damages suffered as a result of or by the CONTRACTOR's performance or operations regardless if any insurance is applicable or not.

- B. It is intended that this section shall comply with California Civil Code §§ 2782, et seq., to the extent applicable to the CONTRACTOR's obligations as set forth in this Section. If it is determined by a Court of competent jurisdiction that any aspect of this Section exceeds the restrictions or limitations under California law applicable to indemnity obligations, only that portion which exceeds the restrictions or limitations under California law shall be null and void, and all remaining indemnity obligations shall be fully enforceable to the fullest extent allowed under California law.
- C. In any and all Claims against the Indemnified Parties by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under Workers' or Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- D. The CONTRACTOR's liability to the Indemnified Parties under this Section shall not be limited by any legal limitation on the amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.
- E. The CONTRACTOR's liability insurance shall provide coverage for the CONTRACTOR's defense and indemnification obligations.

7. INSURANCE

The CONTRACTOR shall, at its sole cost, obtain and maintain, in force and effect for the duration of the Agreement, including the Warranty period, insurance that shall protect the CONTRACTOR and its Subcontractors and suppliers, and the DISTRICT against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the CONTRACTOR, its agents, representative, employees or subcontractors and suppliers, and the following specific types of insurance coverages with limits not less than those set forth below, in a company or

companies with a Best's rating of no less than A:VII and admitted to issue insurance in the State of California. Except for Builder's Risk Insurance as provided in this Section or as otherwise may be waived by the DISTRICT, in writing, in its sole discretion, the CONTRACTOR shall require compliance with all other Insurance Requirements as provided in this Section by its lower tier subcontractors.

- A. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory or province having jurisdiction over the CONTRACTOR's employees and Employer's Liability Insurance with limits the greater of the statutory requirements, or \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee. Coverage shall include all work covered under the U.S. Longshoreman's and Harbor Workers' Compensation Act and Jones Act in the event that they are applicable to the Work, or any aspect of the Work. The CONTRACTOR shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation insurance, or otherwise attempt to opt out of the statutory Workers' Compensation system. This insurance shall contain a waiver of subrogation (also known as "Transfer of Rights of Recovery Against Others to Us") against the DISTRICT and its Board members, officers, employees, agents and consultants. The obligations of CONTRACTOR, or its Subcontractors, under this provision shall apply regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer.
- B. Commercial General Liability Insurance (Occurrence Form) at least as broad as ISO Form CG 00 01 12 04, or DISTRICT approved equivalent, with a full defense and indemnity, which shall include, and be subject to, the following:
1. A minimum combined single limit of liability of \$2,000,000 or the limits required by law, whichever is greater for each occurrence for bodily injury and property damage;
 2. A minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability;
 3. A minimum limit of liability of \$1,000,000 each occurrence for products/completed operations liability. The products/completed operations liability shall be maintained in full force and effect for not less than 10 years following completion of any of the CONTRACTOR's work;
 4. A general aggregate limit of not less than \$2,000,000, which shall be provided on a per project basis by means of ISO Form CG 25 03 11 85 or DISTRICT approved equivalent;
 5. XCU coverage for claims arising from explosion, collapse and underground damage;
 6. Contractor Pollution Liability Insurance coverage by the CONTRACTOR for all Work with a minimum limit of liability of not less than \$2,000,000 per occurrence, and \$10,000,000 policy aggregate;
 7. Contractual liability coverage for all oral and written contracts including the indemnity provisions contained herein;

8. Deductibles shall not exceed \$25,000 per occurrence and shall be the sole responsibility of the CONTRACTOR;
 9. Cross Liability, Separation of Insureds endorsement, or coverage for Severability of Interest shall be included;
 10. Claims made policies are not acceptable;
 11. Coverage for Work performed on or within 50 feet of a railroad, by deletion of any limitation or exclusion of coverage on or within 50 feet of a railroad or by a Railroad Protective Liability policy which complies with this Section; and
 12. An endorsement that names the DISTRICT and its directors, officers, employees, agents and consultants as additional insureds. Such endorsement shall be made upon an ISO Endorsement CG 20 10 11 85 or approved equivalent (CG 20 10 04 13 is not equivalent or acceptable), Additional Insured - DISTRICT, Lessees or CONTRACTOR (Form B) and shall state "insurance is primary and all other insurance shall be noncontributory" and shall waive all rights of subrogation against the additional insureds. Any insurance, or self-insurance, maintained by the DISTRICT, its directors, officers, employees, and authorized volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.
- C. Automobile Liability Insurance (Business Auto Coverage, Form CA 00 01) covering use of all owned, non-owned and hired automobiles (Symbol 1) with a minimum combined single limit of liability for bodily injury and property damage of at least \$1,000,000 per occurrence, and shall include, and be subject to, the following:
1. An endorsement that names the DISTRICT and its directors, officers, employees, agents and consultants as additional insureds, states such "insurance is primary and all other insurance shall be noncontributory", and waives all rights of subrogation against the additional insureds. Any insurance, or self-insurance, maintained by the DISTRICT, its directors, officers, employees, and authorized volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.;
 2. (2) Cross Liability, Separation of Insureds endorsement, or coverage for Severability of Interest;
- D. Not Used.
- E. Certificates of Insurance and Endorsements
1. Prior to performing any Work, the CONTRACTOR and its subcontractors shall file with the DISTRICT, Certificates of Insurance in a form satisfactory to the DISTRICT (ACCORD form) along with a copy of all endorsements as required in this Section. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy declaration

pages and endorsement pages, required by these specifications, at any time. Failure to continually satisfy the insurance requirements of the Agreement is a material breach of contract.

2. The certificates shall name each additional insured required by this Agreement, shall state "insurance is primary and all other insurance shall be noncontributory", shall waive all rights of subrogation against the additional insureds; and shall also contain a provision that the DISTRICT shall be notified in writing 30 days before the policies may be canceled or allowed to expire or any reduction in coverage. An additional certificate shall be submitted with the final Application for Payment showing required continuation of coverage beyond the Final and Payment. If CONTRACTOR maintains broader coverage and or/higher limits than the minimums required in the Contract Documents, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the DISTRICT.

8. PERFORMANCE AND PAYMENT BONDS

- A. The CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount equal to the Contract Price as security for the faithful performance and payment of the CONTRACTOR's obligations under the Contract Documents. The Payment Bond shall remain in full force and effect throughout the entire performance of the Work, and within the timelines established under California law to allow a Claimant to assert a claim against the Payment Bond. The Performance Bond shall remain in full force and effect for a period until final completion and final acceptance of all work, or until the expiration of all Warranties as required by the Contract Documents, whichever period may be later. All Bonds shall be in the forms prescribed by law and by the Contract Documents and be executed by Sureties named in the current list of "Certified Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds or Certified Reinsurer Companies Holding Certificates Of Authority As Acceptable Reinsuring Companies" published in Circular 570 (most recent amendment) by the Audit Staff Bureau of Accounts, U.S. Treasury Department(www.fms.treas.gov/c570/index.html) and is admitted to issue bonds in the states in which the Project is located and all Work is performed. If the Surety is declared bankrupt or becomes insolvent or its right to do business is terminated by the state where the Work is located or if it ceases to meet the foregoing listing requirement, the CONTRACTOR shall provide another Bond acceptable to the DISTRICT meeting the stated requirements. All Bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.
- B. Sureties shall specifically waive all rights of notice of and consent to any and all changes, extensions of time, or modifications, deletions, alterations or additions to the terms of the Contract. The CONTRACTOR shall be solely responsible for notifying Sureties of all events that may affect them, and unless the Contract Documents provide otherwise, the DISTRICT bears no obligation to provide any such notification to Surety.

9. WARRANTY

- A. CONTRACTOR warrants that all labor, materials and equipment furnished under the Contract Documents shall be warranted one year. The CONTRACTOR warrants that all materials and equipment is new unless otherwise specified in the Contract Documents;

and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the CONTRACTOR or any subcontractor or supplier.

1. Unless otherwise stated in the Contract Documents, all warranty periods shall begin upon the filing of the Notice of Completion.
2. The CONTRACTOR shall remedy and correct, at its own expense, any damage to real or personal property caused by its work, or that of any subcontractor or supplier.
3. The CONTRACTOR shall furnish the DISTRICT with all warranty documents required pursuant to the Contract Documents as directed by the DISTRICT, and prior to Substantial Completion of the Project.
4. The DISTRICT shall notify the CONTRACTOR, in writing, within a reasonable time after the discovery of any failure, defect, or damage. CONTRACTOR shall within seven (7) calendar days after being notified commence and perform with due diligence all necessary Work to complete or correct the Work at issue. If the CONTRACTOR fails to promptly remedy any defect, or damage, the DISTRICT may, in its sole discretion, exercise its right to replace, repair, or otherwise remedy the defect, or damage at the CONTRACTOR's expense. However, in the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the CONTRACTOR not in accordance with the Contract Documents, the DISTRICT may undertake and the CONTRACTOR and his surety shall be liable to the DISTRICT for the cost thereof expense, and without prior notice, all actions necessary to correct such condition.
5. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under the Contract Documents, the CONTRACTOR shall:
 - a. Obtain for the benefit of the DISTRICT all warranties that would be given in normal commercial practice and/or that are required pursuant to the Contract Documents;
 - b. Require all warranties to be executed, in writing, for the benefit of the DISTRICT; and
 - c. Enforce all warranties for the benefit of the DISTRICT, unless otherwise directed in writing by DISTRICT.
6. The warranty provisions under this Agreement shall in no way limit the DISTRICT's rights under the Contract Documents or otherwise under California law, including without limitation, with respect to patent or latent defects, gross negligence, or fraud. The DISTRICT specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Sections 337.1 or 337.15.
7. **Storage of Materials, Products, and Equipment.** CONTRACTOR shall provide proper storage facilities and exercise such measures, as may be reasonably required by the DISTRICT upon review of CONTRACTOR's storage measures, to

ensure the preservation of the specified quality and fitness of materials, products and equipment to be used in the Work. Stored materials, products and equipment shall be located so as to provide reasonable access for observation by the DISTRICT. In case of suspension of the Work, CONTRACTOR shall store and protect materials and equipment as necessary to maintain the quality, integrity, and availability when performance of the Work is resumed. See Section 001600 for additional details.

10. CHANGES IN THE WORK

- A. **Changes.** No modification, amendment, deviation, or change concerning the Contract Documents will be permitted by the CONTRACTOR without prior written consent of the DISTRICT. However, the DISTRICT, without invalidating the Agreement and with or without notification to the CONTRACTOR's sureties, may order changes in the Work or make changes by altering, adding to, or deducting from the Work, or changes to the Contract Documents to provide for additions, deletions, and revisions or to modify terms and conditions, including changes to the Work, the Contract Price, and/or the Contract Time. Modifications, amendments, deviations, or changes to the Contract Documents may only be authorized by a written Change Order or Work Directive Change.
- B. The CONTRACTOR expressly agrees that it shall not consider any order, instruction, Clarification, Response to a Request for Information or any other communication either written or oral given intentionally or unintentionally by the DISTRICT or any other person as authorization or direction to do work that would cause a change in Contract Time or Contract Price unless it is a Change Order or Work Directive Change signed by the DISTRICT.
- C. **Requests for Quotation.** If a change involving Contract Price or Contract Time is being considered, the DISTRICT will issue a Request for Quotation describing the proposed change. The CONTRACTOR shall submit a quotation within ten (10) days of receipt of a Request for Quotation, or sooner if requested by the DISTRICT so as not to delay or interfere with the progress of the Work, and in accordance with the requirements for determining the cost of changes described in this Article.
- D. **Change Orders.** If the DISTRICT and the CONTRACTOR agree on the change in Contract Price and Contract Time for a proposed change, a Change Order will be issued and signed by the CONTRACTOR and the DISTRICT. An executed Change Order shall be conclusive and constitute a final settlement of the change in Contract Time and Contract Price for the work covered by the Change Order, including, without limitation, the effect of the change on all other portions of the Work completed or not and shall include compensation for all related claims for disruption, impact, delay or extended overhead, if any, that may result from the change. Unless expressly reserved by the CONTRACTOR and agreed to by the DISTRICT, an executed Change Order shall also constitute a waiver by the CONTRACTOR (and its Subcontractors and suppliers, of every tier) of any Claims or potential Claims arising from or concerning all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, any adjustments to the Contract Price, and any and all adjustments to the Contract Time. The CONTRACTOR acknowledges that explicitly included in every Change Order in accordance with this Article is a waiver of Section 1542 of the California Civil Code (as well as under any other state or federal statute or common law principle of similar effect)

which provides as follows: "GENERAL RELEASE; EXTENT A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, must have materially affected his or her settlement with the debtor or released party."

- E. Any change or modification in the Work shall be performed under applicable provisions of the Contract Documents, and the CONTRACTOR shall proceed promptly, unless otherwise provided in the Change Order or Work Directive Change.
- F. **Eliminated Items.** The DISTRICT reserves the right to eliminate any item of Work prior to the award of the Agreement without incurring any obligation to pay therefor. Should any item of the Work be eliminated in its entirety following the award of the Agreement and in the absence of an executed Change Order covering such elimination, payment will be made to the CONTRACTOR for reasonable costs actually incurred, and which are validated by the DISTRICT as being incurred, in connection with such eliminated item of Work but only to the extent that such reasonable costs were incurred prior to the date of notification in writing by the DISTRICT of such elimination.
- G. In the event that a change or modification in the Work results in a reduction of the amount of labor and material to be supplied by the CONTRACTOR, the DISTRICT shall be given a credit equal to the actual value of such labor and materials plus a reasonable amount for the use of tools, materials and reasonable overhead and profit as set forth below; or, in the event that a modification results in an increase in the amount of labor and materials to be supplied by the CONTRACTOR, the DISTRICT shall pay the CONTRACTOR the actual value of such labor materials and equipment plus reasonable overhead and profit as set forth below. Unless otherwise agreed to by the DISTRICT and the CONTRACTOR, or as may otherwise be directed by the DISTRICT, all costs shall be included as unit prices acceptable to the DISTRICT and the CONTRACTOR, lump sum prepared by the CONTRACTOR and found acceptable by the DISTRICT, or by cost accounting pursuant to a Work Directive Change in accordance with this Article.
- H. In the event that the DISTRICT and the CONTRACTOR are unable to agree upon an increase or decrease to the Contract Price and/or modification to the Contract Time pursuant to any change or modification in the Work, the DISTRICT may, in addition to all other rights and remedies it has at law and pursuant to the Contract, take the following actions: (i) issue a written order to the CONTRACTOR to promptly proceed with the Work as directed by the DISTRICT pursuant to a Work Directive Change including, without limitation, on a cost accounting basis (e.g., force account) as set in this Agreement. Any claim by the CONTRACTOR for an increase in the Contract Price or an extension of the Contract Time shall be made in writing and in accordance with the provisions of this Agreement; or (ii) partially terminate the Contract for the items in question, and any such partial termination shall not be interpreted as a breach of contract and shall not give rise to any Claim on behalf of the CONTRACTOR for an adjustment in Contract Price, Contract Time, or both; or (iii) the DISTRICT may proceed to have the items in question performed by its own forces or by others, in its sole discretion.
- I. **Work Directive Change.** To the extent the DISTRICT elects not to issue a Change Order for the performance of Work that the CONTRACTOR contends is changed or modified Work, or if the DISTRICT and the CONTRACTOR have not agreed on the change in Contract Price and/or Contract Time, if any, required for a proposed change, or if time constraints do not permit preparation of an appropriate quotation, the

DISTRICT may, without invalidating the Agreement, order changes or modifications to the Work and direct the CONTRACTOR to proceed accordingly by issuing a Work Directive Change. The CONTRACTOR shall, promptly upon receipt of a Work Directive Change, perform the identified Work as directed, including pursuant to the force account procedures under this Agreement, in strict compliance with the Work Directive Change and the Contract Documents, as expeditiously and timely as possible, and shall submit a complete and specific Claim for any increase in Contract Price or adjustment of Contract Time, or both, within ten (10) calendar days after such Work is performed.

- J. A Work Directive Change shall be used in the absence of total agreement on the terms of a Change Order, and shall be signed by the DISTRICT. If the Work Directive Change provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods at the sole discretion of the DISTRICT:
1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 2. Unit prices stated in the Contract Documents or subsequently agreed upon;
 3. Costs pursuant to the force account basis as set forth in this Agreement; or
 4. Costs to be determined in a manner agreed upon by the DISTRICT and the CONTRACTOR and a mutually acceptable fixed or percentage fee, or as otherwise directed by the DISTRICT.
- K. The amount of credit to be given to the DISTRICT for a deletion or change pursuant to a Work Directive Change that results in a net decrease in the Contract Price shall be based on actual net cost as confirmed by the DISTRICT and the CONTRACTOR's overhead and profit on such costs. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- L. Pending final determination of the total cost of a Work Directive Change, the CONTRACTOR may request payment for the Work completed under the Work Directive Change through an appropriate Application(s) for Payment. The DISTRICT will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the recommended amount that the DISTRICT determines, in their professional judgment, to be reasonably justified, if any.
- M. When the DISTRICT and the CONTRACTOR agree concerning the adjustments in the Contract Price and/or Contract Time, or both, the Work Directive Change shall be converted into a Change Order as promptly as reasonably possible. Change Orders may be issued for all or any part of a Work Directive Change. Failure of the CONTRACTOR to notify the DISTRICT in writing of any disagreement with any proposed adjustment to the Contract Price and/or Contract Time, or both, as applicable, or method for determining them as set forth in a Work Directive Change, within seven (7) days after the date of receipt by the CONTRACTOR of such Work Directive Change shall be deemed to be an agreement by the CONTRACTOR to the proposed adjustment to the Contract Price and/or Contract Time, or both, as applicable, or method for determining them as set forth in such Work Directive Change, and shall constitute a waiver by the CONTRACTOR of any Claims related thereto.

- N. **Information, Interpretations and Minor Changes.** The DISTRICT has the authority to order minor changes in the Work, including interpretations which are consistent with the intent of the Contract Documents. If the CONTRACTOR considers that any minor changes so ordered causes a change in Contract Price or Contract Time, or both, the CONTRACTOR shall notify the DISTRICT in writing within ten (10) calendar days of receipt of the order.
- O. If, after reviewing the CONTRACTOR's objection or response to a minor change, the DISTRICT determines the Work is required by the Contract Documents and does not involve a change in Contract Price or Contract Time, the DISTRICT may direct the CONTRACTOR, in writing, to proceed with the work. If so directed, the CONTRACTOR shall promptly proceed with the work, and should the CONTRACTOR believe it is entitled to see a change in Contract Price or Contract Time, or both, the CONTRACTOR may assert a Claim in accordance with this Agreement, and shall document all costs in accordance with this Article.
- P. **Determining Cost of Changes; Force Account.** The CONTRACTOR's quotations of cost on proposed changes and cost reported for work performed on a cost accounting basis (e.g., force account) shall be determined as the sum of the following:
1. Costs of labor including foremen engaged on the work but not of the Superintendent, field project manager, and other supervisory or support personnel except as provided in Article 11.P.5. Labor costs shall include the cost of social security, old age and unemployment insurance, fringe benefits required by labor agreements and workers' or workmen's compensation insurance;
 2. Costs of materials, supplies and equipment, including cost of transportation, incorporated in the Work;
 3. Rental costs for power tools and special or heavy equipment, except small tools and minor items of equipment, the CONTRACTOR will be paid in accordance with the current edition of "Labor Surcharge and Equipment Rental Rates" published by the State of California, Department of Transportation, Caltrans. No separate payment will be made for the use of small tools and minor items of equipment which cost shall be considered included in the overhead allowance. As used herein, small tools and minor items of equipment shall be individual tools or items of equipment having each a replacement value of \$200 or less;
 4. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the change;
 5. The increased or decreased cost of the CONTRACTOR's supervision and field office personnel but only if the change affects the "critical path" of construction activities and requires a change in Contract Time;
 6. The reasonable cost of any tier of Subcontractors' work computed as required for the CONTRACTOR's work. The mark-up charged by all Subcontractors for overhead and profit shall be the lesser of: i) subject to negotiation, ii) as included in the original Bid for the Work, or iii) an amount not to exceed a cumulative total of 15% of the direct costs of all Work performed by Subcontractor, or by

Subcontractor and its sub-subcontractors where multiple tiers of Subcontractors are involved in the performance of the Work, and

7. For the reasonable Work performed by the CONTRACTOR, the mark-up for overhead, profit and all other costs shall be the lesser of: i) subject to negotiation, ii) as included in the original bid for the Work and contained in escrowed bid documents, or iii) an amount not to exceed: (A) For work self-performed by the CONTRACTOR, a total amount of 15% of the direct costs of the changed work performed; or (B) For work performed by both the CONTRACTOR and its Subcontractors, of all tiers (where the CONTRACTOR and its Subcontractors, of all tiers, participate in the performance of the changed work), a total amount of 20% of the direct costs of the changed work performed.
- Q. Limitations on Markup for Changes.** Where the CONTRACTOR self-performs a change in the Work, the maximum total amount of adjustment to the Contract Price for markup for overhead, profit, and all other costs shall not exceed fifteen percent (15%) of the direct costs of the changed work performed by the CONTRACTOR. Where the CONTRACTOR and its Subcontractors, of all tiers, participate in the performance of a change in the Work, the maximum total amount of adjustment to the Contract Price for markup for overhead, profit, and all other costs shall not exceed twenty percent (20%) of the direct costs of the changed work performed by the CONTRACTOR and its Subcontractors, of all tiers. Work shall be done making the most effective use of labor; materials shall be purchased at the lowest available price and all discounts shall be passed on to the DISTRICT; equipment shall be rented at the most favorable rate available for the term of use required.
- R.** When both additions and deletions are related and pertain to the same Work item and are included in the same Change Order or Work Directive Change, the markup for overhead and profit shall be computed on the net increase, if any.
- S.** The CONTRACTOR shall keep the DISTRICT informed as to when and where work is being performed on a cost accounting basis and shall submit complete auditable records of the cost of such work including daily time sheets signed daily by the DISTRICT.
- T. Contractor Maintenance of Daily Records for Changes.** In the event that the CONTRACTOR is directed to perform any changes to the Work or should the CONTRACTOR encounter conditions which the CONTRACTOR believes would obligate the DISTRICT to adjust the Contract Price and/or the Contract Time, the CONTRACTOR shall maintain detailed records of the cost of such changes on a daily basis and a summary in a daily report supplemented by back-up records. Such records shall include without limitation hourly records for labor and construction equipment, itemized records of materials, including delivery tickets, and equipment used each day in connection with the performance of any change to the Work. In the event that more than one change to the Work is performed by the CONTRACTOR in a calendar day, the CONTRACTOR shall maintain separate records of labor, construction equipment, materials, and equipment for each such change. In the event that any Subcontractor of any tier shall provide or perform any portion of any change to the Work, the CONTRACTOR shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by the CONTRACTOR; such signature shall be deemed the CONTRACTOR's representation and warranty that all information contained therein is true, accurate,

complete, and relates only to the change referenced therein. All records maintained by Subcontractors of any tier, relating to the costs of a change in the Work shall be signed by such Subcontractor's authorized Project Manager or Superintendent as a representation and warranty that all information contained therein is true, accurate, complete, and relates only to the change referenced therein.

- U. **Submission of Daily Records.** All such records shall be delivered to the DISTRICT not later than on the day the Work is performed (same day) for independent verification. The DISTRICT shall attempt to review and reconcile costs of changes on a daily basis. The DISTRICT's signature on the report shall indicate agreement with the information reflected therein, not that the CONTRACTOR is entitled to payment of the costs in the report. If the DISTRICT disagrees with the response, the DISTRICT shall note the areas of disagreement on the report. In the event that the CONTRACTOR shall fail or refuse, for any reason, to maintain or make available for inspection, review and/or reproduction such records, adjustments to the Contract Price or Contract Time, if any, on account of any change to the Work may be deemed waived for that day. The CONTRACTOR's obligation to maintain back-up records hereunder is a material inducement to and in addition to, and not in lieu of, any other CONTRACTOR obligation under the Contract Documents with respect to changes to the Work.
1. Labor. The daily report shall show the names, trade, labor, classifications, and hours worked, for the workers.
 2. Material. The daily report shall describe and list quantities of materials used, attaching delivery tickets.
 3. Equipment. The daily report shall show type of operation, including loading and transportation, if applicable.
 4. Other Services and Expenditures. Other services and expenditures shall be described in such detail in the daily report as the DISTRICT may require.
 5. Cost. The report shall provide dollar values for each category of cost.
- V. Any work or changed work for which the CONTRACTOR may wish to make a Claim shall strictly comply with, and be done in accordance with this Agreement, including, without limitation, the cost accounting (e.g., force account) requirements set forth under this Agreement.
- W. Change in Contract Time Due to Changes in the Work. If the Work required by a Change Order results in an extension of, or adversely affects, the Critical Path of construction tasks under the existing construction schedule and is the sole, unavoidable cause for an increase in the length of time required to complete the Work, the Contract Time will be adjusted accordingly subject to the CONTRACTOR's strict compliance with all requirements of the Contract Documents, including, without limitation Section 00800 - Special Provisions.

11. CLAIMS AND DISPUTE RESOLUTION PROCEDURES

- A. **Notice of Potential Claim.** The CONTRACTOR is not entitled to additional compensation for any cause, including a disagreement, protest, or change, an act or

failure to act by the DISTRICT, or the happening of an event, thing or occurrence, or an adjustment of Contract Price or Contract Time, unless the CONTRACTOR has given the DISTRICT written Notice of Potential Claim (“NOPC”) as required under this Article.

1. The NOPC must clearly describe the nature, circumstances, and basis of the potential claim, and must explain the reasons that the CONTRACTOR believes additional compensation and/or time will or may be due, the nature of the costs and/or time involved, the amount of the potential claim, a request for equitable adjustment, and written and verifiable documentation and support.
 2. Except as otherwise required in the Contract Documents, the CONTRACTOR must promptly provide an NOPC to the DISTRICT upon discovery of concealed or unknown conditions or a disagreement, protest, situation, event, or occurrence that may result in a Claim. This notice must be submitted no more than 7 calendar days after the discovery or occurrence of an event that may be the basis for a Claim for an adjustment of the Contract Price or an extension of Contract Time, or both, or within any time limits specified elsewhere in the Contract Documents, whichever is shorter; failure to do so waives the CONTRACTOR’s right to assert the Claim. Nothing set forth in this Section shall reduce, limit or waive any requirements set forth elsewhere in the Contract Documents, or by law, including without limitation as to the time and manner of any notice.
 3. If costs or time cannot be reasonably determined at the time the NOPC is provided, the NOPC must be amended to include quantified cost and time impacts within 30 days after work has ceased on the event that prompted the NOPC; failure to do so waives the Claim in its entirety. For NOPC events that extend more than 30 days, the CONTRACTOR must provide a monthly accounting of ongoing costs and time impacts by the 5th day of the succeeding month; failure to do so waives the Claim.
- B. **Duty to Mitigate Damages.** The CONTRACTOR is required to undertake all reasonable and practical efforts to mitigate the damaging effects of a potential current or future Claim it perceives as a result of an act or failure to act on the part of the DISTRICT, or as a result of an event, thing or occurrence. Written notice by the CONTRACTOR of a potential Claim does not excuse the CONTRACTOR from pursuing the mitigation of a Claim in good faith and with due diligence. Where possible, or if directed by the DISTRICT, the CONTRACTOR must be prepared to discuss various methods of mitigation with the DISTRICT prior to actual mitigation. The obligation to minimize foreseeable damages requires that the CONTRACTOR use reasonable care and diligence to prevent an unwarranted incurrence of damages from a delay caused by the other party or an unforeseen event. In evaluating a delay, if, in the opinion of the DISTRICT, the delay could have been avoided by due care of the CONTRACTOR, the CONTRACTOR is responsible for the additional costs attributed to the failure to mitigate.
- C. The CONTRACTOR’s Surety or Sureties shall be bound by any award or judgment rendered in any proceeding arising from the Project or undertaken in accordance with the Contract Documents. Further, the CONTRACTOR’s Surety or Sureties shall be bound by and subject to the CONTRACTOR’s Surety or Sureties shall, at the request of the DISTRICT (or the CONTRACTOR), participate in any dispute resolution proceedings, including mediation or litigation, that occur pursuant to the Contract Documents.

- D. The DISTRICT and the CONTRACTOR intend that any disputes or differences between the DISTRICT and the CONTRACTOR arising under the Agreement or concerning the Contract Documents be brought to the attention of the DISTRICT at the earliest possible time in order that such matters may be addressed and/or settled, if possible, or other appropriate action promptly taken. The DISTRICT and the CONTRACTOR agree to initially strive to resolve all disputes amicably and in an informal manner as provided for in the Contract Documents. If the resolution of any dispute involves a change in the Work, increase or decrease in the Contract Price, or adjustment in the Contract Time, then the informal dispute resolution shall be documented and confirmed by a Change Order pursuant to the Contract Documents. Informal discussions or negotiations with the DISTRICT or its representatives concerning informal resolution of a dispute shall not toll or suspend the times associated with pursuing a Claim provided herein, unless so provided by the DISTRICT in writing.
- E. The CONTRACTOR shall not be entitled to an increase in Contract Price, or adjustment of Contract Time, or both, for claimed extra work (or otherwise on account of any claim, cause, act, failure to act, or happening of any event or occurrence) unless the DISTRICT has issued a Change Order pursuant to the Contract Documents, or a Claim has been timely filed and approved pursuant to the Contract Documents. If the CONTRACTOR fails to timely file a written Claim in accordance with the Contract Documents, then the CONTRACTOR shall be deemed to have waived any right or remedy to thereafter pursue the Claim against the DISTRICT in any administrative, arbitration or litigation proceeding.
- F. Claims. "Claim" or "Claims" means a separate written demand by the CONTRACTOR for one or more of the following:
1. An extension of Contract Time, including, without limitation, for relief from damages or penalties for delay assessed by the DISTRICT under the Contract for the Project;
 2. Payment by the DISTRICT of money or damages arising from work done by, or on behalf of, the CONTRACTOR which shall result in an increase to the Contract Price, and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; and/or
 3. Payment of any amount that is disputed by the DISTRICT.
- G. **Requirements for Filing of Claim; Contents; Filing Deadline.** The CONTRACTOR may file a Claim with the DISTRICT. A Claim must (a) be in writing; (b) be labeled or clearly indicated as a Claim under the Agreement; (c) set forth in detail the reasons why the CONTRACTOR believes an adjustment to the Contract Price and/or Contract Time is or may be due, the nature of the costs and time issues involved, and, insofar as possible, the total amount of the Claim; (d) include (or reference earlier provided) documents that support and substantiate the Claim, including, without limitation complete documented costs of doing the Work for which it is making a Claim submitted in accordance with the requirements of the Contract Documents; and (e) include the following certification, properly completed and executed by CONTRACTOR or any officer of CONTRACTOR:

I, _____, BEING THE _____
 (must be a project manager or officer) OF _____ (CONTRACTOR),

DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND I DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT AND/OR CONTRACT TIME EXTENSION REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE DISTRICT IS LIABLE; AND FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ., PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

- H. A Claim must be submitted to the DISTRICT within the following Claim filing deadlines: (a) if a deadline is set forth in the Contract Documents for filing of the particular Claim, then the Claim must be filed by the specified time; (b) if the Claim relates to extra, additional or unforeseen work for which the CONTRACTOR intends to demand an adjustment to the Contract Price or Contract Time, or both, written notice shall be given to the DISTRICT at least five (5) days prior to the time that the CONTRACTOR is to commence performance of the Work giving rise to the potential Claim, and the CONTRACTOR shall not proceed with that work until so directed by the DISTRICT; and (c) for all other Claims not included within (a) or (b), the Claim must be filed on or before ten (10) days after the date of the occurrence, event or circumstance giving rise to the Claim. In no event shall a Claim be filed later than the date of Final Payment. The failure of the CONTRACTOR to timely file its Claim shall result in the waiver of the Claim in its entirety.
- I. **Claims Subject to Public Contract Code Section 9204; Procedures.** This Section applies solely to the handling and resolution of a Claim(s) sent to the DISTRICT by registered mail or certified mail with return receipt requested in accordance with Public Contract Code section 9204(c)(1).
1. With respect to any Claim(s) sent to the DISTRICT in accordance with this Agreement, the provisions of Public Contract Code section 9204 shall apply
 2. In the event mediation, if any, is unsuccessful pursuant to Public Contract Code section 9204, and all or parts of the Claim(s) remain in dispute, then the CONTRACTOR shall thereafter comply with the Claim procedures as set forth, in this Agreement, as applicable.
- J. **Claims Equal to or Less than \$375,000; Procedures.** This applies solely to the handling and resolution of a Contract Claim(s) that is/are in an amount equal to or less than Three Hundred Seventy-Five Thousand Dollars (\$375,000).
1. With respect to any Claim(s) subject to this section, the provisions of Public Contract Code Section 20104, et seq. shall apply.
 2. Agreement to Opt-Out. Notwithstanding anything to the contrary in the Contract Documents, the DISTRICT and the CONTRACTOR may mutually agree at any time, in writing, that any Claim(s) to which the obligations set forth in this Section apply (i.e., unresolved Claims in an amount equal to or less than \$375,000) shall

be subject to the dispute resolution requirements as set forth below applicable to the resolution and handling of claims in an amount in excess of \$375,000.

K. **Claims Exceeding \$375,000; Procedure.** This applies solely to the handling and resolution of a Claim(s) that is/are in an amount exceeding Three Hundred Seventy-Five Thousand Dollars (\$375,000). With respect to any Claim(s) subject to this Part, the following shall apply:

1. The DISTRICT shall review facts pertinent to the Claim and request any additional information from the CONTRACTOR deemed necessary for a decision, if any. The CONTRACTOR shall promptly respond to any such request and provide any additional information as requested by the DISTRICT. The DISTRICT shall render a written decision on the Claim within sixty (60) days of receipt of the Claim and any additional information, unless the DISTRICT advises the CONTRACTOR in writing that additional time is required to evaluate the Claim, which shall constitute the Final Claim Determination.
2. If the CONTRACTOR disputes the Final Claim Determination of the DISTRICT, or if the DISTRICT fails to respond within the time prescribed, the CONTRACTOR may so notify the DISTRICT, in writing, either within fifteen (15) days of receipt of the written decision or the DISTRICT's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the DISTRICT shall schedule a meet and confer conference within thirty (30) days for the purpose of discussing settlement of the Claim.
3. Submission of a Claim, in conformance with all the requirements of the Contract Documents, and rejection of all or part of said Claim by the DISTRICT, is a condition precedent to any further action upon the Claim by the CONTRACTOR.
4. **Mediation.** The DISTRICT and the CONTRACTOR (and the CONTRACTOR's Surety or Sureties, or any Subcontractor, if requested to participate by the DISTRICT) agree to engage in good faith efforts to seek to resolve any outstanding Claims submitted pursuant to this Article by mediation prior to proceeding with, and as a condition precedent to, further dispute proceedings.
 - a. **Initiation of Mediation.** Within ten (10) calendar days after the DISTRICT issues its Final Claim Determination pursuant to this Agreement, or the conclusion of any meet and confer conference pursuant to this Agreement, either party may initiate mediation of a Claim or dispute by notifying the other party, in writing, of its intent to mediate any Claims denied or rejected by the DISTRICT or otherwise in dispute. The CONTRACTOR hereby expressly waives all Claims not timely submitted to mediation.
 - b. **Request for Mediation.** A request for mediation must be in writing and set forth a brief statement that identifies the Claim, the asserted damages, the names, addresses, and contact information of the parties, and identify their authorized representative, if any, that will participate in the mediation.
 - c. **Selection of Mediator.** Upon receipt of a request for mediation, within fourteen (14) calendar days, the parties will meet and confer to select an appropriate

mediator agreeable to all parties. If the parties cannot agree on a mediator, they hereby agree to accept a mediator to be appointed by a recognized alternative dispute resolution organization, such as the American Arbitration Association or JAMS. The parties agree that any neutral selected or appointed to preside over the mediation shall be an attorney admitted to practice law in the State of California or a retired judge, and he or she shall possess at least 10 years' experience practicing law in the substantive areas of public contracting, public construction contracts and construction litigation.

- d. **Time and Place of Mediation.** The mediator, using advice and input from the parties, shall set the time of each mediation session, as well as the mediation protocol (i.e., submission of briefs, statement of damages, etc.). The mediation will be held at any convenient location agreeable to the mediator and the parties, as the mediator determines. All reasonable efforts will be made by the parties and the mediator to schedule the first session within thirty (30) calendar days after selection of the mediator.
 - e. **Expenses.** All fees paid to the mediator, including any required traveling and other expenses of the mediator, will be shared equally among the parties to the mediation.
 - f. **Termination of Mediation.** The mediation may be terminated: (a) by the execution of a settlement agreement by the parties; (b) by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or (c) by a writing on behalf of a party or parties to the effect that the mediation proceedings are terminated. (g) **Privileges and Protections:** All meetings, communications and correspondence relative to the mediation procedures set forth in this Section shall be subject to any applicable mediation or settlement related privilege afforded under California law, including, without limitation, California Evidence Code Sections 1115, et seq., 1152 and 1154.
 - g. **Presentation of Statutory Claims; Litigation.** Nothing in this Part or the Contract Documents is intended nor shall be construed to change the time periods for filing tort claims or other actions specified by Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code, nor otherwise effect the requirements of any other provisions of California law applicable to the presentation of Claims and prosecution of disputes by the CONTRACTOR. The CONTRACTOR shall be responsible to fully and timely satisfy all such requirements as may be applicable to any Claim presented by the CONTRACTOR in accordance with any applicable laws and regulations. Any litigation arising out of the Contract Documents shall be brought in the Nevada County Superior Court, and the CONTRACTOR, and its Surety(ies), expressly waive the removal provisions of California Code of Civil Procedure Section 394.
- L. **Work Continues During Disputes.** In the event of any dispute between the DISTRICT and the CONTRACTOR, or during the pendency of any Claim(s) or associated proceedings under this Article or the Contract Documents, the CONTRACTOR shall not stop, or delay performance of, the Work, but shall prosecute the Work diligently to completion in the manner directed by the DISTRICT, unless otherwise directed in writing by the DISTRICT.

- M. **Application.** The procedures and remedies set forth in this Article shall not apply to any claim by the DISTRICT against the CONTRACTOR or its Surety or Sureties, nor any right or obligation which the DISTRICT seeks to enforce against the CONTRACTOR (unless the DISTRICT, in its sole discretion, opts to proceed hereunder).

12. CONTRACT TIME AND DELAYS

A. Definitions of Terms:

1. "Excusable Delay" is any delay to the completion of the Project beyond the expiration of the Contract Time caused by conditions beyond the control and without any fault or negligence of the CONTRACTOR (or its Subcontractors or suppliers), such as strikes, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and Unusual Weather. The financial inability of the CONTRACTOR or any subcontractor or supplier, and default of any subcontractor or supplier, without limitation, shall not be deemed conditions beyond the CONTRACTOR's control. The CONTRACTOR may make a Claim under this Agreement for an extension of Contract Time due to an Excusable Delay if it can show that the Excusable Delay is the sole and unavoidable cause increasing the Contract Time actually needed to complete the Work. The CONTRACTOR shall not be entitled to an increase in Contract Price due to an Excusable Delay.
2. "Compensable Delay" is any delay to the completion of the Project beyond the expiration of the Contract Time for which the DISTRICT is solely responsible due to its conduct or inaction (and not including delays arising from Excusable Delay) and which delay is unreasonable under the circumstances involved, and not within the contemplation of the parties, but shall not include any delay to the performance of the Work to the extent that the CONTRACTOR's performance is, was or would have been suspended, delayed or interrupted by another cause for which the CONTRACTOR (or its Subcontractors or suppliers) is/are solely or partially responsible (i.e., concurrent CONTRACTOR-caused delays). Subject to strict compliance with the terms and requirements of the Contract Documents, a Compensable Delay may entitle the CONTRACTOR to an extension of the Contract Time and/or an adjustment of the Contract Price. Except as provided for under the Contract Documents, and subject to Public Contract Code section 7102, the CONTRACTOR shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption. In the case of a delay which was caused in part by the CONTRACTOR and in part by the DISTRICT (Concurrent Delay), the CONTRACTOR shall only be entitled to an extension of the Contract Time and the CONTRACTOR shall not be liable for Liquidated Damages during the period of Concurrent Delay, but the CONTRACTOR shall not be entitled to any adjustment to the Contract Price whatsoever during the period of Concurrent Delay.
3. "Unusual Weather" is defined as the number of Wet Days exceeding the most recent published mean number of Wet Days for the construction period (e.g., for the same month) at the weather observing station closest to the project site as reported in "Comparative Climatic Data" published by the National Oceanic and Atmospheric Administration, Ashville, NC 28801. "Wet Days" are defined as days that have at least 0.01 inch of rainfall.

- B. **Computation of Time.** Any period of time referred to in the Contract Documents measured in days shall mean consecutive calendar days and shall exclude the first and include the last day. If the last day falls on a Saturday, Sunday or legal holiday, it shall be omitted from the calculation.
- C. **Contract Time.** Time limits stated in the Agreement are the essence of the Contract. The CONTRACTOR confirms that the Contract Time is a reasonable period for performing the Work and includes enough float time to allow for normal unfavorable weather and other reasonably anticipated delays.
- D. **Damages for Late Completion.** The CONTRACTOR shall complete all Work (inclusive of all interim milestones as defined in the Contract Documents), in strict accordance with the Contract Documents, and within the allocated Contract Time, subject to approved extension(s) of the Contract Time that may be granted by the DISTRICT, if any, during the course of the Project. In the event of a failure on part of the CONTRACTOR to achieve Final Completion within the allocated Contract Time, the CONTRACTOR shall pay to the DISTRICT Liquidated Damages in accordance with the Contract Documents. The DISTRICT reserves the right, in its sole discretion, to make a detailed written determination of the losses and damages incurred arising from the failure of the CONTRACTOR to achieve Final completion within the Contract Time, including any approved extensions, and to receive such full recompense from the CONTRACTOR.
- E. **Commencing Work.** The CONTRACTOR shall not commence work (1) prior to the date in the Notice to Proceed; (2) prior to giving the DISTRICT five (5) days written notice; and (3) prior to the effective date of insurance coverage required under this Agreement, evidence of which shall be submitted to the DISTRICT prior to commencement of the Work.
- F. **Delays.** Time is of the essence in the performance of this Agreement. The CONTRACTOR must complete the entire Work of the Project, and all designated portions thereof, within the Contract Time(s), subject to any authorized extension(s) thereof, pursuant to the Contract Documents. Failure of the CONTRACTOR to include an element of the Work required for performance of the Agreement in the current, updated construction schedule (or any earlier version of the construction schedule), or any inaccuracy in the construction schedule, does not relieve the CONTRACTOR from responsibility for accomplishing the Work within the Contract Times designated in the Contract Documents. The CONTRACTOR must provide an adequate workforce, materials of proper quality, and equipment to properly execute the Work and to ensure completion of each part of the Work in accordance with the Contract Documents and the construction schedule.
- G. **Acceleration to Meet Construction Schedule.** The contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the Contract Time. If the CONTRACTOR's performance falls behind schedule, the CONTRACTOR shall accelerate the Work, or a portion of the Work, as required to get back on schedule at no additional cost to the DISTRICT. Accelerated work shall include air or express delivery of materials and equipment, increasing the number of workers, working overtime, working Saturdays, Sundays, and holidays (subject to the advance approval of the DISTRICT), and working additional shifts. The CONTRACTOR shall pay

the DISTRICT for any extra cost of inspection made necessary by accelerated work required under this provision.

1. The DISTRICT reserves the right to direct the CONTRACTOR to accelerate performance of the Work, or any portion of the Work, or to work overtime when it is determined to be in the best interest of the DISTRICT or the Project. No action or direction of the DISTRICT other than an express written direction by the DISTRICT to accelerate performance of the Work or to work overtime shall be construed by the CONTRACTOR to be direction to accelerate the Work or to work overtime.
- H. The DISTRICT will consider extensions to the Contract Times for the following reasons only if they are adequately demonstrated by the CONTRACTOR to affect the critical path of the construction schedule, as may be adjusted in accordance with the Contract Documents:
1. Delays in the progress of the Work due to Excusable Delay;
 2. Delays in the progress of the Work due to a Compensable Delay or an act of neglect by the DISTRICT, but only for the amount of delay time that occurs after the CONTRACTOR has notified the DISTRICT in writing and the DISTRICT has had a reasonable time to respond to the notification; or
 3. An Approved Change Order that extends the Contract Time.
- I. Whenever the CONTRACTOR foresees any delay in the prosecution of the Work, the CONTRACTOR must notify the DISTRICT in writing of any potential delay or impact, including any anticipated impact on the Contract Price and/or Contract Time, or both. Within seven (7) calendar days from the beginning of any critical path delay to the construction schedule, or the occurrence(s) giving rise to the delay, whichever occurs earlier, the CONTRACTOR must provide written notice of the delay event to the DISTRICT. Said written notice shall include a description of the event or occurrence giving rise to the delay, the estimated duration of the delay, and the impact of the event or occurrence upon the critical path and Final Completion. The CONTRACTOR expressly waives any claim for delay or adjustment to the Contract Time and/or Contract Price if the CONTRACTOR fails to provide such written notice to the DISTRICT.
- J. Within thirty (30) calendar days after the initial written notice of the CONTRACTOR, the CONTRACTOR shall submit all supporting information to the DISTRICT to validate the claimed impact of the delay on the Contract Time, including a Time Impact Analysis ("TIA") in accordance with the requirements and provision set forth in Section 1310 – Construction Progress Schedule. If requested by the DISTRICT, the CONTRACTOR shall promptly, and no later than seven (7) calendar days after the DISTRICT's request, provide updated or further supporting information, including an updated or revised TIA, with respect to the claimed delay or impact. The CONTRACTOR expressly waives any Claim for delay or adjustment to the Contract Time and/or Contract Price if the CONTRACTOR fails to promptly and timely provide all supporting information, including the TIA and any additional/supplemental supporting information as may reasonably be requested by the DISTRICT.

- K. The DISTRICT will ascertain the facts and the extent of the delay and adjust the Contract Times for completing the Work (and/or adjust the Contract Price) if, in the DISTRICT's sole discretion and judgment, the facts justify such an adjustment pursuant to the Contract Documents. The DISTRICT's written determination in this regard shall be considered final and conclusive. In the event CONTRACTOR disputes the DISTRICT's written determination, CONTRACTOR's sole and exclusive remedy shall be to pursue a Claim in strict accordance with the requirements of this Agreement.
- L. The DISTRICT shall not consider any request for an adjustment to the Contract Time and/or Contract Price unless the CONTRACTOR satisfies the requirements set forth in the Contract Documents for providing prompt and timely written notice of the potential delay and submission of supporting information (including the TIA, and any further or additional supporting information as may be reasonably requested by the DISTRICT) establishing the impact of the delay on the critical path of the construction schedule. No adjustment of the Contract Time and/or Contract Price will be considered, or granted, as a consequence of any claimed delay event in the absence of the CONTRACTOR's strict compliance with the requirements of the Contract Documents.
- M. The DISTRICT shall not be responsible to the CONTRACTOR for any constructive acceleration due to the CONTRACTOR's failure to comply with the submission and justification requirements of the Contract Documents for Contract Time and/or Contract Price adjustment requests. The CONTRACTOR's failure to perform in accordance with the construction schedule shall not be excused because the CONTRACTOR has submitted a request for adjustment of the Contract Time, unless and until the DISTRICT approves such request.
- N. Unless the DISTRICT and the CONTRACTOR agree otherwise pursuant to a Change Order, in the event that the DISTRICT adjusts the Contract Time pursuant to a Compensable Delay, any request by the CONTRACTOR for delay costs (inclusive of all direct and indirect costs, expenses and overhead costs), if applicable, shall be limited solely to those costs identified in this Agreement. The CONTRACTOR shall neither claim nor recover any overhead costs in addition to those expressly allowed in this Agreement, nor shall the CONTRACTOR be entitled to claim or recover any "home office" expenses, "extended site overhead," or any other overhead cost on the basis of any "home office" damages formula, "Eichleay" formula, "Total Cost" recovery formula or any other such formula or calculation.
- O. Adjustments in Contract Time associated with changes or modifications ordered through a Change Order by the DISTRICT are subject to the requirements under this Agreement. An executed Change Order covering changes or modifications ordered by the DISTRICT under this Agreement, or the resolution of Claims made under the Agreement, shall be the final and conclusive resolution of any adjustment to the Contract Time and/or Contract Price for the Work or Claim covered by the Change Order.
- P. **No Early Completion Delay Damages.** While the CONTRACTOR may schedule completion of all the Work, or portions thereof, earlier than the Contract Time established in the Agreement, the DISTRICT is exempt from liability for and the CONTRACTOR shall not be entitled to an adjustment of the Contract Price or to any additional costs, damages, or compensation whatsoever, for use of float or for the CONTRACTOR's inability to complete the Work earlier than the Contract Time established in the

Agreement, for any reason whatsoever, including but not limited to, delay caused by the DISTRICT, or other delay event.

13. INSPECTION, DEFECTIVE WORK, WARRANTY

- A. **Defective Work.** Defective Work is Work that, among other things: (1) is unsatisfactory, rejected, faulty, deficient, non-compliant, or leaks, breaks, fails or does not conform, whether generally or strictly, to the Contract Documents; or (2) does not meet the requirements of reference standards, tests or approvals specifically referred to in the Contract Documents; or (3) has been damaged prior to final acceptance; or (4) does not meet applicable industry or trade standards; or (5) a submittal is required and Favorable Review has not been obtained.
- B. **Access to Work and Notice.** The CONTRACTOR shall provide the DISTRICT and its representatives safe access to every part of the Work at all times Work is in progress for observation, inspecting and testing. The CONTRACTOR shall give at least two (2) business days' notice of work being ready for required inspection, test or approval or of intent to cover work up.
- C. **Tests and Inspections.** Unless otherwise specified, the CONTRACTOR shall arrange and pay for tests, inspections and approvals required by Laws and Regulations, ordinances, rules, and orders of public authorities having jurisdiction, or by the Contract Documents. All such tests, inspections and approvals shall be performed by an independent testing laboratory or inspection agency acceptable to the DISTRICT or to the appropriate public authority. Samples to be tested and items of work to be inspected will be selected by the DISTRICT or the public authority requiring the test or inspection. Test reports, inspection reports and certificates shall be submitted directly to the DISTRICT by the performing laboratory or agency. The CONTRACTOR shall notify the DISTRICT at least two (2) business days' prior to all tests and inspections to permit observation by the DISTRICT.
- D. **Re-inspection.** If the DISTRICT determines that portion(s) of the Work require additional testing or retesting, the CONTRACTOR shall provide material to be tested, safe access to test locations, power, light and other services. The cost of retesting shall be paid for by the DISTRICT, but if the additional tests or retesting indicate that said portion of the Work is Defective, the CONTRACTOR shall pay the DISTRICT all costs associated with additional testing or retesting including the cost of the DISTRICT's additional service.
- E. **Uncovering Work.** If work is covered or concealed without giving the DISTRICT at least two (2) business days' notice to permit observation, it shall be uncovered or exposed at the CONTRACTOR's expense to permit observation if so requested.
- F. If the DISTRICT wishes to have work uncovered for observation after having been given the required notice to observe it, the CONTRACTOR shall uncover the work on a cost accounting (e.g., force account) basis in accordance with this Agreement. If the work is found to be in accordance with the Contract Documents, the DISTRICT shall pay the cost of uncovering and replacing the work. If the Work is found to be Defective, the CONTRACTOR shall pay the cost of uncovering and correcting the work and the cost of required additional Project Management and testing service.

- G. **Correction of Defective Work.** The CONTRACTOR shall promptly correct or remove and replace, to the satisfaction of the DISTRICT: (1) work rejected by the DISTRICT as being Defective, and (2) work that is Defective whether or not rejected by the DISTRICT. The CONTRACTOR shall correct Defective Work prior to installing subsequent related or connected Work. The CONTRACTOR's obligation to correct Defective Work applies to latent as well as patent defects and whether or not the work is fabricated, installed or completed and whether observed before or after Substantial Completion. The CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or replacement and removal (including but not limited to fees and charges of any consultants) made necessary thereby.
1. The fact that work and materials have been tested or inspected from time to time, and payments have been made, shall not relieve the CONTRACTOR from the responsibility of replacing and making good any defective work or materials that may be discovered before or after the date of completion of the Work by the CONTRACTOR and its approval and acceptance by the DISTRICT.
 2. Failure of the DISTRICT to object to any defects in Work or material or variances from the Drawings and Specifications during or after construction shall not be deemed a waiver by the DISTRICT of such defects or variances; nor by such failure shall the DISTRICT be deemed stopped from requiring the CONTRACTOR to correct such defects or variances.
- H. **Acceptance or Use of Defective Work.** The DISTRICT may elect to accept Defective Work in which case a deductive Change Order shall be signed by the CONTRACTOR reflecting the decreased value of the Work. If final payment has been made, the CONTRACTOR shall pay to the DISTRICT a sum reflecting the decreased value of the Work. The CONTRACTOR shall also bear all direct, indirect and consequential costs attributable to the DISTRICT's evaluation of and determination to accept such Defective Work (and which shall include, but not be limited to, fees and charges of Project Managers, architects, and other consultants).
1. The DISTRICT may use Defective Work without negating its rejection or decreasing the Warranty Period which shall commence when the work is finally corrected or replaced and accepted. When all or part of the Work is being used by the DISTRICT, the CONTRACTOR shall schedule correction or replacement of Defective Work at the DISTRICT's convenience.
- I. **Correction of Defective Work by the DISTRICT.** Should the CONTRACTOR fail or refuse, after written notice from the DISTRICT to correct Defective Work, or to remove and replace rejected Defective Work as required by the DISTRICT, or when the CONTRACTOR fails to perform the Work in strict accordance with the Contract Documents, or when the CONTRACTOR fails to comply with any other provision of the Contract Documents, the DISTRICT may, at its sole option and after two (2) days written notice to the CONTRACTOR, correct and remedy any such Defective Work. No written notice shall be required from the DISTRICT in the event that the correction and remediation of the Defective Work is required to immediately address an emergency situation, or to abate any risk to life, health or safety.

1. The DISTRICT's exercise of the rights and remedies under this Section shall be in addition to, and not in lieu of, any other rights and remedies available under the Contract Documents of applicable law.
 2. All direct, indirect and consequential costs incurred by the DISTRICT in exercising such rights and remedies will be charged against the CONTRACTOR, and a Change Order will be issued adjusting the Contract Price. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of any consultants, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR's defective work.
 3. The CONTRACTOR shall not be allowed an extension of Contract Time because of any delay in performance of the Work attributable to the exercise by the DISTRICT of DISTRICT's rights and remedies under this Article.
- J. **Warranty and Correction Period.** When within one year after the date of the DISTRICT's acceptance of the Work or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable warranty or special guarantee required by the Contract Documents or by any specific provisions of the Contract Documents, any Work is found to be Defective Work, the CONTRACTOR shall promptly, without cost to the DISTRICT and in accordance with written instructions given by the DISTRICT, either correct such defective work, or, when it has been rejected by the DISTRICT, remove it from the site and replace it with nondefective work. Acceptance of the Work by the DISTRICT or its representatives, shall in no way release the CONTRACTOR from its responsibility to comply with the provisions of the Contract Documents, even though deviations or Defective Work may not be discovered within the aforementioned one-year period. The one-year correction period set forth herein, and any and all guarantee or correction periods, does not in any way limit or waive the DISTRICT's rights to pursue legal action for patent or latent construction defects in accordance with California Code of Civil Procedure sections 337.1 and/or 337.15. Further, nothing contained in the Contract Documents shall be construed to limit in any manner the liability of the CONTRACTOR, or its Subcontractors and suppliers, or any tier, for damages sustained as a result of latent or patent defects in equipment or materials furnished or caused by the negligence of the CONTRACTOR or its subcontractors and suppliers, of any tier. The warranty contained in this Agreement, shall not be a waiver of nor shall they reduce any guarantee or warrantee offered by the suppliers of materials or equipment furnished under this Agreement nor shall they reduce any responsibilities imposed on manufacturers or suppliers of such equipment under applicable law.
- K. Where the CONTRACTOR does not promptly and strictly comply with the terms of such written instructions given by the DISTRICT, or if the CONTRACTOR fails to comply with the requirements of any warranty or guarantee required by this Agreement within two (2) days after being notified in writing, or in an emergency where delay would cause serious risk of loss or damage, the DISTRICT may have the defective work corrected or the rejected work removed and replaced in accordance with this Section.
- L. In special circumstances where a particular item of equipment is placed in continuous use and service before final acceptance of the Work by the DISTRICT, the correction

period for that item may start to run from an earlier date when so provided in the Contract Documents, or if agreed to in writing by the DISTRICT.

- M. In the event it is necessary for the DISTRICT to commence litigation to enforce any obligation or liability of the CONTRACTOR pursuant to this Section, the DISTRICT shall be entitled to recover from the CONTRACTOR, in addition to all other amounts found due and owing, fees of any consultants or experts necessary to address or correct the Defective Work.

14. PAYMENT

- A. **Schedule of Values.** At least thirty (30) days prior to the first Application for Payment Date, the CONTRACTOR shall submit a Schedule of Values, in a form acceptable to the DISTRICT, allocating the Contract Price to various trades, types of work, pieces of equipment, and major tasks to assist the DISTRICT in evaluating the percentage completion for each part of the Work. The CONTRACTOR's overhead and profit shall be uniformly pro-rated over all items in the Schedule of Values. The Schedule of Values shall represent the actual cost of each segment of the work and shall not allocate higher costs, overhead or profit to work items scheduled for early completion. The total sum of the Schedule of Values shall equal the Contract Price. If the DISTRICT objects to the allocation of cost or the level of detail provided, the CONTRACTOR shall revise and resubmit the Schedule of Values. This Schedule of Values, unless objected to by the DISTRICT, shall be used only as a basis for the CONTRACTOR's Applications for Payment. This Schedule of Values shall be so arranged that the value of the Work as it progresses may be readily determined.
- B. **Application for Payment.** The period covered by each Application for Payment shall be one calendar month. Payment shall be based on work completed as of the Application for Payment Date which shall be the last day of the month unless otherwise stated in the Agreement. Within seven (7) days prior to each Application for Payment Date, the CONTRACTOR shall meet with the DISTRICT to review the line item amounts proposed by the CONTRACTOR for payment. When the amounts proposed are acceptable to the DISTRICT, the CONTRACTOR shall prepare and submit within three (3) days, an Application for Payment in a format acceptable to the DISTRICT, along with all required Conditional and Unconditional releases from the CONTRACTOR, each subcontractor, supplier and materialman whose work is included in the Application for Payment, and all other documentation (including, without limitation, certified payroll reports and information) that may be reasonably required by the DISTRICT. The CONTRACTOR shall sign and certify on the Application for Payment, subject to penalty of perjury, the following: "The undersigned CONTRACTOR certifies that to the best of the CONTRACTOR's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all Work for which previous payments have been received is free and clear of liens, claims, security interests or encumbrances of any kind. The CONTRACTOR further warrants that title to all Work covered by this Application for Payment will pass to the DISTRICT no later than the time of payment."
 - 1. As a condition precedent to payment by the DISTRICT, each itemized Application for Payment shall be accompanied by a current Conditional Waiver and Release On Progress Payment, in the form specified by the applicable California Civil Code,

from CONTRACTOR and each of CONTRACTOR's subcontractors, suppliers, and union trust funds for which payment is sought by the Application for Payment, and an Unconditional Waiver and Release On Progress Payment, in the form specified by the applicable California Civil Code, from CONTRACTOR and each of CONTRACTOR's subcontractors, suppliers, and any union trust fund for which payment was sought by CONTRACTOR in the immediately preceding Application for Payment and for which the DISTRICT made payment.

2. The CONTRACTOR warrants that title to all work materials and equipment covered by an Application for Payment will pass to the DISTRICT, or its assignee, either by incorporation in the construction or upon receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens, stop notices, claims, security interest or encumbrances hereinafter referred to in this section as "liens". CONTRACTOR represents that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR, or by any other person performing work at the Project or furnishing materials and equipment for the Project, subject to an agreement under which an interest or an encumbrance is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.
 3. **Taxes.** The CONTRACTOR shall pay all applicable sales, consumer, use, and similar taxes for the Work provided by the CONTRACTOR and such taxes shall be included in the Contract Price.
 4. **Liability for Employee Payments.** CONTRACTOR accepts full liability and responsibility for the payment of any and all contributions, deductions, or taxes for social security, unemployment insurance, old age and survivor's benefits, medical and health benefits, or for any other purpose now or hereafter imposed under any applicable law measured by the wages, salary or other remuneration paid to persons employed by or on behalf of CONTRACTOR for the Work. CONTRACTOR covenants and agrees to observe and fully comply with all applicable law, including procurement of any necessary occupational licenses, permits and inspection certificates.
- C. **Payment for Items Delivered But Not Installed.** Subject to the consent of the DISTRICT, Applications for Payment may include the percentage of value stipulated in the Agreement for major equipment and custom fabricated items that have been delivered, stored and adequately protected at the site of the Project, and CONTRACTOR acknowledges that payment of such amounts included in any Application for Payment is within the sole discretion of the DISTRICT. As express conditions precedent to payment for stored materials, CONTRACTOR shall provide all documentation required by the DISTRICT to confirm that title to such major equipment and/or custom fabricated items will pass to the DISTRICT upon payment which may include, without limitation, the following:
1. Certificates of insurance, evidence of transfer of title to the DISTRICT, and consent of surety to payment, for stored materials; and
 2. Supporting documentation that verifies all amounts requested, such as paid invoices (overhead and profit on stored materials shall not be included in any Application for Payment). Payment will not be made for material stored at the site

of the Project that is not custom fabricated. Payment will not be made for items stored off site. Payment will not be made for stored or installed items that are not protected from physical, environmental or other damage.

D. Within seven (7) days after receipt of the CONTRACTOR's Application for Payment, the DISTRICT will approve the application as submitted or will notify the CONTRACTOR of reasons for withholding a portion of the requested payment. The DISTRICT may withhold any payment in whole or in part to the extent necessary to reasonably protect the DISTRICT, or if it is unable to verify the accuracy of an Application for Payment. If the DISTRICT is unable to verify the accuracy of an Application for Payment, the DISTRICT will notify the CONTRACTOR in writing. If the CONTRACTOR and the DISTRICT cannot agree on a revised amount, the DISTRICT will promptly process payment for those amounts for which it is able to verify. The DISTRICT may also withhold any payment, or portion thereof, to protect the DISTRICT from loss because of known, or subsequently discovered, issues which may include, without limitation, the following:

1. Defective Work not corrected or remedied;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims, including claims by separate contractors;
3. Failure of the CONTRACTOR to make payments properly or timely to subcontractors or suppliers for labor, materials or equipment;
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
5. Damage to property, the Work, the DISTRICT, another contractor or a third party, including liquidated damages;
6. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
7. Work performed for which submittals are required prior to obtaining Favorable Review of submittals;
8. Failure to carry out the Work in accordance with the Contract Documents, including, without limitation, failure to make required submittals;
9. Failure to submit a construction schedule or to update the construction schedule in accordance with the Contract Documents;
10. Failure to update Record Drawings weekly;
11. Failure to provide all insurance coverages in accordance with the Contract Documents, or to reinstate required insurance coverage that has lapsed;
12. Non-payment of money owed to the DISTRICT for the extra cost of inspection;

13. Stop payment notice(s) served upon the DISTRICT;
 14. Failure to submit certified weekly payrolls
 15. Failure or refusal of CONTRACTOR to comply with the requirements and obligations of the Contract Documents; and
 16. Any material breach of the Contract Documents by CONTRACTOR and/or its Subcontractors or suppliers, of any tier, or any other person or entity for which CONTRACTOR bears responsibility.
- E. When the grounds for withholding any amount are removed to the satisfaction of the DISTRICT, in its sole discretion, payment shall be made by the DISTRICT for amounts withheld because of them within ten (10) Days' thereafter. Neither approval of an Application for Payment, delivery or making of a progress payment, nor partial or entire use or occupancy of the Project by the DISTRICT, shall constitute an acceptance of any Work not in accordance with the Contract Documents, nor shall it be deemed a waiver of the DISTRICT of any remedy it may have in law or equity. Should any stop payment notice be filed with the DISTRICT, the DISTRICT shall in accordance with California Civil Code Section 9358, withhold the amount claimed, plus an allowance of an additional 25% to cover its litigation costs plus interest at the rate of 10%, from progress payments until such claims have been resolved pursuant to law.
- F. **Retainage.** Absent an express finding pursuant to Public Contract Code section 7201(b) authorizing the DISTRICT to withhold a higher amount of retention (in excess of five percent (5%) of the estimated value of the work done and the labor, materials, equipment, and services provided), the DISTRICT shall retain an amount from each progress payment not to exceed five percent (5%) of the estimated value of the work done and the labor, materials, equipment, and services provided, all in accordance with Public Contract Code section 7201. This retained amount shall be retained by the DISTRICT until the time of final acceptance of the Work and released in accordance with requirements of the Contract Documents and applicable law. In lieu of the five percent (5%) retainage, the CONTRACTOR may substitute securities as provided for in Public Contract Code Section 22300 and the Contract Documents.
- G. Payments to the CONTRACTOR will be made within the time limits required under applicable law after submission to the DISTRICT of an appropriate Application for Payment, inclusive of all required documentation to substantiate the Application for Payment, and subject to the DISTRICT's regular approval and accounting procedures.
- H. CONTRACTOR, and its subcontractors, shall promptly pay any subcontractor not later than seven (7) calendar days of receipt of each progress payment in accordance with the provision in section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The CONTRACTOR shall, by an appropriate written subcontract with each Subcontractor, require each Subcontractor to make payments to their sub-subcontractors in similar manner.
- I. **Final Payment.** Thirty five (35) days after the acceptance of the Work by the DISTRICT and recordation by the DISTRICT of a Notice of Completion with the County Recorder, and upon CONTRACTOR providing to the DISTRICT all documents and information required by the Contract Documents including, without limitation, all releases,

maintenance guarantees, maintenance manuals and technical specifications, and all other requirements for project completion and closeout as set forth in the Contract Documents having been fully and completely satisfied, the CONTRACTOR shall be entitled to the balance due for the completion and acceptance of the Work, provided that all claims for labor and materials have been paid, and that no Claims shall have been filed with the DISTRICT based upon acts or omissions of the CONTRACTOR and that no stop payment notices have been filed, less sums withheld for liquidated damages, if any, or any other damages incurred by the DISTRICT, or other sums withheld pursuant to the terms of the Contract Documents or as authorized by California law.

1. Final payment will be made in accordance with the Contract Documents and California law, including, without limitation, Public Contract Code Section 7107. Pursuant to Public Contract Code Section 7107, in the event of a dispute between the DISTRICT and CONTRACTOR, the DISTRICT may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. All provisions of the Contract Documents, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment.

J. Waiver of Claims. Subject to the terms of the Contract Documents, the acceptance of final payment shall, after the date of Substantial Completion of the Project, constitute a waiver of all Claims by the CONTRACTOR.

K. The making of final payment shall not constitute a waiver of any claims or rights by the DISTRICT.

15. TERMINATION

A. **Termination by the DISTRICT for Cause (Default).** If the CONTRACTOR refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure its completion within the time specified within the Contract Documents, including any authorized extension thereof; or abandons the Work; or fails to perform the Work, in any manner, as required by the Contract Documents and/or industry standards; or fails to retain a valid Contractor's license of the classification required for the Work; or fails to complete such work within such time as required under the Contract Documents; or seeks to assign the Contract; or, if the CONTRACTOR should be adjudged as bankrupt, or is otherwise deemed insolvent by the DISTRICT based on good cause and is unable to proceed with the Work; or if the CONTRACTOR should make a general assignment for the benefit of creditors; or if a receiver should be appointed on account of insolvency; or if the CONTRACTOR files a petition to take advantage of any debtor's act; or should any Subcontractor materially violate any of the provisions of the Contract Documents; or if the CONTRACTOR should persistently or repeatedly refuse or fail to provide the required project management, supervision, quality control, and/or supply enough properly skilled workers or proper materials to complete the Work in the time specified; or if the CONTRACTOR should fail to make prompt payment to Subcontractors or suppliers for material or labor; or if the CONTRACTOR should persistently disregard laws or instructions given by the DISTRICT; or if the CONTRACTOR otherwise substantially fails to fulfill its obligations under, or commits a material breach of, or violates, the Contract Documents or any provision or term thereof; the CONTRACTOR shall be default under the Contract Documents. In such instance,

the DISTRICT may, in its sole discretion, after providing the CONTRACTOR seven (7) Days' written notice, and without prejudice to any other remedy the DISTRICT may have:

- B. Provide any such labor, equipment, equipment and/or services required to perform the Work or designated portion of the Work or to correct any deficiencies or delays and deduct the cost from any money due or to become due to the CONTRACTOR, or if the money due or to become due to the CONTRACTOR is not sufficient to cover such amount, the CONTRACTOR shall pay the difference immediately to the DISTRICT upon demand; or
- C. Terminate the Contract, in its entirety or in part, effective immediately upon the DISTRICT's delivery to the CONTRACTOR and its Surety(ies) of a notice of termination of the Contract.
- D. Upon receipt of the notice of termination of the Agreement for default, the Surety shall immediately takeover and assume the control of and perform the Work as the successor to the CONTRACTOR and shall immediately assume all rights obligations and liabilities, including Liquidated Damages, that have accrued under the Agreement. The Surety shall maintain the site of the Project and all of its safety controls. If the Surety fails to maintain the site of the Project, the DISTRICT may correct unsafe conditions and charge the Surety for costs incurred. If the Surety assumes the CONTRACTOR's terminated Work, it shall take the CONTRACTOR's place in all respects for that part and shall be paid by the DISTRICT for all work performed by it in accordance with the terms of the Contract Documents. If the Surety assumes the entire Agreement, all money due the CONTRACTOR at the time of its default, if any, shall be payable to the Surety as the work progresses, subject to the terms of the Contract Documents and any applicable bond, less all amounts due to the DISTRICT.
 - 1. Within seven (7) days of its receipt of the notice of termination of the Agreement for default, the Surety shall provide to the DISTRICT a written plan detailing the course of action it intends to take to remedy the default of the CONTRACTOR. The DISTRICT will review and notify the Surety if the plan is satisfactory.
 - 2. If the Surety fails to submit a satisfactory plan or to maintain progress on the plan as accepted by the DISTRICT, or does not otherwise comply fully and completely to the DISTRICT's satisfaction with the terms of the bond and within the time periods stated therein, the DISTRICT may, in its sole discretion, take over the Work and prosecute the same to completion by contractor by any other method it may deem advisable for the account and at the expense of the CONTRACTOR. The Surety and CONTRACTOR shall be liable to the DISTRICT for any excess cost and all other damages and costs incurred by the DISTRICT thereby or to which the DISTRICT is entitled under the Contract Documents or by law, and shall pay the DISTRICT all such amounts within thirty (30) days after the DISTRICT submits an invoice for such amounts. In such an event, the DISTRICT may without liability for so doing, take possession of and utilize such materials, tools, equipment, supplies and other property belonging to the CONTRACTOR and/or assume assignment of any and all subcontracts for Subcontractors and/or suppliers that may be necessary to complete the Work. For any portion of such Work that the DISTRICT elects to complete by furnishing its own employees, materials, tools, and equipment, the CONTRACTOR and Surety shall compensate the DISTRICT for all costs related thereto. If requested by the DISTRICT, the CONTRACTOR

shall demobilize, and shall remove any part or all of the CONTRACTOR's materials, supplies, equipment, tools, and construction equipment and machinery, from the Project site within 7 Days of such request; and if the CONTRACTOR fails to do so, the DISTRICT may remove or store, and after ninety (90) days sell, any of the same at the CONTRACTOR's expense.

3. If a termination for default is asserted by the DISTRICT, and demand made upon Surety by the DISTRICT, Surety shall not tender the CONTRACTOR, or any affiliate thereof, as its completion contractor except as authorized in the bond and subject to the sole discretion of the DISTRICT.
- E. The CONTRACTOR hereby consents to assigning to the DISTRICT and/or the DISTRICT's replacement contractor all subcontracts and other agreements of any and all Subcontractors and/or suppliers that may be necessary to complete the Work in the event of a termination for default (or termination for convenience, as set forth below). The CONTRACTOR agrees to obtain, by way of a subcontract provision, the consent of each and every Subcontractor and/or supplier for such assignment prior to the commencement of each such Subcontractor's and/or supplier's conduct of the Work.
- F. In the event of such termination for default, the CONTRACTOR will not be entitled to receive any further payment until the entire Work or disputed portion of the Work is completed and accepted by the DISTRICT. Any amounts due to the CONTRACTOR will be based on unit prices or lump sum bid and the quantity of work completed at the time of termination, less damages caused by acts of the CONTRACTOR, including but not limited to, all costs to complete the Work, all costs arising from professional services and attorneys' fees, and all costs incurred to insure or bond the work performed by any completion contractor and Subcontractors utilized to complete the Work. If such costs due to the DISTRICT on behalf of the CONTRACTOR exceed the unpaid balance, the CONTRACTOR or Surety shall pay the difference to the DISTRICT promptly upon demand. On failure of the CONTRACTOR to pay, the Surety shall pay all such amounts on demand by the DISTRICT. Nothing set forth herein shall limit Surety's obligations under the subject bonds or the timing thereof, which shall arise immediately upon the CONTRACTOR's default.
- G. The CONTRACTOR and the DISTRICT agree that nothing in this Section is intended to create a right of either party to recover attorney fees as prevailing party in any lawsuit on this Contract.
- H. In addition to all of its rights and remedies stated herein and under the Contract Documents and by law, the DISTRICT may also order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the DISTRICT to stop the Work shall not give rise to any duty on the part of the DISTRICT to exercise this right for the benefit of the CONTRACTOR or any other person or entity.
- I. All obligations of the CONTRACTOR pursuant to the Contract Documents shall survive the termination for cause of the Agreement. The provisions of this Section are in addition to, and not in limitation of, any other rights or remedies under law or in equity available to the DISTRICT.

- J. If it is later determined that the DISTRICT's termination of the Agreement for default was wrongful, or the CONTRACTOR had an excusable reason for not performing, such as a fire, flood, or other event which was not the fault of or was beyond the control of the CONTRACTOR, the DISTRICT, after setting up a new performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience, and the rights and obligations of the DISTRICT and the CONTRACTOR shall be the same as if the termination had been issued for the convenience of the DISTRICT.
- K. **Termination by the DISTRICT for Convenience.** The DISTRICT may terminate the CONTRACTOR's performance under the Agreement for convenience, either in whole or in part, at its sole discretion for any reason, or when conditions encountered during the performance of the Work make it impossible or impracticable to proceed, or when the DISTRICT is prevented from proceeding with the Agreement by act of God, by law, or by official action of a public authority, or upon a determination that such termination is in the best interest and convenience of the DISTRICT, or whenever the DISTRICT is prohibited from completing the Work for any reason.
- L. Upon receipt of a written notice of termination for convenience, the CONTRACTOR shall:
1. Stop work as specified in the written notice;
 2. Terminate all orders and subcontractors except as necessary to complete any portion of the Work that is not terminated;
 3. If directed in writing by the DISTRICT to do so, assign all right, title and interest in subcontracts and materials in progress, in which case the DISTRICT will have the right at its discretion to settle, or pay any or all claims arising out of the termination of such Subcontractors, but in no event shall recovery by any Contractor include lost profits for uncompleted portions of the Work;
 4. Deliver or otherwise make available to the DISTRICT all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been accumulated by the CONTRACTOR in performing the Work whether completed or in process;
 5. Settle outstanding liabilities and claims with the approval of the DISTRICT;
 6. Complete performance of such part of the Work as has not been terminated; and
 7. Take such other actions as may be necessary, or as may be directed by the DISTRICT for the protection and preservation of the Work and/or property related to the Work.
- M. Upon receipt of the DISTRICT's written notice of termination for convenience, the CONTRACTOR shall submit to the DISTRICT a request for final payment in accordance with the requirements of the Contract. Such request shall be submitted promptly, but no later than sixty (60) days from the effective date of the termination for convenience.

- N. The final payment to the CONTRACTOR after a written termination for convenience shall be limited to the following amounts due and owing under the Contract at time of termination: (1) Any actual costs incurred by the CONTRACTOR for restocking charges; (2) The agreed upon price of protecting the Work in any manner, if any, as directed by the DISTRICT; and (3) The Contract Price allocable to the portion of the Work properly performed or goods supplied by the CONTRACTOR as of the date of termination, as determined in accordance with the Contract Documents, reduced by any sums previously paid to the CONTRACTOR.
1. The above payment shall be the sole and exclusive remedy to which the CONTRACTOR is entitled in the event of a termination for convenience of the Agreement; and the CONTRACTOR will not be entitled to any other compensation or damages and expressly waives same.
 2. The CONTRACTOR shall not be entitled to payment for any work not performed, including, without limitation, overhead and profit on work not performed.
 3. The DISTRICT shall have the right to withhold any portion or the whole of the final payment under this provision in the event there are any outstanding claims or rights asserted by the DISTRICT against the CONTRACTOR, or by any third party against the DISTRICT which arises out of the CONTRACTOR's Work.
 - a. All obligations of the CONTRACTOR pursuant to the Contract Documents shall survive the termination for convenience of the Contract.
 - b. The CONTRACTOR shall include this termination for convenience provision in all subcontracts and purchase orders of every tier, which shall be binding upon all Subcontractors and suppliers, of every tier.
 - c. **Suspension by the DISTRICT for Convenience.** The DISTRICT shall have the authority to suspend or delay the performance of the Work, in whole or in part, for such period for any reason as the DISTRICT may deem necessary. The CONTRACTOR must immediately comply with the DISTRICT's written order to suspend or delay the Work. The suspended or delayed Work can only be resumed upon written direction of the DISTRICT. A suspension or delay of Work as set forth in this Section shall not relieve the CONTRACTOR of its responsibilities as set forth elsewhere in the Contract Documents
 - d. In the event the DISTRICT orders a suspension or delay of the performance of the Work or any portion thereof for any reason the CONTRACTOR shall perform, at an agreed-upon cost with the DISTRICT, all the work necessary to (i) preserve and protect the Work and related facilities and improvements from weather and other environmental conditions during the period of suspension, (ii) repair any damage to the Work and/or related facilities and improvements occurring before, provide a safe, smooth, and unobstructed passageway through construction for use by public traffic and any other public use during the period of suspension. In the absence of an agreed-upon amount between the DISTRICT and the CONTRACTOR to perform such work, the CONTRACTOR shall proceed to perform as directed by the DISTRICT and the CONTRACTOR may seek an adjustment of the Contract

Price, limited to the amount of its direct costs to perform such work, in accordance with this Agreement.

- e. In addition to the suspension or delay of the performance of the Work, in the event the DISTRICT determines in the sole discretion of the DISTRICT that a situation exists where continuation of the Work would be illegal or endanger the health, safety or welfare of persons or property on or affected by the Work, the DISTRICT will have the right to order the CONTRACTOR in writing to delay or suspend the Work in whole or in part for a period of time equal to the period of time while such situation exists. Such order of the DISTRICT shall not otherwise modify or invalidate in any way any of the provisions or requirements of the Contract Documents, and, notwithstanding anything to the contrary in the Contract Documents, the CONTRACTOR shall not be entitled to any damages or compensation from the DISTRICT on account of such delay or suspension.

16. RIGHT TO AUDIT

- A. **Maintenance, Inspection, and Audit of Records.** All books, account, reports, files, correspondence, data and other records relating to this Contract as described in this Article shall be maintained by the CONTRACTOR, its Subcontractors and material suppliers, and shall be subject at all reasonable times to review, inspection, and audit by the DISTRICT, and their agents, upon the request of the DISTRICT, in its sole discretion, and at all times during performance of the Work and for a period of five (5) years after Final Completion of the Work.
- B. **Accounting System.** Contactor shall exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar projects, be satisfactory to the DISTRICT and shall include preservation of records for a period of five (5) years after Final Completion, or for such longer period as may be required by Laws and Regulations.
- C. **Books and Records.** The CONTRACTOR shall keep, and shall require all Subcontractors and suppliers, of every tier, to keep, full and detailed books, records, information, materials and data, of every kind and character (hard copy, as well as computer readable data), that pertain to the performance of the Work or the Contract, and any matters, rights, duties or obligations relating to the Work or the Contract, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, change orders, change order requests, estimates, field orders, schedules, diaries, logs, reports, shop drawings, samples, exemplars, drawings, specifications, invoices, delivery tickets, receipts, vouchers, canceled checks, memoranda; accounting records; job cost reports; job cost files (including complete documentation of negotiated settlements); back charges; general ledgers; documentation of cash and trade discounts earned; insurance rebates and dividends and other documents relating in any way to any claims, charges or time extensions asserted by the CONTRACTOR of any of the subcontractors.
- D. **Inspection and Copying.** The CONTRACTOR, its Subcontractors and suppliers shall allow the DISTRICT, and its authorized representative(s), auditors, attorneys and accountants, upon twenty-four (24) hour notice to the CONTRACTOR, full access to

inspect and copy all such books and records identified in this Article at a location as designated by the DISTRICT.

- E. **Noncompliance by the CONTRACTOR.** The CONTRACTOR's compliance with any audit requested pursuant to this Article shall be a condition precedent to maintenance of any judicial or extra-judicial action arising from the Contract Documents. In addition to and without limitation upon the DISTRICT's other rights and remedies for breach, including any other provisions for withholding as set forth in the Contract Documents, the DISTRICT shall have the right, exercised in its sole discretion, to withhold from any payment to the CONTRACTOR due under each current Application for Payment an additional sum of up to ten percent (10%) of the total amount set forth in such Application for Payment, until the CONTRACTOR and the subcontractors have complied with any outstanding and unsatisfied audit request by the DISTRICT under this Article. Upon compliance with this Article, any such monies withheld shall be released to the CONTRACTOR.
- F. **Enforcement by the DISTRICT.** The CONTRACTOR agrees that any failure by the CONTRACTOR, or any Subcontractor or supplier, to provide access to books and records as required by this Article shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court and without the necessity of oral testimony, to compel the CONTRACTOR, Subcontractors or suppliers to permit access, inspection, audit and/or reproduction of such records or the require delivery of such records to the DISTRICT for inspection, audit and/or reproduction. The CONTRACTOR shall expressly incorporate and make the requirements of this Agreement applicable to and binding upon all subcontracts, of any tier, and purchase orders in excess of \$25,000, at any tier. The CONTRACTOR shall also require that the audit provisions pursuant to this Agreement be included in all agreements, contracts or subcontracts in excess of \$25,000 entered into by Subcontractors and suppliers, of any tier.

17. FAILURE TO ACT NOT A WAIVER OF RIGHTS

Except as expressly provided in the Contract Documents, no action or failure to act by the DISTRICT, shall constitute a waiver of any right afforded or duty imposed under the Contract Documents. No such action or failure to act shall constitute approval of or acquiescence in failure to perform in accordance with the Contract Documents.

18. RIGHTS AND REMEDIES

Duties, obligations, rights and remedies prescribed by the Contract Documents shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed by or available under law.

19. LAWS AND REGULATIONS

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations relating to the Project. If the CONTRACTOR observes that the Drawings and Specifications are at variance therewith, they shall promptly notify the DISTRICT in writing, and any necessary changes shall be adjusted as provided in the Agreement for changes in the work. If the CONTRACTOR performs any work contrary to such laws, ordinances, rules

and regulations, and without written notice to the DISTRICT, they shall bear all costs arising therefrom and shall not be paid by the DISTRICT for performing such work.

20. CUSTOMER RELATIONS

The CONTRACTOR agrees that its personnel and equipment shall at all times present a neat appearance; all work shall be done, all contacts with customers and all complaints handled with due regard for the DISTRICT's public relations. The CONTRACTOR agrees that complaints of any nature received from the public or from public authorities shall receive immediate attention. All complaints and any action taken by CONTRACTOR with respect to such complaints shall be reported to the DISTRICT.

21. NOTICES

Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, five (5) days after deposited in the United States mail, first-class postage paid, addressed to the DISTRICT at 11570 Donner Pass Road, Truckee, California 96161, or to the CONTRACTOR at _____.

Either party, the DISTRICT or the CONTRACTOR, may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

22. ATTORNEYS', EXPERTS' AND CONSULTANTS' FEES

In the event of any litigation concerning any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, experts' fees, and consultants' fees, and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein.

23. CAPTIONS

The captions and headings of the different sections of this Agreement are inserted for convenience of reference only and are not to be taken as part of this Agreement or to control or affect the meaning, construction, or effect of the same.

24. NECESSARY ACTS

Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

25. ASSIGNMENT

Neither party may assign this Agreement, or payments due under the Agreement, without the written consent of the other party.

26. GOVERNING LAW

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

27. FORUM

This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Nevada, State of California, and governed by California law. By entering into this Agreement, the CONTRACTOR, on behalf of itself and its Surety(ies), consents and submits to the jurisdiction of Courts of the State of California, County of Nevada, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents, and expressly waive the removal provisions of California Code of Civil Procedure Section 394.

28. SOLE AND ONLY AGREEMENT

This Agreement, including any exhibits attached hereto, constitutes the sole and only Agreement of the parties hereto relating to the Project and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

29. DISTRICT POWERS

Nothing herein contained shall be deemed to limit, restrict or modify any right, duty or obligation given, granted, or imposed upon the DISTRICT by the laws of the State of California now in effect, or hereafter adopted, nor to limit or restrict the power or authority of the DISTRICT.

30. SEVERABILITY

In the event that any part or provision of this Agreement is found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions of this Agreement.

ASSIGNMENTS OF RIGHTS

31. The CONTRACTOR agrees to assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement and that such assignments shall be made and become effective at the time the DISTRICT tenders final payment to the CONTRACTOR, without further acknowledgement by the parties.

32. WORKMANSHIP

All work shall be done and completed in a thorough workmanlike manner notwithstanding any omission from these specifications or from the Drawings, and it shall be the duty of the CONTRACTOR to call the DISTRICT's attention to apparent errors or omissions and request instructions before proceeding with the work. The DISTRICT may, by appropriate instructions, correct errors, and omissions, which instructions shall be as binding upon the CONTRACTOR as though contained in the original Contract Documents

33. CHARACTER OF WORKPERSONS

Whenever, in the opinion of the DISTRICT, any superintendent, foreman, or workman employed by the CONTRACTOR or their subcontractors is disrespectful, intemperate, disorderly, or otherwise objectionable, they shall, at the written request of the DISTRICT, be removed and not again be employed on the worksite without the written consent of the DISTRICT.

34. CONDITION OF WORKSITE AND EQUIPMENT

- A. The CONTRACTOR at all times shall keep the Project site free from debris such as waste, rubbish, and excess materials and equipment. The CONTRACTOR shall use equipment that is in good working order and remove inoperable equipment. CONTRACTOR shall not store debris under, in, or about the premises. Upon completion of Work, the CONTRACTOR shall remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. The CONTRACTOR shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by CONTRACTOR operations or equipment.
- B. The CONTRACTOR shall fully clean up the Project site at the completion of the Work or such other time(s) as DISTRICT may reasonably request, in their sole discretion. If the CONTRACTOR fails to fully clean the Project site, at any time, to the satisfaction of the DISTRICT, the DISTRICT may do so and the cost of such clean up shall be back charged back to the CONTRACTOR.

35. CONTRACTOR'S REPRESENTATIVE AND EMERGENCIES

- A. The CONTRACTOR shall, at all times during working hours, be represented in all matters pertaining to this project by one, and only one, fully competent and experienced general superintendent. Instructions and information given by the DISTRICT to the CONTRACTOR's superintendent on the work shall be considered as having been given to the CONTRACTOR. Before any work is done at the job site, the CONTRACTOR shall give written notice to the DISTRICT stating who the CONTRACTOR's superintendent will be, giving a telephone number at which they can always be reached day or evening. The DISTRICT shall be informed in writing prior to any change. A statement naming more than one representative at a time to be in charge and depending upon which is present at the time will not be acceptable.
- B. Emergencies may arise during the progress of the WORK which may require special effort or require extra shifts of workers to continue the WORK beyond normal working hours. The CONTRACTOR shall be prepared in case of such emergencies from whatever cause, to do all necessary work promptly.

36. WORK INVOLVING TRENCHING OR EXCAVATION

For any work which involves digging trenches or other excavations that extend deeper than four feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT, in writing, of any: (1) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. The DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work shall issue a change order according the procedure described in this Agreement. In the event a dispute arises between the DISTRICT and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost of, or performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided by this Agreement, but shall proceed with all work to be performed under this Agreement. The CONTRACTOR shall retain any and all rights provided either by this contract or by law which pertain to resolution of disputes and protests between contracting parties.

37. RESPONSIBILITIES OF DISTRICT

- A. The DISTRICT shall assume the responsibility, between the parties to this Agreement, for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the site of any construction project that is a subject of this Agreement, if such utilities are not identified by the DISTRICT in the drawings and specifications. The CONTRACTOR shall be compensated for the costs of locating such utility facilities, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, removing or relocating such utility facilities not indicated in the drawings and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work, and the CONTRACTOR shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the DISTRICT or the owner of the utility to provide for removal or relocation of such utility facilities.
- B. Nothing herein shall be deemed to require the DISTRICT to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the DISTRICT from identifying main or trunklines in the drawings and specifications.
- C. Nothing herein shall preclude the DISTRICT from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility. Nothing herein shall be construed to relieve the utility from any obligation as required whether by law or by contract to pay the cost of removal or relocation of existing utility facilities.

- D. If the CONTRACTOR, while performing the Contract discovers utility facilities not identified by the DISTRICT in the Contract Drawings or Specifications, the CONTRACTOR shall immediately notify the DISTRICT and utility in writing.
- E. The DISTRICT, where it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the CONTRACTOR to do such repairs or relocation work at a reasonable price.

38. NECESSARY TIME

The CONTRACTOR agrees to devote the time necessary to perform the services set forth in this Agreement in an efficient and effective manner. The CONTRACTOR may represent, perform services for and be employed by additional individuals or entities, in the CONTRACTOR's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with the DISTRICT's business.

39. NO ASSIGNMENT

No assignment by the CONTRACTOR of any rights under or interests in the Agreement will be binding on the DISTRICT without the advance written consent of the DISTRICT; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

40. BOUND TO CONTRACT DOCUMENTS

The CONTRACTOR binds itself, and its partners, successors, sureties, assigns, and legal representatives to the DISTRICT, its partners, successors, assigns, and legal representatives, in respect to all covenants, agreements, and obligations contained in the Contract Documents.

41. UNENFORCEABLE PROVISION

Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the DISTRICT and the CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

42. RULES AND REGULATIONS

The CONTRACTOR acknowledges that the Project is or may be subject to requirements and regulations issued on behalf of various governmental and/or regulatory bodies. The CONTRACTOR agrees, on behalf of itself and its subcontractors, of any tier, to fully and promptly comply with any and all requirements and regulations issued on behalf of such entities.

43. ENTIRE AGREEMENT

This Agreement, inclusive of all Contract Documents, represents the entire agreement of the Parties concerning the subject matter hereof, and supersedes all prior negotiations, representations, or agreements of the parties, whether written or oral, with respect to such subject matter.

44. SURVIVAL OF TERMS

Any indemnity, warranty or guarantee given by the CONTRACTOR to the DISTRICT under this Agreement shall survive the expiration or termination of the Agreement and shall be binding upon the CONTRACTOR and their subcontractors and suppliers until any action is barred according to terms in the Agreement or by the applicable statute of limitations or statute of repose. All obligations of the CONTRACTOR under this Contract shall survive the expiration or termination of this Contract.

TRUCKEE DONNER PUBLIC UTILITY DISTRICT

By: _____

Name: _____

Typed:

Title: _____

(Seal)

Attest: _____

Name: _____

Typed

Title: _____

CONTRACTOR

By: _____

Name: _____

Typed

Title: _____

(Seal)

Attest: _____

Name: _____

Typed

Title: _____

END OF SECTION 00500

SECTION 00600 – PERFORMANCE BOND

This Construction Performance Bond ("Bond"), dated _____ is in the penal sum of _____, and is entered into by _____ and between the parties listed below to ensure the faithful performance of the Construction Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14, attached hereto. Any singular reference to _____ ("Contractor"), ("Surety"), the Truckee Donner Public Utility District ("DISTRICT") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business and Address

Truckee Donner Public Utility District
11570 Donner Pass Road
Truckee, California 96161

CONSTRUCTION CONTRACT:
District Headquarters Security
Enhancements

Attn: Contract Administrator

DATED _____, 20____,

\$ _____.

in the amount of

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature:

Signature:

Name and Title:

Name and Title:

Address

Address

If CONTRACTOR is a partnership, all partners must execute BOND.

PERFORMANCE BOND TERMS AND CONDITIONS

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the DISTRICT for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor completely and properly performs all of its obligations under the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond.
3. The Surety's obligation under this Bond shall arise after the DISTRICT has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract. Upon declaring the Contractor in default, the DISTRICT shall agree to make the undisputed Balance of the Contract Sum available to the Surety for completion of the work on the Project under the Construction Contract.
4. When the DISTRICT has satisfied the conditions of Paragraph 3, the Surety shall promptly, and in no event later than seven (7) working days after receipt of any notice of default, and at the Surety's sole expense, confirm in writing as to its election to take one of the following actions:
 - A. Arrange for the Contractor, with consent of the DISTRICT, to perform and complete the Construction Contract (but the DISTRICT may withhold consent in its sole discretion (with or without cause), in which case the Surety must immediately elect option 4B, 4C or 4D, below), and that such performance shall commence within an additional thirty (30) calendar days; or
 - B. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors (other than the Contractor), and that such performance shall commence within an additional thirty (30) calendar days; or
 - C. As promptly as reasonably possible, obtain bids from qualified, responsible contractors (other than the Contractor) acceptable to the DISTRICT for a contract for performance and completion of the Construction Contract, and, upon determination by the DISTRICT that the contractor selected with the DISTRICT's concurrence is responsible, and subject to full compliance with all applicable laws as may be required (including, without limitation, any applicable competitive bidding and public contracting and procurement requirements pursuant to California and/or Federal laws, if applicable), arrange for a contract to be prepared for execution by the DISTRICT and the contractor selected with the DISTRICT's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract and subject to the consent of the DISTRICT; and, if the Surety's obligations defined in Paragraph 6 exceed the Balance of the Contract Sum, then the Surety shall pay to DISTRICT the amount of such excess; or
 - D. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and subject to its investigation and consultation with the DISTRICT, determine in good faith the amount for which it may then be liable to the DISTRICT under Paragraph 6 for the performance and completion of the Construction Contract and, within ten (10) additional calendar days, tender payment therefor to the DISTRICT with full explanation of the payment's calculation. If the DISTRICT accepts the Surety's tender under this

paragraph 4(D), the Surety shall remain liable for future damages, then unknown or unliquidated, and including, without limitation, additional costs incurred to complete the Construction Contract and any unsatisfied liquidated damages, resulting from the Contractor Default. If the DISTRICT disputes the amount of Surety's tender under this paragraph 4(D), the DISTRICT may exercise all remedies available to it at law to enforce the Surety's liability under paragraph 6.

5. If the Surety does not proceed as provided in Paragraph 4, then the Surety shall be deemed to be in default on this Bond ten (10) calendar days after receipt of an additional written notice from the DISTRICT to the Surety demanding that the Surety perform its obligations under this Bond. At all times the DISTRICT shall be entitled to enforce any remedy available to the DISTRICT at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. The Surety's monetary obligations under this Bond are commensurate with the obligations of the Contractor under the Construction Contract. The Surety's obligations shall include, but are not limited to:
 - A. The responsibilities of the Contractor under the Construction Contract for completion of the Construction Contract and correction of defective, deficient and/or non-compliant work;
 - B. The responsibilities of the Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages, and all damages caused by non-performance or lack of proper performance of the Construction Contract, including but not limited to, all valid and proper back charges, offsets, payments, indemnities, and/or other damages;
 - C. Additional administrative, management, legal, design professional and delay costs resulting from the Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4.
7. No right of action shall accrue on this Bond to any person or entity other than the DISTRICT or its heirs, executors, administrators, or successors.
8. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project and the provisions of Section 2819 and 2845 of the California Civil Code. Without limiting the foregoing, such changes, extensions of time and alterations or additions shall include, but are not limited to, changes or alterations to the Contract Documents (including, without limitation, an increase in the Contract Price), extensions of Contract Time, or modifications of the time, terms, or conditions of payment to the Contractor. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in the Superior Court for the County of Nevada.

10. As a part of the obligation secured under this Bond, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees and expert costs, incurred by the DISTRICT in successfully enforcing any obligation arising under this Bond, all to be taxed as costs and included in any judgment rendered.
11. Notice to the Surety, the DISTRICT or the Contractor shall be mailed or delivered to the address(es) shown on the signature page.
12. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein.
13. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains, including any warranty and guarantee obligations. Nothing herein shall limit the DISTRICT's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.1 or 337.15.
14. Definitions:
 - A. Balance of the Contract Sum: The total amount payable by the DISTRICT to the Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
 - B. Construction Contract: The Agreement between the DISTRICT and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - C. Contractor Default: Material failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

NOTE TO SURETY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT)
STATE OF CALIFORNIA)
COUNTY OF _____) ss.
)

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:
(SEAL)

Notary Public for the State of California.

Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.

(Place Seal Above or Enclose on Separate Paper if more space is required)

END OF SECTION 00600

SECTION 00610 – PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that the Truckee Donner Public Utility District (“District”), by its order made on _____, 2026, has awarded to

_____, hereinafter designated as the “Principal,” a contract for the construction of the public work of improvement known as the District Stucco Repair Project.

NOW, THEREFORE, we the Principal and _____

(“Surety”), are held and firmly bound unto the District in the penal sum of _____

_____ Dollars (\$ _____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, any prevailing wages due and penalties incurred pursuant to the California Labor Code or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and their subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Sections 9550 et seq. of the Civil Code of California, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth herein, and also will pay in case suit is brought upon this bond, such reasonable attorney’s fees, as shall be fixed by the court, awarded and taxed as in the above mentioned statutes provided.

AND, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Contract Document accompanying the same shall in any wise affect its obligations on this bond, and Surety does hereby waive the provisions of California Civil Code Section 2819 concerning any such consent to change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Contract Documents, or notice of the same.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their

seals this _____ day of _____, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Attestation on next page.

ATTEST:

Principal Secretary

Principal

(SEAL)

By _____ (s)

Witness as to Principal

(Address)

(Address)

(Surety)

ATTEST:

(Witness to Surety)

(Attorney-in-Fact)

(Address)

(Address)

If CONTRACTOR is a partnership, all partners must execute BOND.

END OF SECTION 00610

SECTION 00800 – SPECIAL PROVISIONS

1. DEFINITIONS AND TERMS

These definitions are supplemental to those defined elsewhere in the Contract Documents. Whenever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

- 1.1 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, drawings and specifications, by additions, deletions, clarifications or corrections.
- 1.2 AGREEMENT - The written contract between the DISTRICT and the CONTRACTOR covering the WORK to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- 1.3 BID - The offer or Bid of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.4 BIDDER - Any person, firm or corporation submitting a Bid for the Work.
- 1.5 BONDS - Bid Bond, Performance Bond and Payment Bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents.
- 1.6 CALENDAR DAY - Any day shown on the calendar.
- 1.7 CHANGE ORDER - A document signed by the CONTRACTOR and the DISTRICT authorizing an addition, deletion or revision in the WORK and, if warranted, an adjustment in the Contract Price or the Contract Time, or terms and conditions of the Contract Documents, issued on or after the Effective Date of the Agreement.
- 1.8 CONTRACT DOCUMENTS - All items of the contract as defined in the Agreement.
- 1.9 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the Contract Document.
- 1.10 CONTRACT TIME - The number of calendar days stated in the contract documents for the completion of the WORK
- 1.11 DISTRICT – The Truckee Donner Public Utility District, along with its authorized agents and representatives, including but not limited to managers, project manager, inspectors, engineers and consultants.
- 1.12 DRAWINGS – The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the DISTRICT.

- 1.13 FIELD ORDER - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the DISTRICT to the CONTRACTOR during construction.
- 1.14 INSPECTOR - An authorized representative of the DISTRICT assigned to make any or all inspections of the work performed by the CONTRACTOR.
- 1.15 LABORATORY - A laboratory qualified to perform tests specified herein or other special laboratory designated by the DISTRICT or selected by the CONTRACTOR and approved by the DISTRICT.
- 1.16 NOTICE OF AWARD - The written notice of the acceptance of the Bid from the DISTRICT to the successful Bidder.
- 1.17 NOTICE TO PROCEED - The written notice given by the DISTRICT to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform the CONTRACTOR's obligations under the Contract Documents.
- 1.18 OTHER AGENCIES - Any legal entity of the State of California, or any utility district or company (county, town, electric company, telephone company, water district, sewer district, etc.) that has any interest or control in construction or construction inspection or are performing other work within or adjacent to the Project area.
- 1.19 SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
- 1.20 SPECIFICATIONS – A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment construction systems, standards and workmanship; also referred to as the Technical Specifications.
- 1.21 STANDARD SPECIFICATIONS - Whenever reference is made to the "Standard Specifications" such reference shall be made to those certain specifications entitled "State of California, Department of Transportation, Standard Specifications," latest edition, certain portions of which are made a part hereof by specific reference thereto.
- 1.22 Whenever the following underlined terms are used in the Standard Specifications, or in any of the Contract Documents or instruments governed by the Standard Specifications, they shall be defined as follows:

State: The DISTRICT.

Public Works Building: Office of the DISTRICT.

Department of Public Works: The DISTRICT.

Director of Public Works: The DISTRICT.

State Highway Engineer: The DISTRICT.

Engineer: The Engineer retained by the DISTRICT or authorized representative of the DISTRICT, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Laboratory: The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the DISTRICT to test materials and work involved in the contract.

Reference is made to Section 1 of the Standard Specifications for other pertinent definitions.

- 1.23 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.24 STANDARD PLANS - Whenever reference is made to the "Standard Plans" such reference shall be made to those certain plans entitled "State of California, Department of Transportation, Standard Plans," latest edition, certain portions of which are made a part hereof by specific reference thereto.
- 1.25 SUBSTANTIAL COMPLETION - That date as certified by the DISTRICT when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it is intended.
- 1.26 SUPPLIER - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.27 WORK - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents
- 1.28 WORKING DAY - Any calendar day, except as noted below on which weather or ground conditions do not prevent utilization of at least fifty percent of the usual daily man hours during regular working hours.
- 1.29 WORK PACKAGE - Information consisting of, but not limited to, cover sheet and map, instruction per work location, material summary, construction sketch and pole type(s) provided as part of a Work Package.
- 1.30 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted as described in Section 00500 - Agreement to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

2. INVESTIGATION OF SITE AND CONDITIONS

The CONTRACTOR's attention is directed to the possible existence of pole lines, power lines, pipelines, buildings, structures, and other public or private improvements which may be within the limits of the work or adjacent thereto.

It shall be the responsibility of the CONTRACTOR to ascertain the exact location of all utility lines, surface or sub-surface installations or facilities, and no additional compensation will be paid because of any such installation or facilities encountered along the line of work, or for any delays caused by the location or replacement thereof. It shall be the responsibility of the CONTRACTOR to maintain all lines and utilities, and any other surface or sub-surface structure or installation of any nature that may be affected by the work. The CONTRACTOR is responsible for the protection of any loss of such utilities, facilities, or installations, and for any damage to any of the same, all of which such damage shall be repaired or replaced at the cost of the CONTRACTOR, and to the satisfaction of the DISTRICT of such facility or installation.

The CONTRACTOR shall be compensated for the costs of locating, repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities located on the Project site that are not the subject of the Agreement, which are not indicated in the Drawings and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. The CONTRACTOR shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the DISTRICT or the owner of the utility to provide for removal or relocation of such utility facilities. If the CONTRACTOR, while performing the Agreement, discovers utility facilities not identified by the DISTRICT in the Drawings and Specifications, he or she shall immediately notify the DISTRICT and utility in writing. Where the DISTRICT is the owner of the facility, it shall have the sole discretion to perform repairs or relocation work or permit the CONTRACTOR to do such repairs or relocation as Extra Work.

3. SCHEDULES, REPORTS, AND RECORDS

- A. The CONTRACTOR shall submit to the DISTRICT such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the Contract Documents for the work to be performed.
- B. Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which it propose to carry on the work, including dates at which they will start the various parts of the Work, and estimated date of completion of each part. The constructions schedule shall indicate the time of starting and completion of each major structure or phase of the Project and such intermediate phases as will serve for well-defined control points. It shall also indicate the anticipated date of receipt of major items of equipment, and all items of equipment receipt and installation of which is critical to the scheduled progress of the Project.

The construction schedule. When approved, shall not be changed without written consent of the DISTRICT. The CONTRACTOR shall assume the full responsibility for performing the Work in an orderly manner under the provisions of the Agreement.

If, in the opinion of the DISTRICT, the CONTRACTOR has fallen behind the approved progress schedule, the CONTRACTOR shall take such steps as may be required by the DISTRICT, including, but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of work, and/or the amount of construction equipment until such time as the work is back on schedule. They shall also submit for approval no later than the time of submittal of the next request for partial payment, such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the approved rate of progress will be regained, all without additional cost to the DISTRICT.

4. SHOP DRAWINGS

- A. The CONTRACTOR shall provide shop drawings as may be necessary for the prosecution of the Work, and as required by the technical specifications. The DISTRICT shall promptly review all shop drawings. The DISTRICT's review of any shop drawing shall not release the CONTRACTOR from responsibility for deviations from the Contract Documents. The review of any shop drawings which substantially deviate from the requirements of the Contract Documents shall be evidenced by a Change Order.
- B. When submitted for the DISTRICT's review, shop drawings shall bear the CONTRACTOR's certification that they have reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
- C. Portions of the Work requiring shop drawing or sample submittals shall not begin until the shop drawing or submission has been reviewed by the DISTRICT. A copy of each reviewed shop drawing and each reviewed sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the DISTRICT.
- D. The CONTRACTOR is referred to Section 01300 – Contractor Submittals for more detail regarding submittal requirements.

5. MATERIALS, SERVICES AND FACILITIES

- A. It is understood that, except as otherwise specifically stated in the Contract Documents, the CONTRACTOR shall provide and pay for all labor, tools, equipment, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the Work within the specified time.
- B. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.
- C. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6. PATENTS

The CONTRACTOR shall pay all applicable royalties and license fees. They shall defend all suits or claims for infringement of any patent rights and save the DISTRICT harmless from loss on account thereof, except that the DISTRICT shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified.

However, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, it shall be responsible for such loss unless he promptly gives such information to the DISTRICT.

7. MEASUREMENT AND PAYMENT

Payment will be made for work performed based on the unit price schedule on the Bid Form as determined by the DISTRICT. Full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in complying with all of the requirements of the Contract Documents shall be considered as included in the unit prices on the Bid Form, and no additional compensation will be allowed therefor.

8. INSPECTION AND TESTING

When requested by the DISTRICT, the CONTRACTOR shall furnish a complete written statement of the origin, composition, and manufacture of any and all materials that are to be used in the Work.

All materials may be inspected, sampled and tested by the DISTRICT. The CONTRACTOR shall give sufficient advance notice of placing of order to permit tests to be performed before the materials are incorporated in the work and they shall afford such facilities as the DISTRICT may be required for collecting and making inspections. All samples shall be furnished by the CONTRACTOR without cost to the DISTRICT. The DISTRICT may waive sampling and testing if adequate information, properly certified, is available to indicate that materials comply with terms of the specifications.

The CONTRACTOR shall furnish the DISTRICT with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the Contract Documents. If the DISTRICT requests it, the CONTRACTOR at any time before acceptance of the Work shall remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore said portions of the work to the standards required by the Contract Documents. Should the Work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed, will be paid for as provided under Section 00500 - Agreement, but should the work so exposed or examined prove unacceptable the uncovering shall be at the CONTRACTOR's expense. Inspection, supervision or observation by the DISTRICT shall not be considered as direct control of the individual workmen and their work. The direct control shall be solely the responsibility of the CONTRACTOR's foreman and superintendent.

The inspection of the Work shall not relieve the CONTRACTOR of any of its obligation to fulfill the Agreement as herein provided, and unsuitable materials may be rejected notwithstanding that such work and materials may have been previously overlooked and accepted or estimated for payment.

On all questions concerning the acceptability of materials, classifications or materials, execution of the Work, and the determination of costs, the decision of the DISTRICT shall be final and binding upon all parties.

The CONTRACTOR shall at all times maintain proper facilities and provide safe access to all parts of the Work , to the shops wherein the Work is in preparation and to all warehouses and storage yards wherein equipment and materials are stored for purposes of inspection by the DISTRICT.

Inspectors employed by the DISTRICT shall be authorized to inspect all work done and materials furnished. Such Inspection may extend to all or any part of the Work, and to the preparation, fabrication, or manufacture of the materials to be used. The Inspector is not authorized to alter or waive the provisions of the Contract Documents.

An inspector is placed on the Work to keep the DISTRICT informed as to the progress of the Work and the manner in which it is being done; also to call the CONTRACTOR's attention to any non-conformance with the Contract Documents. The Inspector will not be authorized to approve or accept any portion of the Work, to issue instructions contrary to the Contract Documents, or to act as foreman for the CONTRACTOR. The Inspector will have authority to reject defective material and to suspend any work that is being improperly performed, subject to the final decision of the DISTRICT.

The Inspector will exercise such additional authority only as may from time to time be delegated to them by the DISTRICT.

9. LIMITS OF CONTRACTOR'S OPERATIONS

The CONTRACTOR will confine its operations within the limitations of construction easements or limits as shown on the drawings. If the CONTRACTOR's operations result in damage to any privately owned facility outside the limitations of the construction easement, the CONTRACTOR shall, at its expense, repair such damage or indemnify the DISTRICT of the damaged property.

If the CONTRACTOR negotiates with property owners for use of land for construction operations outside the limits of the construction easements, it shall do so at its own risk and the DISTRICT will assume no liability for such use of private property. All agreements between the CONTRACTOR and private property owners shall be in writing and the DISTRICT will be furnished copies of such agreements.

Hauling vehicles transporting materials to and from the Project site either empty or loaded shall meet all the requirements and comply with all laws and regulations as would be required when traveling on a public street or highway for any other purpose.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

10. CONTRACT TIMES, MILESTONES AND LIQUIDATED DAMAGES

CONTRACTOR shall commence with the project no later than September 1, 2026, and may commence with WORK as early as reasonably possible after the award of contract, contract signatures, and requirements of the contract documents have been satisfied.

The DISTRICT and the CONTRACTOR shall discuss CONTRACTOR'S construction schedule and commencement of WORK at the Preconstruction Conference, outlined in SECTION 01010 – SUMMARY OF WORK - Part 1, 1.10 PROJECT MEETINGS.

The DISTRICT and the CONTRACTOR recognize that time is of the essence for the performance of the CONTRACTOR's obligations pursuant to this Agreement, and that the DISTRICT will suffer financial loss if the WORK is not completed within the time specified in the Contract Document, plus any extensions thereof. They also recognize that losses incurred by the DISTRICT for delay would be extremely difficult or impossible to calculate or ascertain. The DISTRICT and the CONTRACTOR recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the DISTRICT if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the DISTRICT and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), the CONTRACTOR shall pay the DISTRICT the amounts as indicated below for each Day that expires after the time specified for each milestone.

The DISTRICT shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the CONTRACTOR, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the time stipulated.

When CONTRACTOR is in default for nonperformance within the stipulated Contract Times including any intermediate Milestone Dates, the DISTRICT shall notify the CONTRACTOR in writing within three (3) Days after the Contract Times or intermediate Milestone Date and deduct the liquidated damages in the amount stated in the Contract Documents from any monies due the CONTRACTOR.

The deductions of liquidated damages shall be in addition to any retainage withheld and shall be non-reimbursable.

The WORK shall be complete in accordance with the following schedule milestones:

Milestone No.	Milestone Description	Completion Date
1	Project area preparation, demolition, and disposal	September 15, 2026
2	Final Completion of the Project	September 30, 2026

Liquidated damages for each calendar day that each milestone is not completely met, are as follows:

Milestone No.	Milestone Description	Amount of Liquidated Damages Per Day
1	Project area preparation, demolition, and disposal	\$500
2	Final Completion of the Project	\$500

10.

MILESTONE COMPLETION

For a given milestone to be considered complete, the following portions of the WORK must be performed:

Milestone No. 1

- Completion of site mobilization, signage installation, site protection, repair areas demolition, repair area preparation, and debris disposal and per the requirements of SECTION 00310, 1.2 and 1.3 in the CONTRACT DOCUMENTS

Milestone No. 2:

- Completion of all other Work required by the Contract Documents, including but not limited to, final inspection with District staff, demobilization, site cleanup and restoration.

11. COORDINATION AND INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

The Drawings and Specifications, Contract Change Orders, and all supplementary documents are essential parts of the Contract Documents, and a requirement occurring in one is as binding as though occurring in all. They are intended to be coordinated and to describe and provide for a complete Work.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these Contract Documents, the CONTRACTOR shall request of the DISTRICT such further explanations as may be necessary and shall conform to such explanations as part of the Contract. In the event of any doubt or question arising regarding the true meaning of these Contract Documents, reference shall be made to the DISTRICT, whose decision thereon shall be final. In the event of any discrepancy, between any drawings and the details written thereon, the details shall be taken as correct.

In the event of a conflict between the Agreement and any of the other Contract Documents, the Document highest in precedence shall control and supersede the Document which is contrary to it. The order of precedence of the Contract Documents is as follows:

First: Supplemental Agreements, the last in time being the first in precedence.

Second: The Agreement.

Third: Special Provisions.

Fourth: CONTRACTOR Bid.

Fifth: Notice to Contractors.

Sixth: Instruction to Bidders.

12. DISTRICT'S RIGHT TO PARTIAL USE

When provided for in the Contract Documents or agreed to in writing by the DISTRICT and the CONTRACTOR, the DISTRICT may notify the CONTRACTOR and begin using a portion of the Work even though it is not Substantially Complete. The CONTRACTOR and the DISTRICT shall agree on and document responsibilities for security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that portion of the Work being used by the DISTRICT. The DISTRICT and the CONTRACTOR inspect such portion of the Work and shall prepare a list of work to be completed or corrected before final acceptance. The DISTRICT's use of any portion of the Work shall not constitute final acceptance of that portion of the Work prior to Final Completion and acceptance of the Work as a whole. The DISTRICT shall allow the CONTRACTOR reasonable access to complete or correct work in areas being used by the DISTRICT. Partial beneficial occupancy shall not relieve the CONTRACTOR of its responsibility for Liquidated Damages, unless the Contract Documents expressly provide otherwise.

13. CONTRACTOR'S WORKING HOURS

The CONTRACTOR shall comply with the restrictions on working hours indicated in the Town of Truckee Encroachment Permit (7:00 AM to 7:00 PM Monday through Friday).

14. DISTRICT'S WORKING HOURS

The standard workday of the DISTRICT is the period from 7:00 AM to 5:00 PM. The standard work week begins on Monday and ends on Friday, except for legal holidays. The DISTRICT's legal holidays are defined as the following: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve and Christmas Day.

Should the CONTRACTOR choose to perform work outside of these standard working hours, the CONTRACTOR shall notify the DISTRICT a minimum of two working days beforehand.

WORK SCHEDULE RESTRICTIONS at District Headquarters 11570 Donner Pass Rd.
Truckee, CA 96161

CONTRACTOR shall perform all interior demolition, preparation, installation, and any related construction activities exclusively on Saturdays and Sundays at the District Headquarters location at 11570 Donner Pass Rd. Truckee CA, 96161 to prevent disruption of utility operations. No interior weekday work at this location is permitted under this Agreement unless the Owner provides prior written authorization.

Hours of Work

Weekend work hours shall be limited to:

- A. Saturday: 7:00 a.m. to 5:00 p.m.
- B. Sunday: 7:00 a.m. to 5:00 p.m.

Contractor shall comply with all applicable local noise ordinances during weekend work.

The CONTRACTOR shall schedule all inspection, testing and other activities requiring DISTRICT participation during DISTRICT's standard working hours. If the CONTRACTOR desires to have inspection, testing or other activities requiring DISTRICT participation occur outside of those times, the CONTRACTOR shall reimburse the DISTRICT for the labor costs incurred by the DISTRICT. WORK required by the DISTRICT to be performed on non-standard workday's or worktimes will not be subject to this provision.

In the event that DISTRICT inspectors, operations personnel, engineers or other agents of the DISTRICT are required to be at the Project site later than the standards working hours noted above, the CONTRACTOR shall reimburse the DISTRICT for the additional labor costs incurred by the DISTRICT. Such reimbursement shall occur under the following situations:

- A. Failure by the CONTRACTOR to provide adequate labor or equipment to the Project resulting in the work extending later than the standard working hours on a given day.
- B. Failure by the CONTRACTOR to properly plan and schedule the work, resulting in the work extending later than the standard hours on a given day.
- C. Failure by the CONTRACTOR to take care when excavating near known existing facilities, resulting in damage to existing facilities, the repair of which extends later than the standard working hours on a given day.
- D. The existence of a public safety hazard such as an active work zone, open trench, or similar situation that, in the opinion of the DISTRICT, required that DISTRICT personnel be present in order to protect public safety.
- E. Any other situation which, in the opinion of the DISTRICT, requires that DISTRICT personnel be present in order to ensure proper prosecution of the Work in accordance with the Contract Documents that extends later than the standard working hours on a given day.

15. LIMITATION OF DISTRICT'S RESPONSIBILITIES

The DISTRICT will not supervise, direct, control or have authority over or be responsible for the CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. The DISTRICT will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

16. The DISTRICT will not be responsible for the acts or omissions of the CONTRACTOR or any Subcontractor, any Supplier, or any other person or organization performing or furnishing any portion of the Work.

I. CONSTRUCTION SAFETY

- A. The CONTRACTOR shall follow construction procedures necessary to provide a safe working condition through all phases of the project. Said procedures shall conform to the Safety Orders, Division of Industrial Safety, Title 8, California Administrative Code and all other provisions required by Federal, State, County and Town law or ordinance. The CONTRACTOR shall also conform to all applicable requirements of the Federal Occupational Safety and Health Administration.
- B. The CONTRACTOR is solely responsible for outlining the safety procedures to be followed by its workmen, all subcontractors, and related trades working on its job, and effectively assuring compliance with such procedures. The CONTRACTOR shall always provide for the safety of the public both day and night where they are exposed to its construction operation.
- C. The DISTRICT, along with its representatives and agents, are not responsible for reviewing or approving the safety procedures followed by the CONTRACTOR.

END OF SECTION 00800

SECTION 01010 - SUMMARY OF WORK

PART 1 -- GENERAL

1.1 GENERAL

- A. The WORK to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services and performing all WORK, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The WORK shall be complete, and all WORK, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete, safe and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the DISTRICT.

1.2 BACKGROUND

- A. The purpose of this project consists of the design, engineering, manufacture or procurement, and installation and certification for the implementation of measures to mitigate ballistic and intrusion threats to enhance the security and safety protocols of the TDPUD District Headquarters Facility. The project entails adding Rated UL752 Level 3 ballistic glazing and transaction windows with a baffled style to promote natural sound transmission and a transaction tray mounted on existing countertop at the customer service counter, located inside the lobby at District Headquarters. Ballistic rated products have been used during prior projects and are currently installed in several locations within the District Headquarters facility. The DISTRICT has based product specifications upon currently installed products within the facility. Products of equivalent specification, performance, testing and certification will be considered. Alternate equivalent product or specification submittals must be submitted for prior approval by 4:00pm on Tuesday, March 24, 2026, to the District Office at 11570 Donner Pass Road, Truckee, California, 96161. Alternate equivalent product or specification submittals must receive prior approval by DISTRICT staff for the bid submittal to qualify as a responsive bid. The specifications outlined herein are intended to address all facets involved in the design, manufacture, procurement, and installation of ballistic rated glass, ballistic reinforced walls, a single ballistic rated door to match existing aesthetic, and forced entry film intrusion prevention enhancements on the exterior windows in the lobby area and around the East side of the facility.
1. Design: Ballistic and intrusion mitigation design including field measure, submittal drawings, and product sample submittals.
 2. Furnish and install (1) 3.0 x 7.0 UL752 Level 3 ballistic rated wood core door slab with offset view window (existing door hardware to be reused).
 3. Furnish and install new UL752 Level 3 rated ballistic interior vertical baffle transaction line system with clear satin anodized two piece channel and countertop transaction trays or equivalent.
 4. Furnish and install UL752 Level 3 ballistic interior finished fiberglass panels behind wall finishes adjacent and below existing customer service counter. Wall finishes are to be removed prior to installation of ballistic fiberglass and reinstalled by District staff after ballistic fiberglass panels are installed by contractor.
 5. Furnish and install Forced Entry Film - Safety Shield SS800 with wet glazed caulk, or equivalent, on thirty eight window panels.
- B. Installation of the interior ballistic enhancements in the lobby and customer service area will be performed on weekends to prevent disruption of utility operations and customer service.

- C. Interior wall finishes (Tongue and Groove and other) below and adjacent to the customer service counter will be removed by Truckee Donner PUD staff prior to ballistic security enhancement installation and reinstalled by Truckee Donner PUD staff after ballistic security enhancement installation is complete.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The WORK of this project comprises the following:

1. Provide all necessary submittals and records set forth in the Contract Documents.
2. Mobilize equipment to the project site. The CONTRACTOR shall store materials and equipment at the site in a manner that will not impede traffic or endanger the public. In some cases, due to site size restrictions, the CONTRACTOR may have to store materials elsewhere. Acquisition of any additional storage areas shall be the responsibility of the CONTRACTOR. In all cases, the CONTRACTOR shall be responsible for the safe storage and transport of the material to the jobsite.
3. Schedule and facilitate all inspections and approvals required by regulatory agencies, including but not limited to, the Town of Truckee Building Department.

1.4 CONTRACT METHOD

- A. The WORK hereunder will be constructed under a combination lump sum and per the outlined work in Section 00300 – Bid Forms Payment for WORK shall be as described in Section 00310 – Measurement and Payment.

1.5 EXPRESSION OF CONTRACTOR RESPONSIBILITY IN THE TECHNICAL SPECIFICATIONS

- A. Whenever in the Technical Specifications, requirements are expressed with active verbs and no subjects, the words, "The CONTRACTOR shall," have been omitted as a matter of style, and it is intended that the CONTRACTOR is the party responsible for taking the action required.

1.6 WORK SEQUENCE AND SCHEDULING CONSTRAINTS

- A. The CONTRACTOR shall schedule and perform the WORK in such a manner as to result in the least possible disruption to the public's use of roadways, driveways, and utilities.

1.7 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR'S use of the Project Site shall be limited to its construction operations related to this Contract only.
- B. CONTRACTOR'S will be required to enclose, contain, and secure the construction area while maintaining ADA access.
- C. CONTRACTOR'S will minimize environmental and construction noise impacts to ongoing DISTRICT operations in the adjacent facility front entryway, public access lobby, and customer service areas and public restrooms.

1.8 STORAGE

- A. Storage conditions shall be in accordance with manufacturer's instructions and be acceptable to the DISTRICT for all materials and equipment not incorporated into the WORK but included in Applications for Payment. Proper environmental conditions shall be maintained by the CONTRACTOR at all storage facilities. The CONTRACTOR shall obtain any necessary off-site storage facilities, and such facilities shall be accessible to the DISTRICT. The stored materials shall be insured for full value. Certificates of liability insurance coverage shall be submitted to the DISTRICT with the request for payment. All arrangements and costs for storage facilities shall be paid by the CONTRACTOR.
- B. CONTRACTOR'S will be required to store all tools, materials, hardware and appurtenance's necessary for the project within the enclosed, secure construction area through the duration of the project.

1.9 NOTICES TO OWNERS OF ADJACENT PROPERTIES AND UTILITIES

- A. Should it become necessary to temporarily deny access by owners or tenants to their property, the CONTRACTOR shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit any resulting inconvenience.

1.10 PROJECT MEETINGS

Preconstruction Conference:

- 1. Prior to the commencement of WORK, a preconstruction conference will be held at the offices of the DISTRICT. The Conference shall be attended by the CONTRACTOR'S Project Manager, its Superintendent, and its Subcontractors as the CONTRACTOR deems appropriate. Other attendees will be:
 - a. Representatives of DISTRICT
 - b. Others as requested by CONTRACTOR or DISTRICT
- 2. The purpose of the conference is to designate responsible personnel, discuss Contract requirements, and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The CONTRACTOR shall be prepared to discuss all of the items listed below.

- a. CONTRACTOR'S assignments for safety and first aid, including designated competent person(s) and the CONTRACTOR'S safety representative.
- b. Status of CONTRACTOR'S insurance and bonds.
- c. CONTRACTOR'S construction schedule.
- d. Transmittal, review, and distribution of CONTRACTOR'S submittals.
- e. Processing applications for payment.
- f. Maintaining record documents.
- g. Critical Work sequencing.
- h. Field decisions and Change Orders.
- i. Use of Project Site, storage areas, security and housekeeping.
- j. Equipment deliveries and priorities.
- k. Permits required for construction.
- l. Utilities required for construction.
- m. Contract authority and channels of communication.
- n. Coordination with others.

3. The DISTRICT will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.

4. The following emergency contacts for the DISTRICT are designated:

Brian Yohn: (530) 582-3967 or (530) 414-4639
 Matthew Wellise: (530) 582-3973 or (530) 448-4735

B. Progress Meetings:

- 1. The DISTRICT will schedule and hold progress meetings as deemed necessary by the DISTRICT. The CONTRACTOR, DISTRICT and all Subcontractors active on the Site shall attend each meeting. The CONTRACTOR may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors.
- 2. The DISTRICT will preside at the meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings will be to review the progress of the WORK, discuss safety, maintain coordination of efforts, discuss commercial issues, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR is required to present any issues which may impact its WORK, with a view to resolve these issues expeditiously.

1.11 PUBLIC AWARENESS

A. The following are sensitive issues related to general public and project site neighbors:

1. Safety in General is the most important Public Awareness issue. Safety in General includes the following:
 - a. Safety of children pertaining to school travel and play.
 - b. Safety of pedestrian areas around the construction area.
 - c. Safety of neighborhood vehicular traffic around the construction area.
 - d. Safety of personal property around the construction area.
 - e. Safe and effective traffic control measures.
 - f. Temporary walls to keep customers away from the main construction areas.
2. Minimizing inconvenience to the community and neighborhood. (i.e., access to personal property or businesses).
Control and limiting of construction traffic.
3. Staging and coordination of construction activity. Precautions to minimize noise.
4. All traffic control will be provided by the contractor when deemed necessary and be included in the price per square foot bid.
5. Maintenance and utilization of construction employee parking.
6. Timely project completion. Working hours.

1.12 CONSTRUCTION SAFETY

- A. The CONTRACTOR shall follow construction procedures necessary to provide a safe working condition through all phases of the project. Said procedures shall conform to the Safety Orders, Division of Industrial Safety, Title 8, California Administrative Code and all other provisions required by Federal, State, County and Town law or ordinance. The CONTRACTOR shall also conform to all applicable requirements of the Federal Occupational Safety and Health Administration.
- B. The CONTRACTOR is solely responsible for outlining the safety procedures to be followed by its workmen, all subcontractors, and related trades working on its job, and effectively assuring compliance with such procedures.
- C. The CONTRACTOR shall provide adequate signage, to include but not limited to, signage to identify "CONSTRUCTION IN PROGRESS" and the "CONSTRUCTION AREAS – AUTHORIZED PERSONNEL ONLY" and always provide for the safety of DISTRICT employees and the public both day and night where they are exposed to or adjacent to its construction operation.
- D. The DISTRICT, its representatives, contractors, agents and field inspectors, are not responsible for reviewing or approving the safety procedures followed by the CONTRACTOR.

- END OF SECTION -

SECTION 01300 - CONTRACTOR SUBMITTALS

PART 1 -- GENERAL

1.1 GENERAL

- A. CONTRACTOR "Submittals" may be Shop Drawings, schedules, Gantt charts, surveys, reports, samples, plans, lists, drawings, documents, findings, programs, manuals, data, or any other item or information required by the Contract Documents to be submitted or offered by the CONTRACTOR in accomplishing the Work.
- B. Wherever submittals are required hereunder, all such documents shall be furnished to the DISTRICT.
- C. The CONTRACTOR is responsible for the accuracy, completeness, and coordination of all Submittals. The CONTRACTOR shall not delegate this responsibility in whole or in part to any Subcontractor. Submittals may be prepared by the CONTRACTOR, Subcontractors or Suppliers, but the CONTRACTOR shall verify that each Submittal meets the requirements of the Contract Documents. Verify that there are no conflicts between Submittals and notify the DISTRICT in each case where a Submittal may affect the work of another contractor or the DISTRICT. The CONTRACTOR shall ensure coordination of Submittals of related crafts and Subcontractors.

1.2 PRECONSTRUCTION CONFERENCE SUBMITTALS

- A. Prior to the preconstruction conference referred to in Section 01010 - Summary of Work, submit the following items for review:
 - 1. A preliminary schedule of Shop Drawings, Samples, and proposed Substitute ("Or-Equal") Submittals listed in the Bid.
 - 2. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit.
 - 3. The names and qualifications of Designated Safety Representative and Designated Competent Persons.
 - 4. Preliminary Progress Schedule in accordance with Section 01310 - Construction Progress Schedule.

1.3 PROGRESS REPORTS

- A. The CONTRACTOR shall furnish a progress report to DISTRICT with each Application for Payment. If the WORK falls behind schedule, submit additional progress reports at such intervals as DISTRICT may request.
- B. Each progress report shall include sufficient narrative to describe any current and anticipated delaying factors, effect on the construction schedule, and proposed corrective actions. Any WORK reported complete, but which is not readily apparent to DISTRICT, must be substantiated with satisfactory evidence.

- C. Each progress report shall include a list of the activities completed with their actual start and completion dates, a list of the activities currently in progress, and the number of Working days required to complete each.

1.4 CONTRACTOR'S SCHEDULE

- A. The CONTRACTOR'S construction schedules and reports shall be prepared and submitted to the DISTRICT in accordance with the provisions of Section 01310 – Construction Progress Schedule.

- END OF SECTION -

SECTION 01310 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 -- GENERAL

1.1 REQUIREMENTS OVERVIEW

- A. The CONTRACTOR'S planning, scheduling and execution of the WORK shall be presented to the DISTRICT by submission of the schedule information and data indicated in this Section.
- B. In preparing all schedules, it is the responsibility of the CONTRACTOR to work with each Subcontractor and Supplier to obtain information pertinent to the planning and updating of their respective activities and schedules.

PART 2 -- PRODUCTS

2.1 GENERAL CRITERIA

- A. The Progress Schedule shall reflect the CONTRACTOR's plans for and status of the WORK.
- B. The Progress Schedule shall show the breakdown of work into activities and relationships only to the extent required to effectively manage the WORK. The Schedule shall show the division of the WORK into activities and specify the progression from the Notice to Proceed to the end of the Contract Times. The Preliminary Progress Schedule shall include appropriate time allowances and constraints for submittals, items of interface with work performed by others, and construction, start-up, and performance tests.
- C. The CONTRACTOR's Progress Schedule shall include all procurement related activities that lead to delivery of permanent materials to the Site in a timely manner. The procurement activities shall indicate significant events in the procurement process such as issuance of purchase orders and subcontracts, submittal of shop drawings, review and approval of shop drawings, release for fabrication, release for shipment, delivery dates for major materials and equipment, etc., as appropriate.
- D. The CONTRACTOR shall schedule those required duties and responsibilities of the DISTRICT within the Contract Times. The Progress Schedule shall incorporate activities and sequences based on the information given in the Contract Documents, and if not given, as indicated by the DISTRICT in writing.
- E. The Preliminary Progress Schedule shall identify the start and completion dates for work activities for which the CONTRACTOR is entitled to payment.
- F. The Progress Schedule shall be in a precedence diagram format, shall be plotted on a time-scaled calendar, and shall identify the Contract Times, milestones, the critical path(s), and all activities. Activities shall be shown on their early dates, with their total float noted beside them. Connections between activities, whether on the same sheet or on different sheets, shall identify both the predecessor and successor work.

2.2 SCHEDULE SUBMITTAL

- A. The CONTRACTOR shall produce a Preliminary Progress Schedule submittal that will be an accurate representation of the proposed means and methods for accomplishing the WORK. This schedule will show all logical relationships and constraints between activities. This schedule shall be available for discussion at the Preconstruction Conference described in Section 01010 – Summary of Work.

2.3 MONTHLY PROGRESS REPORTS

- A. The CONTRACTOR shall submit to the DISTRICT, a report indicating the monthly and cumulative cost totals for the WORK. The report shall be in format developed by the CONTRACTOR and reviewed by the DISTRICT.

PART 3 -- EXECUTION

3.1 SCHEDULE UPDATES

- A. The CONTRACTOR shall keep the Progress Schedule current and shall update it on a weekly basis. A copy of the current progress schedule shall be made available to the DISTRICT upon request.
- B. A copy of the updated Progress Schedule shall be submitted with each request for payment.

- END OF SECTION -

SECTION 01450 - PERMITS

PART 1 -- GENERAL

1.1 THE REQUIREMENT

- A. The DISTRICT shall furnish the Town of Truckee Building Permit for this project.

1.2 PERMITS OBTAINED BY THE DISTRICT

- A. Truckee Donner Public Utility District has confirmed with the Town of Truckee Building and Planning Departments that no permit is required for the exterior wall finish repair project. The proposed repairs are to be like for like materials with no color change required or proposed.

1.3 PERMITS TO BE OBTAINED BY THE CONTRACTOR

- A. The CONTRACTOR shall obtain any and all other permits required for the performance of the WORK.

- END OF SECTION -

SECTION 01520 - SECURITY

PART 1 -- GENERAL

1.1 SECURITY

- A. The CONTRACTOR shall protect the WORK, all material, equipment and supplies from theft, vandalism, and unauthorized entry.
- B. The CONTRACTOR shall restrict entry of persons and vehicles not affiliated with the CONTRACTOR or DISTRICT employees into Site.
- C. Parking on street and at no time park within where access to personal property or commercial business is restricted.
- D. No visitors at any time.

- END OF SECTION -