



*VALLEY OF THE MOON WATER DISTRICT*

A Public Agency Established in 1962  
19039 Bay Street · P.O. Box 280  
El Verano, CA 95433-0280  
Phone: (707) 996-1037  
Fax: (707) 996-7615

August 28, 2024

Sent via email.

**RE: Valley of the Moon Water District Request for Bids (Informal) for the Donald Well Inspection and Rehabilitation**

**(Due by 2:00 PM Thursday September 26<sup>th</sup>, 2024)**

Dear Contractor,

Valley of the Moon Water District (District) is requesting informal bids from contractors, to provide well inspection and rehabilitation of Donald Well, a 50-year-old well located on the 500 block of Donald St. Sonoma, CA. The physical construction of the project will be carried out by a qualified contractor in FY 2024/25. If you/your company is interested in supplying a bid to the District, please read below for further information and instructions:

**Project #3061, Donald Well Inspection and Rehabilitation:**

**DESCRIPTION OF WORK**

- Disconnect and salvage for wellhead pipe connections for reconnection
- Pull and dispose of existing column pipe, pump/motor and wire
- Camera the well casing and review video for signs of wear, damage or screen plugging/failure.
  - Provide District with a copy of the video recording.
- Based on inspections and observations, prepare a written list of deficiencies and recommendations for bringing the well back online. Possible recommendations include (but are not limited to):
  - Bailing the well to restore depth
  - Scouring, surging or chemical treatments of the well casing to restore inflow
- Replace the existing 20 HP pump and motor with a high-efficiency pump, remove existing pump controls and install a VFD for motor control.
  - TDH: 288'
  - Power: 3 phase 240 V
  - Existing pump horsepower: 20
  - Target flow rate: 120 GPM

DIRECTORS:  
OFFICERS:

Gary Bryant – Steve Caniglia – Jon Foreman – Steve Rogers – Colleen Yudin-Cowan  
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

- Preferred VFD: Yaskawa IQ1000 20 HP 3R VFD, three phase, 240 Volt with high leg.
- Replace well motor wire
- Replace column pipe with new 3" galvanized column pipe
- Install two new column pipe check valves
- Provide new well seal plate with space for two (2) 1" sounding tubes, one (1) ¾" vent, and the well discharge pipe
- Install two 1" PVC sounding tubes to below pumping water level. One will be used for sounding and the other will house a level transducer (District to provide transducer)
- Reassemble well and reconnect piping
- Provide District with as-built photos, notes, shop drawing (if needed), and pump and motor nameplates.

### **SUBMITTAL REVIEW**

Please provide the District's Water System Manager with submittals (via email) for review and approval before making equipment/material purchases.

### **BIDDER ELIGIBILITY**

To be eligible to bid, the qualified contractor must attend a **mandatory pre-bid site walk meeting on Monday, September 16<sup>th</sup>, 2024 at 10:00 AM**. The site walk will begin at the District's main office at 19039 Bay St. Sonoma, CA 95476, and then proceed to the well site.

Sealed bids are due by **2:00 PM Thursday September 26<sup>th</sup>, 2024**. Please title your bid "**Donald Well Inspection and Rehabilitation**", and address as follows:

**For parcel service or hand delivery:**  
(USPS will not deliver to the physical address)

Attention: Matt Fullner  
 Valley of the Moon Water District  
 19039 Bay St.  
 Sonoma, CA 95476

**For USPS "mail" delivery:**

Attention: Matt Fullner  
 Valley of the Moon Water District  
 P.O. Box 280  
 El Verano, CA 95433

**Bid Opening: 2:30 PM Thursday September 26<sup>th</sup>, 2024**; VOMWD District Office, 19039 Bay Street, Sonoma California 95476.

### **BID SECURITY**

Bids must be accompanied by a certified check drawn on a bank in good standing or a bid bond issued by a surety company authorized to issue such bonds in the State of California, in an amount of not less than **ten percent (10%)** of the total amount of the bid submitted. This check or bid bond shall be given as a guarantee that if awarded the contract, the successful bidder will execute the attached contract and furnish a properly executed performance bond in the full amount of the contract price within the time specified.

DIRECTORS:  
 OFFICERS:

Gary Bryant – Steve Caniglia – Jon Foreman – Steve Rogers – Colleen Yudin-Cowan  
 Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

## **RECORD OF EXPERIENCE BY THE PRIME CONTRACTOR**

At the time of submission of bids, all bidders must provide and certify information that clearly demonstrates a 3-year period of expanding experience. Said experience must be with products similar to that specified in this contract. Experience must include projects of a similar size and scope of work and be within the local geographic area (within 200 miles). Information shall be provided on the form provided in the bid packet and include project name, description of work, cost, location, point of contact, and telephone number. The District reserves the right to reject bids that do not contain and confirm the required experience information.

## **CONTRACT DOCUMENTS**

The Contract Documents pertaining to this work consist of the material bound and attached herewith. Contract amount will be determined based on the available funds, selected alternatives, if applicable, and the lowest responsive bid. These Contract Documents are intended to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a bid and being in doubt as to the meaning or intent of said Contract Documents should request of the District's General Manager, in writing, an interpretation thereof. Any interpretation or change in said Contract Documents should be made in writing, and a copy of such interpretation or change will be published, as shall be all other addenda, on District's website. Addenda may be downloaded from the District's website. Bidders should frequently check the District's website until closing, i.e., at least once weekly until the week of closing and at least once daily the week of the closing. District will not be responsible for any other explanation or interpretation of said Documents.

## **WORK PERFORMED BY THE PRIME CONTRACTOR**

At the time of submission of bids, all bidders must identify and certify their company will accomplish a minimum of 50% of on-site construction involving both labor and materials. The District reserves the right to reject bids that do not clearly and accurately identify the minimum of on-site work to be performed by the contractor.

## **SUPERVISION OF WORK BY THE PRIME CONTRACTOR**

Only an experienced, full-time employee of the prime contractor will supervise the work on behalf of the prime contractor. Said supervisor must have a demonstrated supervisory role of a minimum of three (3) years and be employed by the prime contractor for a minimum of twelve (12) months prior to the award of the contract.

## **CONTRACTING LICENSE REQUIREMENT**

The bidder must be registered with the California Contractor State License Board.

Each bid must contain the license number of the bidder and subcontractors.

## **PREPARATION OF BID**

The bid for the work contemplated is to be submitted on the form prescribed in the bid herein. All blank spaces on the bid form must be filled in ink, both in words and in numbers where applicable. No changes shall be made in the phrasing of the forms or in the items mentioned herein. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in numbers.

Any bid that contains omissions, erasures, alterations, additions of any kind, or items uncalled for, or which in any manner fail to conform to the conditions of the published Advertisement for Bids and associated addenda, may be rejected by the District.

Bids made by corporations or partnerships shall contain names and addresses of the principal officers or partners.

### **SUBMISSION OF BIDS**

All bids must be submitted at the time and place and in the manner prescribed in the Advertisement for Bids. Bids must be made on the prescribed bid forms attached herewith and submitted intact with the bid documents. Late bids will not be considered. Faxed or e-mailed bids will not be considered.

### **FIRST TIER SUBCONTRACTOR DISCLOSURE**

If a bid for the project contains subcontractor, the Bidder must submit a written disclosure of the names, addresses, contractor license number, if applicable, and amount of subcontract for all subcontractors furnishing labor or labor and materials whose subcontracts are equal to or greater in value than 5% of the total project bid and describe the Work that each Subcontractor will perform.

### **WITHDRAWAL OF BID**

Any bid may be withdrawn prior to the scheduled date and time for the opening of bids either by written request, or in person. No bid may be withdrawn after the time scheduled for opening of bids.

The District reserves the right to retain the bid security of the three (3) lowest bidders until the successful bidder has furnished a one hundred percent (100%) performance bond. Upon failure of the successful bidder to deliver performance bond within the specified time, the next lowest bid may be accepted at the District's discretion, whereupon the above instructions and requirements will apply to the said second bidder. Bid security of all bidders, except the three (3) lowest, will be returned promptly after the evaluation of bids; bid security of the three lowest bidders will be returned within three (3) days after the contract has been executed or other disposition made thereof in accordance with the provisions stated herein.

### **CONDITIONS OF WORK**

Each bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful bidder of his obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents. Each bidder must inform himself on all laws and statutes, both Federal and State, relative to the regular execution of the work, the employment of labor, right-of-way, and access to the work, fire protection regulations, and similar requirements.

### **AWARD OR REJECTION**

The contract will be awarded to the lowest responsive, responsible bidder complying with the bid specifications. Should the District have sufficient funding and desire alternates, the contract will be awarded to the alternates selected by the District at the District's sole discretion.

The District reserves the right to reject any or all bids or to waive any formality, informality, irregularity, or technicality in any bid. No bidder may withdraw his bid for a period of ninety (90) days after the date of

opening thereof. The acceptance of a bid will be by notice in writing, mailed, or delivered to the office designated in the Bid.

### **ADDENDA**

Any addenda issued during the time of bidding and forming a part of the Contract Documents to the bidder for the preparation of his bid shall be covered in the bid and shall be made a part of the contract. Addenda will be handled as follows: District will not mail notice of Addenda, but will publish notice of any Addenda on District's website. Addenda may be downloaded from the District's website. Bidders should frequently check the District's website until the date of closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing. Each addendum shall be required to be acknowledged in writing by the bidder.

### **EXECUTION OF CONTRACT**

The contract is executed upon signature of the contract document by both the District's General Manager and the Contractor's representative authorized to sign the contract.

### **PERFORMANCE, PAYMENT AND PUBLIC WORKS BOND**

The successful bidder shall file with the District performance and payment bonds in the full amount of the contract price of the contract within five (5) working days of written notification of award of the contract by the District. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the District and shall be authorized to do business in the State of California. The Attorney-in-Fact (Resident Agent) who executes this performance and payment bond on behalf of the surety company must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

### **FAILURE TO FURNISH BOND**

Should the successful bidder fail or refuse to execute the contract and furnish the performance and payment bonds, then the bid security deposited by said bidder shall be retained as liquidated damages by the District. It is agreed that this said sum is a fair estimate of the amount of damages the District will sustain in case the bidder fails to comply as provided herein and is not a penalty. Bid security deposited in the form of a certified check shall be subject to the same requirement as a bid bond.

### **RESPONSIBILITY OF PUBLIC AGENCY (VALLEY OF THE MOON WATER DISTRICT)**

Advertise and accept bids for the project, award, administrate the contract, inspect the project for compliance with contract specifications, and provide payment as provided for in this contract.

### **CHANGES**

District may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by Contractor for an adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt from the Authorized Representative of District by Contractor of the notification of change, or the claim shall be deemed waived by contractor. The issuance of information, advice, approvals, or instructions by District's Representative or other District personnel shall not constitute an authorized change

DIRECTORS:  
OFFICERS:

Gary Bryant – Steve Caniglia – Jon Foreman – Steve Rogers – Colleen Yudin-Cowan  
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

pursuant to this section. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon District until a written Change Order is executed by the Authorized Representative of District, which expressly states that it constitutes a Change Order to this Contract. Nothing contained in this section or any claim by the Contractor shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the Contract.

### **CONTRACTOR'S RESPONSIBILITY**

Contractor shall complete the work as represented in these plans and specifications, and as modified by written change order or written direction of the District. It is understood that the plans, specifications, and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the Contractor's liability or status as an independent Contractor under this contract.

### **PAYMENTS**

The District will make monthly payments as specified in the General Conditions, and as may be agreed by Contractor, Inspector, and General Manager. Progress payments may be submitted monthly to the District project manager. If the District is notified that payment from Contractor has not been made for labor or materials invoiced to the District by Contractor, the District may withhold monies from payment to the Contractor in a sum sufficient to pay for such labor or materials. With the final contract payment request, the contractor must include a statement certifying that all persons/subcontractors/suppliers supplying labor and material, whose costs are included with the current payment request, have been paid in full. Progress payments shall be made to the Contractor within twenty (20) days of the District's receipt of the statement of services.

### **"AS BUILT" PLANS**

The Contractor shall maintain a set of "as built" plans noting the actual work performed, including dimensions, depths, thickness, materials, and other pertinent information marked in red ink on a clean set of project plans. The contractor shall include detailed drawings and changes as necessary to supplement the plan information. The contractor shall record in the as built plans the depth, location, type of pipe, and other information about other utilities or facilities encountered while constructing this project. The contractor shall note the products, and manufacturers (where possible) of installed materials.

### **PROJECT WORK AREA CLEANLINESS**

It is understood that the cleaning of the work areas is required at the end of each working day and after project completion is considered incidental and that no additional compensation will be paid individually for this work. Pavement areas will be swept clean and all construction debris will be disposed of in a way approved by the Project Engineer.

### **PREVAILING WAGE**

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)]. 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. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Every contractor will be required to secure the payment of workers' compensation to his or her employees. Labor Code Section 1860. The contractor shall post the applicable prevailing wage rate on the project site. Labor Code Section 1771.4. The project is subject to prevailing wages. The applicable wage rates are available at [www.dir.ca.gov](http://www.dir.ca.gov).

If interested in providing the District with a proposal, please do so by 2:00 PM, **Thursday September 26<sup>th</sup>, 2024**. Staff is available to answer any questions you may have and will issue an addendum to all on the email list for relevant questions. No specific format for questions is required, though email is preferred. **No addendum will be issued later than September 19<sup>th</sup>, 2024**. We look forward to receiving and reviewing your proposal.

Sincerely,



Matt Fullner – General Manager  
[mfullner@vomwd.org](mailto:mfullner@vomwd.org)

**Attached:**

- **Example Contract**

The District's standard plans may be found here: <https://www.vomwd.org/standards>

**Example Contract:**

Valley of the Moon Water District  
P.O. Box 280, El Verano, CA 95433  
Telephone (707) 996-1037 - FAX (707) 996-7615

Some of the important terms of this agreement are printed on pages 2-6. For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2-6 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
Project No. \_\_\_\_\_

(sent via email XXXXX)

**The undersigned Contractor offers to furnish the following:**

Per estimate dated XXXXX. Estimate attached.

Contract price \_\_\_\_\_

Completion date: \_\_\_\_\_

Instructions: Sign and return the original. Upon acceptance by Valley of the Moon Water District, a copy will be signed by its authorized representative and promptly returned to you.

Insert below the names of your authorized representative(s).

Accepted: Matt Fullner  
Valley of the Moon Water District

Contractor: \_\_\_\_\_  
COMPANY NAME

Signature: \_\_\_\_\_  
Title: General Manager

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

Other authorized representative(s)  
Clayton Church  
Water System Manager

Other authorized representative(s)  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_

**Construction Contracts**

**Indemnification** – To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless Valley of the Moon Water District (District), its directors, officers, employees, and authorized volunteers from and against all

DIRECTORS:  
OFFICERS:

Gary Bryant – Steve Caniglia – Jon Foreman – Steve Rogers – Colleen Yudin-Cowan  
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel



claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District, its directors, officers, employees, and authorized volunteers.

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

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

1. **General Liability - Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the District; this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
4. **Builder's Risk** – (Course of Construction) if necessary- insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. See **Responsibility of Work**
5. **Contractor's Pollution Liability** – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the 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)

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

DIRECTORS:  
OFFICERS:

Gary Bryant – Steve Caniglia – Jon Foreman – Steve Rogers – Colleen Yudin-Cowan  
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

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

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

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

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

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

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

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

**Verification of Coverage - Evidences of Insurance** Contractor shall furnish the District with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the 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 is a material breach of contract.

**Continuation of Coverage** - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

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

#### **Other Considerations/Exceptions:**

---

If scope includes Design/Build exposures include:

**Professional Liability** - with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

#### **Professional Liability maybe Claims Made Policies – include the following provisions.**

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

#### **GENERAL CONDITIONS**

**Safety** - In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions

DIRECTORS:  
OFFICERS:

Gary Bryant – Steve Caniglia – Jon Foreman – Steve Rogers – Colleen Yudin-Cowan  
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

shall include but shall not be limited to: adequate life protection and life-saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gangplanks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the Coccidioides fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures

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

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

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

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

**Prevailing Wage** – 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)]. 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. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Every contractor will be required to secure the payment of workers' compensation to his or her employees. Labor Code Section 1860. The contractor shall post the applicable prevailing wage rate on the project site. Labor Code Section 1771.4. The project is subject to prevailing wages. The applicable wage rates are available at [www.dir.ca.gov](http://www.dir.ca.gov).

DIRECTORS:  
OFFICERS:

Gary Bryant – Steve Caniglia – Jon Foreman – Steve Rogers – Colleen Yudin-Cowan  
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel