



**SPECIAL MEETING OF THE BOARD OF DIRECTORS  
PICO WATER DISTRICT**

4843 S. Church Street  
Pico Rivera, California, 90660

**4:30 PM Wednesday, December 22, 2021**

**AGENDA**

Pursuant to the provisions of Government Code Section 54953(e), as amended by AB 361, any Board member and any member of the public who desires to participate in the open session items of this meeting may do so by accessing the Zoom link below to join by webcam or teleconference.

Any member of the public wishing to make any comments to the Board may do so through that Zoom link. The meeting Chair will acknowledge such individual(s) at the appropriate time in the meeting prior to making his or her comment. Members of the public wishing to make a comment are asked to state their name for the record and will be provided three (3) minutes to comment, the Board secretary will alert those commenting when they only have 30 seconds remaining. All members of the public will be disconnected from the Zoom link immediately before the Board of Directors adjourns into Closed Session.

**Join Zoom Meeting**

<https://us06web.zoom.us/j/9521779948?pwd=dGNxcXh3YitEc2NlVVdrUzVvNm4rZz09>

Join by Telephone: +1 669 900 6833

Meeting ID: 952 177 9948 Passcode: 421745

1. **ROLL CALL.**
2. **PLEDGE OF ALLEGIENCE.**

**3. INVOCATION.**

**4. TIME RESERVED FOR PUBLIC COMMENTS.**

*Members of the public shall be allowed three minutes to address the Board on any matter on the agenda and/or within the jurisdiction of the District, which is not on the Agenda. All comments should be addressed to the presiding officer of the meeting. Additional public comments shall be allowed when a listed agenda item is being considered, but such comments made at that time must be confined to the subject that is being discussed at the time such comments are made. Members of the public are asked to state their name for the record. Due to all Board Meetings being run as Zoom Meetings all participants will be placed on mute at the start of the meeting and when the meeting is open for public comment the participant will be asked to raise their hand through the button on the video conference screen if participating by video conference or by pressing \*9 on their phone if participating by teleconference.*

**5. ADOPTION OF AGENDA.**

**6. ACTION/DISCUSSION ITEMS.**

- A. Consider Proposals for the PFAS Treatment Systems at Wells 5A, 8 and 11.  
*Recommended Action – to be considered at the Board Meeting.*

**7. BOARD MEMBER COMMENTS.**

- A. Report on Meetings Attended/Comments.

**8. ADJOURNMENT.**

**AGENDA POSTED ON:** December 21, 2021

**Next regularly scheduled meeting:** January 5, 2022

***NOTE: To comply with the Americans with Disabilities Act, if you need special assistance to participate in any Board meeting, please contact the District office at (562) 692-3756 at least 48 hours prior to a Board meeting to inform the District of your needs and to determine if accommodation is feasible.***

***Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the District office, located at 4843 S. Church Street, Pico Rivera, California.***

**ACTION/DISCUSSION  
ITEMS**

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**6. ACTION/DISCUSSION ITEMS.**

- A. Consider Proposals for the PFAS Treatment Systems at Wells 5A, 8 and 11.  
*Recommended Action – to be considered at the Board Meeting.*

THE GENERAL MANAGER IS CURRENTLY  
ASSESSING THE REQUESTS FOR PROPOSAL AND  
THE BID DOCUMENTS RECEIVED.  
THERE IS NOT STAFF REPORT AT THIS TIME.

THE GENERAL MANAGER IS CURRENTLY  
ASSESSING THE IMPACTS FOR PROPOSED AND  
THE BID DOCUMENTS RECEIVED  
THERE IS NOT STATE REPORT AT THE TIME

# Well 5A, Well 8 and Well 11 PFAS Treatment Facility

Location: District Office 4843 Church Street, Pico Rivera

Date & Time of Bid

Opening: December 7, 2021 @ 3:00 PM

Engineers Estimate - 1,500,000.00

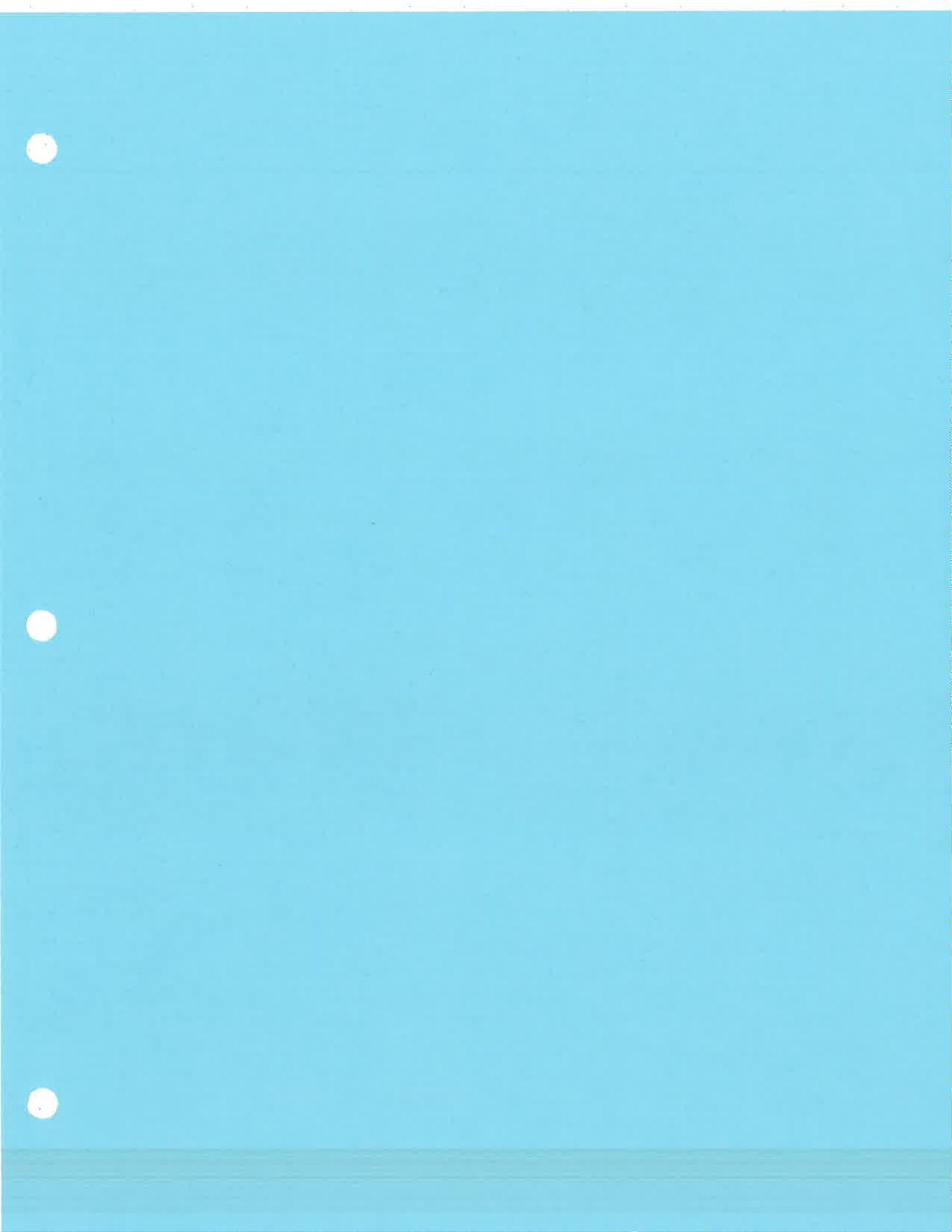
Engineers Estimate including a 15% contingency

BID OPENING AT: 12-7-21

	Project Contractors	Time submitted	Bid Submittal	15% Contingency	Total Amount	Proposal submitted signed and sealed	Bid schedule submitted and signed correctly	Bidders bond submitted and signed correctly	Site inspection form submitted	Equipment material source submitted	Contractors licensing statement	Public works contractor registration certificate	List of subcontractor	Non-collusion affidavit
1	Pacific Hydrotech	12-07-21 @ 2:52 PM	\$ 2,530,600.00	\$ -	\$ -									
2	Pascal & Ludwig	12-07-21 @ PM	Did not submit	\$ -	\$ -									
3	RC Foster	12-07-21 @ 2:41 PM	\$ 2,235,000.00	\$ -	\$ -									
4	SS Mechanical	12-07-21 @ PM	Did not submit	\$ -										

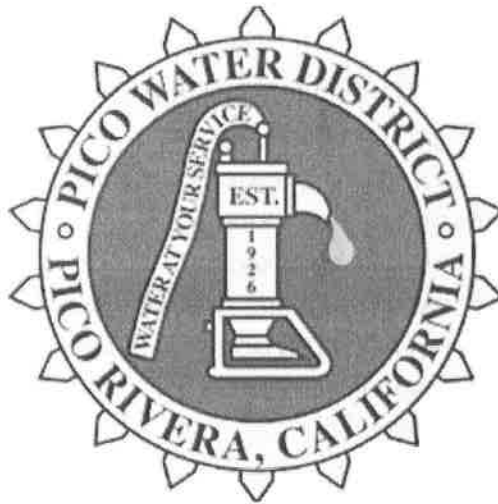
Notes:





# PICO WATER DISTRICT

4843 S. Church Street  
Pico Rivera, CA 90660  
Mr. Mark Grajeda, General Manager



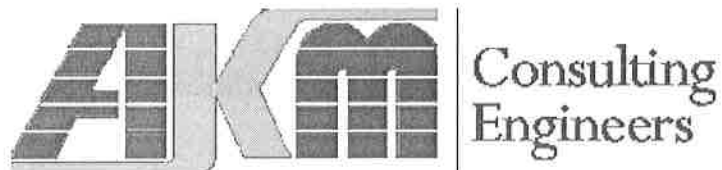
CONTRACT DOCUMENTS

FOR

**PFAS TREATMENT SYSTEMS  
FOR  
WELLS 5A, 8, AND 11**

October 18, 2021

Prepared By:



553 WALD, IRVINE CA 92618 T: 949.753.7333 F: 949.753.7320 [www.akmce.com](http://www.akmce.com)

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City of Pico Rivera Encroachment Permit Requirements

## SECTION A - NOTICE INVITING BIDS

**Receipt of Proposals:** Sealed bids will be received by Pico Water District, 4843 S. Church Street (if delivered), or P. O. Box 758 (if mailed), Pico Rivera, California 90660, until 3:00 P.M. on WEDNESDAY NOVEMBER 17, 2021, for the **PFAS Treatment Systems for Wells 5A, 8, and 11**, in the City of Pico Rivera, State of California.

**Description and Location of Work:** The **PFAS Treatment Systems for Wells 5A, 8, and 11** Project, is located in the City of Pico Rivera, State of California and generally includes site preparation, reinforced concrete foundation construction (including installation of anchor bolts using the media vessel supplier and cartridge filter supplier's templates), system connection to existing infrastructure, system disinfection, cooperating with the vessel and treatment media supplier for installation of the vessels and slurring in of the ion exchange resins, system testing, provision of operation and maintenance manuals and record drawings and training for Owner's personnel.

The work shall be performed to completion at one site at a time, unless a waiver for this condition is approved by the District. However, not more than one (1) well site may be out of service at any time during performance of the Work. Work on the next site (site 2) will not start until the Work on the first site (site 1) is completed or the District provides a waiver of this condition..

The following are additional general highlights for each site:

- **Well 5A** –Removal and replacement of a portion of the masonry block wall fence and foundation; construction of underground piping and conduits; construction of reinforced concrete foundation slabs for the treatment vessels and cartridge filters; installation of two (2) Owner-supplied cartridge filters; coordination and cooperation with the vessel supplier for installation of two (2) 12-foot diameter ion exchange vessels in lead-lag arrangement and interconnecting piping, valves and supports; construction of discharge-to-waste structure and interconnecting piping; above ground piping, fittings, valves, and appurtenances; electrical and communications conduits and wires; removal and replacement of AC pavement; furnishing and installation of disinfectant injection system, chlorine residual analyzer system; supports, fittings, valves, instrumentation, and miscellaneous appurtenances; coordination and cooperation for loading of the resin media into the vessels (resin provided by Owner and loading to be performed by the resin supplier); provision of operation and maintenance manuals and record drawings; testing and startup assistance; and construction of all appurtenant work for a complete and operating system at Well 5A. Also included on this site is the purchase and installation of a chemical storage shed per project plans.
- **Well 8** – Removal and replacement of a portion of the chain link fence with privacy slats, posts and foundation; construction of underground piping and conduits; construction of reinforced concrete foundation slabs for the treatment vessels and cartridge filters; installation of two (2) Owner-supplied cartridge filters; coordination and cooperation with the vessel supplier for installation of two (2) 10-foot diameter ion exchange vessels in lead-lag arrangement and interconnecting piping, valves and supports; construction of discharge-to-waste structure and interconnecting piping; above ground piping, fittings, valves, and appurtenances; electrical and communications conduits and wires; removal and replacement of AC pavement; furnishing and installation of disinfectant injection system; chlorine residual analyzer system; supports, fittings, valves, instrumentation, and miscellaneous appurtenances; coordination and cooperation for loading of the resin media into the vessels (resin provided by Owner and loading to be

performed by the resin supplier); provision of equipment manuals and record drawings; testing, startup assistance; and construction of all appurtenant work for a complete and operating system at Well 8.

- **Well 11** – Construction of underground piping and conduits; construction of reinforced concrete foundation slabs for the treatment vessels and cartridge filters; coordination and cooperation with the vessel supplier for installation of four (4) 12-foot diameter ion exchange vessels and interconnecting piping (two parallel systems in lead-lag arrangement), installation of three (3) owner supplied cartridge filters; valves and supports; construction of piping to the existing discharge-to-waste structure; above ground piping, fittings, valves, and appurtenances; electrical and communications conduits and wires; removal and replacement of gravel ground covering; furnishing and installation of disinfectant injection system; supports, fittings, valves, instrumentation, and miscellaneous appurtenances; coordination and cooperation for loading of the resin media into the vessels (resin provided by Owner and loading to be performed by the resin supplier); provision of equipment manuals and record drawings; testing, startup assistance; and construction of all appurtenant work for a complete and operating system at Well 11.

The work shall be done in accordance with the Plans and Specifications entitled **PFAS Treatment Systems for Wells 5A, 8, and 11**. The Contractor shall not be entitled to any additional compensation for implementation of this requirement under any circumstances. This project is tentatively scheduled to be awarded on **NOVEMBER 23, 2021**.

**Contract Documents:** The Contract Documents shall consist of this Notice Inviting Bids, the Instructions to Bidders, the accepted Proposal, the Bid Sheets, the Contractor's Licensing Statement, the List of Subcontractors, the applicable Bid Security Form and the Non-Collusion Affidavit (Bidder) attached to the Proposal, the Agreement, the Faithful Performance Bond, the Payment Bond, the Maintenance and Guarantee Bond (if applicable in accordance with Section I-10 of the Instructions to Bidders), the Non-Collusion Affidavits (Subcontractors), the Notice to Proceed, the General Provisions, the Technical Specifications, the Specifications and Drawings, and any change order or addenda and the Specifications and Drawings listed therein, all of which documents are on file in the office of the Owner and are hereby referred to and made a part of this Notice Inviting Bids.

**Completion of Work:** All equipment for the work shall be fabricated and factory assembled, ready for delivery to the sites within 60 calendar days from the date of issuance of the Notice to Proceed. The work will be completed within 250 working days from the issuance of the Notice to Proceed.

**Opening of Bids:** The bids will be publicly opened at 3:15 P.M. on WEDNESDAY, NOVEMBER 17, 2021, at the office of Pico Water District 4843 S. Church Street, Pico Rivera, California 90660. The Pico Water District reserves the right, after opening the bids, to reject any or all bids, to waive any irregularity or informality in a bid, or to make award to the lowest responsible bidder and reject all other bids.

Any bid protest must be in writing and received by the Owner at the above address before 5:00 p.m. no later than four working days following bid opening, and must comply with the following requirements:

- a. The bid protest must contain a complete statement of the basis for the protest, and all supporting documentation.
- b. The party filing the protest must have actually submitted a bid for the project. A subcontractor of a bidder submitting a bid for the Project may not submit a bid protest. A

- bidder may not rely on the bid protest submitted by another bidder, but must timely pursue his or her own protest.
- c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.
  - d. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
  - e. The bidder filing the protest must concurrently transmit a copy of the bid protest document and all supporting documentation, as required above, to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the Owner's Engineer no later than 5 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - g. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including commencing any legal proceedings. A bidder may not rely on a protest submitted by another bidder, but must timely pursue its own protest.
  - h. If the Owner determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards by the Owner.
  - i. A "working day" for purposes of this section means Monday through Friday, excluding holidays.

**Obtaining Documents:** The Specifications and Contract Documents will be provided to Bidders at no cost in electronic form (pdf). No hard copies will be provided by the Pico Water District for this bid.

**Examination of Sites and Specifications:** Bidders are required to inspect the sites of the work in order to satisfy themselves, by personal examination, of the locations of the proposed work and as to the actual conditions of and at the sites of work. If, during the course of his/her examination, a Bidder finds facts or conditions, which appear to him/her to conflict with the letter or spirit of the Contract Documents, or with any other data furnished to him/her, he/she may apply to the Owner for additional information and explanation before submitting his/her bid.



By submitting a Bid, the Bidder will be held to have personally examined the sites, to have carefully reviewed the Plans and read the Specifications and to have satisfied their self as to their ability to meet all the difficulties attending the execution of the proposed Contract before the delivery of its proposal, and agrees that if they are awarded the Contract, they will make no claim against the Owner or Engineer based on ignorance or misunderstanding of the Contract provisions and site conditions.

**Project Administration:** All questions relative to this project shall be directed in writing, at least five (5) working days prior to the opening of bids, to the Owner/Owner Representative for the project at the address shown below:

**Pico Water District**  
4843 S. Church Street  
P.O. Box 758 (mailing address)  
Pico Rivera, CA 90660  
Phone: (562) 692-3756  
Facsimile: (562) 695-5627  
Attention: Mark Grajeda, General Manager  
msgrajeda@picowaterdistrict.net

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

**Pico Water District**

**By:** \_\_\_\_\_

**Title:** General Manager

## **SECTION B - INSTRUCTIONS TO BIDDERS**

### **I-1 FORM OF BID AND SIGNATURE**

(a) The Proposal shall be submitted on the form attached hereto and shall be enclosed in a sealed envelope marked and addressed as provided in the Notice Inviting Bids.

(b) Each bidder shall state the unit price or the specific sums, as the case may be, for which they propose to supply the labor, materials, supplies, and equipment, and perform the Work required by the Contract Documents. If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price multiplied by the estimated quantity will be considered as representing the bidder's intention and the totals will be corrected to conform thereto.

(c) If the Proposal is made by an individual, it shall be signed and his or her full name and his address shall be given; if it is made by a partnership firm, it shall be signed with the partnership name by a partner of the firm, who shall also sign his or her own name, and the name and address of each partner shall be given; and if it is made by a corporation, the Proposal shall be signed on behalf of the corporation by its duly authorized officer or officers and attested by the corporate seal.

(d) Any bidder proposing on this project shall submit one (1) hard copy and one (1) electronic copy in text searchable PDF format on a flash drive (USB) of required bid documents, in a sealed envelope marked and addressed provided in the Notice Inviting Bids.

### **I-2 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS**

If any person or entity contemplating the submittal of a bid for the proposed contract is in doubt as to the true meaning of any requirement of the Contract Documents, or they find any discrepancies in or omissions from the Contract Documents, they shall submit to the Engineer a written request for an interpretation or correction thereof. The written request must be received at least five calendar days prior to the date fixed for opening of bids. The person or entity making the request will be responsible for its prompt delivery. Interpretations or corrections will be made only by addenda to specifications or by dated revisions of drawings with a copy of each addition or change being furnished, through the Owner, to each prospective bidder.

### **I-3 PREPARATION OF THE PROPOSAL**

(a) Blank spaces in the Proposal and Bid Sheet(s) shall be properly filled. The phraseology of the Proposal must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisos attached to a Proposal will render it informal or nonresponsive and may cause its rejection. Alterations by erasure or interlineation must be explained or noted in the Proposal over the signature of the bidder. Alternative Proposals will not be considered unless specifically requested.

(b) Any bidder may withdraw their Proposal before the hour fixed for opening bids, without prejudice to such bidder, by submitting a written request to the Owner for its withdrawal, and their Proposal will be returned unopened if the bidder is in personal attendance at the bid opening, or mailed to the bidder unopened, if they are not in personal attendance at the bid opening. No Proposal may be withdrawn after the hour fixed for opening of bids without rendering the Bid Security subject to retention by Owner as liquidated damages, and not as a penalty, in like manner as in the case of failure to execute the contract after award, as hereinafter provided. Unless otherwise specified in the Special Provisions made a part of these Contract Documents, all bids shall be valid for a period of forty-five (45) days after Owner's bid opening date, notwithstanding any award of the contract by Owner to another bidder.

(c) No Proposal received after the time named or at any place other than the place stated in the Notice Inviting Bids will be considered. All Proposals will be opened and declared publicly. Bidders, their representatives, and others interested are invited to be present at the opening. The Owner reserves the right to waive any informality in any Proposal, to reject any or all Proposals, to reject one part of a Proposal and accept the other, and to make award to the lowest responsible bidder as the interest of the Owner may require. Each bid shall identify the surety or sureties which have agreed to furnish the required bonds.

#### **I-4 REGISTRATION OF CONTRACTORS**

Before submitting bids, Contractors shall be licensed in accordance with the provisions of Division 3, Chapter 9, of the Business and Professions Code of the State of California and shall provide proof of current licensing status as provided in the Proposal. The Contractor shall maintain the required license in good standing throughout the course of the Work and throughout the guarantee period.

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bids will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, the Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the List of Subcontractors Form.

#### **I-5 LIST OF SUBCONTRACTORS FILED WITH BID**

In accordance with the provisions of Sections 4100 through 4114, inclusive, of the Public Contract Code of the State of California, each Proposal shall include the name and business address of each proposed subcontractor who will perform work or labor or render service to the principal Contractor in an amount greater than one-half of one percent (0.5%) of the principal Contractor's bid, and shall state the portions of the work which will be done by each such subcontractor. Any additional information required by the Owner regarding listed subcontractors may be provided by the bidder up to 24 hours after the hour set for opening bids. The Contractor shall not enter into any subcontract with a subcontractor which has been debarred

by the Labor Commissioner pursuant to Sections 1777.1 and 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

**I-6 BIDDERS INTERESTED IN MORE THAN ONE BID**

No person, firm, or corporation shall make, file, or be interested in more than one Proposal for the same work; provided, however, that a person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices of materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

**I-7 LOWEST RESPONSIBLE BIDDER**

In selecting the lowest responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the bid. To receive favorable consideration, a bidder shall be required to present evidence that they or their associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty shall be essential requirements. The Owner shall have absolute discretion as to the evaluation of past work performance of any bidder, and its decision relating thereto shall be deemed correct and shall be conclusive and binding.

**I-8 BID SECURITY**

Each bidder shall submit with their bid, cash, an unconditional certified or cashier's check drawn on a solvent state or national bank, or a bidder's bond with a responsible corporate surety, on the form attached to the proposal, subject to the provisions of the Notice Inviting Bids. Said Bid Security shall be in a sum not less than ten percent (10%) of the amount of the bid, and shall be made payable to or for the benefit of the Owner as a guaranty that the bidder will, if an award is made to them in accordance with the terms of their Proposal, promptly execute a contract in the required form, secure payment of worker's compensation, and furnish satisfactory Performance and Payment Bonds and proof of insurance coverage, and such other information as may be required of bidder.

**I-9 LOCAL CONDITIONS**

(a) Bidders shall read the specifications, examine the drawings, and make their own estimates of the existing facilities and the difficulties which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. Bidders shall make such investigation and review such records and drawings as they deem necessary to satisfy themselves that they are familiar with the condition and location of existing underground facilities and other potential sources of interference with the work contemplated under the Contract Documents. By providing access to drawings or other records in its possession, the Owner makes no representations or guarantees as to the accuracy of such drawings or records.

(b) Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Bidding Sheet(s). Information derived from the maps, plans, specifications, profiles, or drawings, or from the Engineer or its assistants, shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed by the Owner.

(c) The quantities of work or material stated in the unit-price items of the Bidding Sheet(s) are supplied only to give an indication of the general scope of the work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith, but reserves the right to increase the amount of any unit-price item of the work by an amount up to and including twenty-five percent (25%) of any bid item(s), or to omit portions, or all of such work as may be deemed necessary or expedient by the Engineer without a change in the unit price. The Owner, likewise, reserves the absolute right to delete quantities of work or material which are the subject of "lump sum" bids.

(d) Bidders shall not at any time after the submittal of a bid make or have any claim for damages or anticipated profits or loss of profit or otherwise because of any difference between the quantities of work actually done and material furnished and those stated in said unit-price items or lump sum items of the Bidding Sheet(s).

## **I-10 EXECUTION OF CONTRACT**

A bidder to whom award is made shall execute a written contract with the Owner on the form of Agreement provided in the Contract Documents, secure the payment of worker's compensation, furnish good and approved bonds as required in the following paragraph, provide evidence of insurance, and provide a financial statement of other information requested by Owner pursuant to the Contract Documents, all in accordance with the provisions hereof within ten (10) days (not including Sundays or holidays), or such additional time as may be allowed by the Owner, from the date the Owner mails notice to the bidder, at the address provided in the proposal, that their proposal has been accepted. The failure or refusal of a bidder to whom award is made to enter into contract as herein provided, or to conform to any of the stipulated requirements in connection therewith will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to ascertain. In the event of such failure or refusal to comply with the requirements of the Contract Documents, the Bid Security shall become the property of the Owner as liquidated damages and not as a penalty, and the award will be annulled. At the discretion of the Owner, a new award may be made to the second lowest responsible bidder and such bidder shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made. A corporation to which an award is made shall be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its right to do business in California, and of the authority of the officer signing the contract and bonds for the corporation.

## **I-11 BONDS**

(a) In conformance with the Notice Inviting Bids, a bidder to whom the contract is awarded shall, within the time specified in Section I-10 hereof, furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance of said bidder of all covenants and stipulations in the Contract Documents. Said bond, hereinafter referred to as

the Faithful Performance Bond, shall be on the mandatory form included as a part of these Contract Documents, and shall be in an amount that is not less than one hundred percent (100%) of the total amount payable under the Contract Documents.

(b) Within the time specified in Section I-10 hereof, the bidder to whom the contract is awarded shall also furnish a Payment Bond, approved by the Owner, in accordance with the provisions of Titles 1 and 3, applicable, of Part 6 of Division 4 of the Civil Code of the State of California relating to Payment Bond for Public Works, including but not limited to Civil Code Sections 8152 and 8154 and 9550-9560. Said Payment Bond shall be in a sum not less than one hundred percent (100%) of the total amount payable under the Contract Documents. The form of Payment Bond set forth in these Contract Documents is a mandatory form.

(c) Within the time specified in Section I-10 hereof, the bidder to whom the contract is awarded shall also furnish a Maintenance & Guarantee Bond, approved by the Owner, in accordance with the provisions of Titles 1 and 3, applicable, of Part 6 of Division 4 of the Civil Code of the State of California relating to Payment Bond for Public Works, including but not limited to Civil Code Sections 8152 and 8154 and 9550-9560. Said Maintenance and Guarantee Bond shall be in a sum not less than ten percent (10%) of the total amount payable under the Contract Documents. The form of Maintenance and Guarantee Bond set forth in these Contract Documents is a mandatory form. Instead of providing such a Bond as described above, the Contractor may, at his option, provide for the Performance Bond furnished under the Contract to remain in force for said amount until expiration of the guarantee.

(d) The surety or sureties on all bonds furnished must be satisfactory to the Owner. The bidder to whom the contract is awarded shall provide copies of the surety insurer's most recent annual and quarterly statement filed with the California Department of Insurance, and a certified copy of the Certificate of Authority issued by the Department of Insurance. Any power of attorney provided, evidencing the authority of the person executing the bonds to bind the surety, shall be an unrevoked power, and shall be an original or a certified copy of the original. If during the continuance of the contract any of the sureties in the sole discretion of the Owner are or become insufficient, the Owner may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within fifteen (15) days after written notice, and in default thereof the contract may be suspended and the work completed as provided in the General Conditions. The party required to furnish bonds pursuant to these instructions shall furnish such bonds at their own cost and expense.

## **I-12 LIABILITY INSURANCE**

(a) A bidder to whom the contract has been awarded shall furnish to the Owner a policy or certificate of protective liability insurance in which the Owner and the Owner's Engineer, as well as the Water Replenishment District of Southern California ("WRD"), and the respective directors, officers and agents, shall be named as additional insureds with the bidder. The policy shall insure the Owner, WRD and the Engineer and each of their officers, employees, agents and volunteers as additional named insureds; the bidder, its employees and its subcontractors and each of their employees, and their heirs, agents, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the Work to be performed and shall remain in full force and effect until the Work is accepted by the Owner. The bidder shall also provide such additional named insured endorsements [Insurance

Services Office (ISO) Form Number CG 2010 or equivalent] as may be required by the Owner, in the Owner's sole discretion.

The Owner, WRD and the Engineer and each of their directors, officers, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded the additional insureds.

(b) The above-referenced insurance policy (or policies) shall be furnished at the bidder's expense, in a form and with insurance companies authorized to do business and have an agent for service of process in California and have an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most recent Best's Insurance Guide, or as otherwise approved by the Owner. If Best's is no longer published, comparable ratings must be provided from a service acceptable to Owner. Such insurance, in addition to the multiple additional named insured endorsements set forth above, shall be commercial general liability insurance in the amounts set forth below, and shall contain additional endorsements as follows: (i) Providing blanket contractual liability coverage for the bidder's indemnification obligations to Owner and others pursuant to the Contract Documents; (ii) Providing coverage for explosion, collapse, underground excavation and removal of lateral support; (iii) Providing that the insurance may not be canceled or reduced until 30 days after the Owner and its Engineer have actually received written notice of such cancellation or reduction; (iv) Providing "cross liability" or "severability of interest" coverage for all insureds under the policy or policies; and (v) Providing that any other insurance maintained by Owner, WRD, the Engineer or any other named insured is excess insurance, and not contributing insurance with the insurance required herein. The amount of coverage shall be no less than the following:

- (1) General bodily injury and property damage—\$2,000,000 per occurrence.
- (2) Automobile bodily injury and property damage—\$2,000,000 per occurrence, including owned, non-owned and hired autos, and providing coverage for loading and unloading.

The bidder shall, within the time specified in Section I-10 hereof, file with the Owner evidence of insurance from an insurer or insurers certifying to the coverage of all required insurance. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate(s) of insurance (Accord Form 25-S or equivalent) reflecting the existence of the required insurance. If required by the Owner, the bidder shall furnish a complete copy of the policy or policies, and all endorsements thereto. Commercial general liability insurance must include Owner's and Contractor's Protective Coverage, Products—Completed Operations Coverage, Premises—Operations Coverage, and must provide for coverage of Owner's facilities during the course of construction. Notwithstanding the foregoing, bidder is not hereby required to provide insurance with respect to liability for damages resulting solely from error or omission in design which is not due to or contributed to by negligence or fault of the contractor, its subcontractors, agents, employees or officers.

**I-13            ASSIGNMENT OF CONTRACT**

The Contractor shall not assign the Contract Documents or any part thereof, or any funds to be received, without the prior written approval of both the Owner and Surety. Notwithstanding the foregoing, and to the extent permitted by law, Owner has the absolute right to refuse, on any ground or no grounds, any and all assignments or attempted assignments of the Contract Documents or of any rights to payment pursuant thereto.

**I-14            NON-COLLUSION AFFIDAVITS**

In accordance with the provisions of Section 7106 of the Public Contract Code, each bidder shall execute and submit with their bid a Non-Collusion Affidavit in the form attached to the Proposal. Additionally, the principal contractor shall secure from each proposed subcontractor a Non-Collusion Affidavit in the form attached to the Agreement.

**I-15            FINANCIAL STATEMENT**

In the course of evaluating the capacity and competence of a bidder to perform the Work, the Owner may require any bidder to furnish a recent statement of their financial condition or such other evidence of their qualifications as may be requested by the Owner. If a bidder fails to promptly furnish the information requested, it shall be considered sufficient grounds for rejection of such bidder's entire bid.



**SECTION C- BID DOCUMENTS**

**PROPOSAL**  
**PFAS TREATMENT SYSTEMS FOR WELLS 5A, 8, AND 11**

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

TO THE PICO WATER DISTRICT:

The undersigned hereby proposes to perform all work for which a contract may be awarded them and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the following work: "**PFAS Treatment Systems for Wells 5A, 8, and 11**" (the "Work"); and they further propose and agree that, if this Proposal is accepted, they will contract in the form and manner stipulated to perform the Work called for by the other Contract Documents, and to complete all such Work in strict conformity therewith within the time limits set forth therein, and that they will accept as full payment therefor the prices set forth in the Bid Sheet(s) forming a part hereof.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents, as defined in Section 2.3 of the General Conditions, including, but not limited to, the bid quantities, any specifications regarding materials to be used, the contract provisions relating to payment for extra work and the procedures for seeking extensions of time;

2. The undersigned, by investigation at the sites of the Work, by review of any records available for inspection at the offices of utilities in the area affected by the Work, at any applicable public works departments, and otherwise, is satisfied as to the nature and locations of the Work and is fully informed as to all conditions and matters which can in any way affect the Work or the cost thereof, including the location of all underground facilities in the area affected by the Work;

3. The undersigned fully understands the scope of the Work and has checked carefully all words and figures inserted in this Proposal and further understands that the Owner will in no way be responsible for any errors or omissions in the preparation of this Proposal;

4. The undersigned will execute the Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after Owner's notice of acceptance of this Proposal; and further that this Proposal may not be withdrawn for a period of forty-five (45) days after the date set for the opening thereof, notwithstanding the award of contract to another bidder.

5. The undersigned hereby certifies that this Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

6. In conformance with current statutory requirement of the Labor Code of the State of California, the undersigned certifies as follows:

**I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.**

NOW, in compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Bid Sheet(s) upon which award of contract will be made.

The undersigned bidder declares that the license held by them is theirs, is current and valid, and is in a classification appropriate to the work to be undertaken.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at \_\_\_\_\_, California.

Dated \_\_\_\_\_ 202\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

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

Bidder's Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

(Corporate Seal or Notarial Acknowledgements  
Of Signature – If partnership or proprietorship)

Corporation organized under the laws  
of the State of \_\_\_\_\_

Contractor's License(s): \_\_\_\_\_

Expiration Dates: \_\_\_\_\_

Surety or sureties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT IS FILED WITHIN THREE YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.**

## BID SCHEDULE-R1

Name of Bidder \_\_\_\_\_

The undersigned, having examined the proposed Contract Documents, Plans and Specifications for the **PFAS TREATMENT SYSTEMS FOR WELLS 5A, 8, AND 11** Project, having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents

### BID SCHEDULE

#### PFAS TREATMENT SYSTEMS FOR WELLS 5A, 8, AND 11

Item	Well 5A - Description	Qty	Unit	Unit Price	Amount
A1	Per Plans and Specifications, remove existing piping and appurtenances which interfere with the construction of the project.	1	LS	\$	\$
A2	Per Plans and Specifications, relocate existing radar intrusion sensor per Owner's direction.	1	LS	\$	\$
A3	Per Plans and Specifications, remove interfering portions of AC pavement and CMU wall; excavate site to the required depth for the construction of the reinforced concrete slabs; protect in place remaining perimeter walls/fencing.	1	LS	\$	\$
A4	Per Plans and Specifications, construct reinforced concrete pads for the dual media pressure vessels and cartridge filters, including anchor bolts, utilizing templates provided by the dual media pressure vessel supplier and the cartridge filters' manufacturer.	1	LS	\$	\$
A5	Per Plans and Specifications, construct below-ground conduits with pull ropes for differential pressure transmitters from the vessels and cartridge filter pads to the electrical building.	1	LS	\$	\$
A6	Per Plans and Specifications, coordinate with the vessels' supplier the installation of the dual media pressure vessel system with two (2) lead-lag 12'-0" vessels and loading of the ion exchange resin.	1	LS	\$	\$
A7	Per Plans and Specifications, install two (2) Owner-supplied Cartridge Filters including a differential pressure-indicating transmitter and appurtenances.	1	LS	\$	\$
A8	Per Plans and Specifications construct discharge to waste structure, piping, and appurtenances, including tie-in to existing drain line.	1	LS	\$	\$

Item	Well 5A - Description	Qty	Unit	Unit Price	Amount
A9	Per Plans and Specifications construct all piping, supports, fittings, valves and appurtenances between the pump discharge and the discharge to waste structure; between the pump discharge and the cartridge filters; and, between the discharge to waste structure and the vessels' media rinse outlets.	1	LS	\$	\$
A10	Per Plans and Specifications construct all above and below-ground piping, supports, fittings and valves between the cartridge filters and the dual media pressure vessels' influent flanges; and between the dual media pressure vessels' effluent flanges and the existing well discharge line.	1	LS	\$	\$
A11	Per Plans and Specifications, construct new reinforced CMU wall and barbed wire fencing: join existing CMU wall.	1	LS	\$	\$
A12	Per Plans and Specifications, construct AC paving. Compact 12 inches of subgrade to 95% of Maximum density.	1	LS	\$	\$
A13	Per Plans and Specifications, construct all electrical and communications conduits and wires.	1	LS	\$	\$
A14	Per Plans and Specifications, provide and install a chemical storage shed, (and chemical storage and injection system) including relocated piping and conduits, and a new eyewash station.	1	LS	\$	\$
A15	Per Plans and Specifications, provide and install a chlorine analyzer and associated piping and appurtenances	1	LS	\$	\$
A16	Per Plans and Specifications, construct modifications to existing chemical injection point (convert to backup) and construct new chemical injection point (primary).	1	LS	\$	\$
A17	Per Plans and Specifications, conduct disinfection, testing, and commissioning of the system.	1	LS	\$	\$
A18	Per Specifications, provide equipment manuals and conduct training for Owner's personnel.	1	LS	\$	\$
A19	Per Plans and Specifications, construct LED light poles.	1	LS	\$	\$
A20	Per Plans and Specifications, construct raw water supply (primary).	1	LS	\$	\$
A21	Per Plans and Specifications, construct raw water supply (backup).	1	LS	\$	\$
	<b>Subtotal A –PFAS Treatment System for Well 5A</b>				\$

Item	Well 8 - Description	Qty	Unit	Unit Price	Amount
B1	Per Plans and Specifications, remove existing piping and appurtenances which interfere with the construction of the project.	1	LS	\$	\$
B2	Per Plans and Specifications, remove interfering portions of AC pavement and chain link fence; excavate site to the required depth for the construction of the reinforced concrete slabs.	1	LS	\$	\$
B3	Per Plans and Specifications, replace existing 8" asbestos cement pipe with new concrete encased 8" Ductile Iron pipe below ground and connect to the existing 8" ACP waterline and 12" well discharge line.	1	LS	\$	\$
B4	Per Plans and Specifications, remove abandoned overhead telephone communication line from pole to building roof mast and remove mast from building.	1	LS	\$	\$
B5	Per Plans and Specifications, construct below-ground conduits with pull ropes for differential pressure transmitters from the vessels and cartridge filters pads to the site's electrical controls.	1	LS	\$	\$
B6	Per Plans and Specifications, construct reinforced concrete pads for the dual media pressure vessels and cartridge filters, including anchor bolts, utilizing templates provided by the dual media pressure vessel and cartridge filter suppliers.	1	LS	\$	\$
B7	Per Plans and Specifications, coordinate with the vessels' supplier the installation of the dual media pressure vessel system with two (2) lead-lag 10'-0" vessels and loading of the ion exchange resin.	1	LS	\$	\$
B8	Per Plans and Specifications, install two (2) Owner-supplied Cartridge Filters including differential pressure-indicating transmitters and appurtenances.	1	LS	\$	\$
B9	Per Plans and Specifications construct pump to waste structure, piping, and appurtenances, including tie-in to drain lines.	1	LS	\$	\$
B10	Per Plans and Specifications, remove and re-route the existing irrigation line and service saddle riser.	1	LS	\$	\$
B11	Per Plans and Specifications construct all piping, supports, fittings, valves and appurtenances between the pump discharge and the discharge to waste structure; between the pump discharge and the cartridge filters; and, between the waste to discharge structure and the vessels' media rinse outlets.	1	LS	\$	\$

<b>Item</b>	<b>Well 8 - Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>B12</b>	Per Plans and Specifications construct all above and below-ground piping, supports, fittings and valves between the cartridge filters and the dual media pressure vessels' influent flanges; and between the dual media pressure vessel s' effluent flanges and the existing well discharge line.	1	LS	\$	\$
<b>B13</b>	Per Plans and Specifications, construct AC paving. Compact 12 inches of subgrade to 95% of Maximum density.	1	LS	\$	\$
<b>B14</b>	Per Plans and Specification, construct chain link fence.	1	LS	\$	\$
<b>B15</b>	Per Plans and Specifications, construct all electrical and communications conduits and wires.	1	LS	\$	\$
<b>B16</b>	Per Plans and Specifications, construct modifications to existing chemical injection point (convert to backup) and construct new chemical injection point (primary)	1	LS	\$	\$
<b>B17</b>	Per Plans and Specifications, conduct disinfection, testing, and commissioning of the system.	1	LS	\$	\$
<b>B18</b>	Per Specifications, provide equipment manuals and conduct training for Owner's personnel.	1	LS	\$	\$
<b>B19</b>	Per Plans and Specifications, construct LED light pole.	1	LS	\$	\$
<b>B20</b>	Per Plans and Specifications, construct 1" water service for well prelube system and Cla-Val water supply.	1	LS	\$	\$
<b>B21</b>	Per Plans and Specifications, construct 1.5" water supply to chemical storage room for future extension.	1	LS	\$	\$
	<b>Subtotal B – PFAS Treatment System for Well 8</b>				\$



Item	Well 11 - Description	Qty	Unit	Unit Price	Amount
C1	Per Plans and Specifications, remove existing piping and appurtenances which interfere with the construction of the project.	1	LS	\$	\$
C2	Per Plans and Specifications, remove existing overhead power line to liquor store in coordination with SCE.	1	LS	\$	\$
C3	Per Plans and Specifications, remove interfering portions of gravel surface and excavate site to the required depth for the construction of the reinforced concrete slabs, including the protection in place of existing perimeter walls/fencing.	1	LS	\$	\$
C4	Per Plans and Specifications, construct below-ground conduits with pull ropes for differential pressure transmitters from the vessels and cartridge filters pads to the site's electrical controls.	1	LS	\$	\$
C5	Per Plans and Specifications, construct reinforced concrete pads for the dual media pressure vessels and cartridge filters, including anchor bolts, utilizing templates provided by the dual media pressure vessel supplier and the cartridge filter manufacturer.	1	LS	\$	\$
C6	Per Plans and Specifications, coordinate with the vessels' supplier the installation of the dual media pressure vessel system with four (4) 12'-0" lead-lag vessels and loading of the ion exchange resin.	1	LS	\$	\$
C7	Per Plans and Specifications, install the three (3) Owner-supplied Cartridge Filters including differential pressure indicating transmitters and appurtenances.	1	LS	\$	\$
C8	Per Plans and Specifications construct pump to waste structure and appurtenances.	1	LS	\$	\$
C9	Per Plans and Specifications construct all piping, supports, fittings, valves and appurtenances between the pump discharge and the pump to waste structure; between the pump discharge and the cartridge filters; and, between the waste to discharge structure and the vessels' media rinse outlets.	1	LS	\$	\$
C10	Per Plans and Specifications construct all above and below-ground piping, supports, fittings and valves between the cartridge filters and the dual media pressure vessels' influent flanges; and between the dual media pressure vessels' effluent flanges and the existing well discharge line.	1	LS	\$	\$
C11	Per Plans and Specifications, replace gravel with AC pavement. Compact 12 inches of subgrade to 95% of maximum density.	1	LS	\$	\$
C12	Per Plans and Specifications, construct all electrical and communications conduits and wires.	1	LS	\$	\$

Item	Well 11 - Description	Qty	Unit	Unit Price	Amount
C13	Per Plans and Specifications, construct modifications to existing chemical injection point (convert to backup) and construct new chemical injection point (primary)	1	LS	\$	\$
C14	Per Plans and Specifications, conduct disinfection, testing, and commissioning of the system.	1	LS	\$	\$
C15	Per Specifications, provide equipment manuals and conduct training for Owner's personnel.	1	LS	\$	\$
C16	Per Plans and Specifications, construct 1" water supply building for well prelude system.	1	LS	\$	\$
C17	Per Plans and Specifications, construct 1.5" raw water supply (primary) to existing raw water supply.	1	LS	\$	\$
C18	Per Plans and Specifications, construct raw water supply modifications.	1	LS	\$	\$
	<b>Subtotal C –PFAS Treatment System for Well 11</b>				\$

Item	Well 8 Discharge Line (DELETABLE BID ITEMS) - Description	Qty	Unit	Unit Price	Amount
D1	Sawcut & Remove Ex. and Construct 24" Catch Basin (NDS 2410) with Steel Traffic Cover (or Approved Equal)	4	EA	\$	\$
D2	Construct 6" PVC Drain Pipes (Schedule 40)	233	LF	\$	\$
D3	Sawcut & Remove Ex. and Construct New 4" PCC Sidewalk over 5" CMB per SPPWC Std. Plan 112-2	640	SF	\$	\$
D4	Sawcut & Remove Ex. and Construct New PCC Curb Ramp per SPPWC Std. Plan No. 111-5, Type 3, Case A, with Retaining Curb (As Needed) & Detectable Warning Devices per Federal and State ADA Requirements	1	EA	\$	\$
D5	Join Two 6" PVC Pipe to Ex. Catch Basin per SPPWC Std. Plan No. 335-2	2	EA	\$	\$
D6	Construct 12" PVC Drain Pipe (Schedule 40)	5	LF	\$	\$
D7	Replace Asphalt Concrete (AC) in Kind (+1" of Existing AC)	65	SF	\$	\$
D8	Traffic Control	1	LS	\$	\$
D9	Pothole Existing Utilities	1	LS	\$	\$
	<b>Subtotal D – Well 8 Discharge Line</b>				\$

**TOTAL BASE BID – SUBTOTALS A+B+C (in figures)**    \$ \_\_\_\_\_

**TOTAL BASE BID – SUBTOTALS A+B+C (in words)**    \_\_\_\_\_

**Contract award shall be to the lowest responsible bidder whose bid is the lowest TOTAL BASE BID amount.**

- NOTES:
1. All amounts and totals given in the Bid Schedule will be subject to verification by the Bidder. In case of variation between the unit cost and amount shown by Bidder, the unit cost will be considered to be his/her bid.
  2. Acknowledge receipt of all Addenda. The cover sheet of each addendum issued is to be signed by the Contractor and attached herewith.
  3. The price bid shall include all State, Federal and other taxes applicable to the project and shall be a firm offer for a period of 45 days after the date of bid opening.
  4. The undersigned, under penalty of perjury, acknowledges that they are authorized by the bidding Supplier to submit a bid for said Supplier.
  5. \* indicates bid item which may or may not be used.

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
Date of Expiration

(Seal -- If Bid is by a Corporation)

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Amount of Certified Check of Bidder's Bond

\_\_\_\_\_  
Name of Bonding Company

Bond No. \_\_\_\_\_

**BIDDER'S BOND**

**PFAS TREATMENT SYSTEMS FOR WELLS 5A, 8, AND 11**

(NOTE) The following is to be used in case cash, cashier's check or certified check accompanies bid. Accompanying this proposal is a certified check or cashier's check payable to the order of the PICO WATER DISTRICT, or cash in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). The proceeds of the same shall become the property of said Pico Water District if this proposal is accepted by the Pico Water District, through the District Board of Directors, and the undersigned fails to execute a contract with and furnish the sureties required by the Pico Water District within the required time; otherwise, the same is to be returned to the undersigned.

\_\_\_\_\_  
\_\_\_\_\_  
Bidder

(NOTE) If the bidder desired to submit bond with proposal instead of certified check, cashier's check, or cash, have the following form executed.

**BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_ as principal;

Residence Address \_\_\_\_\_ Phone \_\_\_\_\_

Business Address \_\_\_\_\_ Phone \_\_\_\_\_

and \_\_\_\_\_

\_\_\_\_\_ a duly authorized corporate surety;

Business Address \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_ are

held and firmly bound unto the Pico Water District, situated in the State of California in the sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) for the payment of which sum, well and truly to be made, we bind ourselves and each of our heirs, successors, executors, administrators and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal \_\_\_\_\_ about to hand in and submit to the Board of Directors of the Pico Water District, the foregoing bid or proposal, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the notice of advertisement attached to said bid or proposal.

NOW, THEREFORE, if the said bid or proposal of the said principal shall be accepted, and the work awarded to \_\_\_\_\_ thereupon by said Pico Water District and if the principal \_\_\_\_\_ shall fail or neglect to enter into a contract therefore within the required time, and to execute adequate bonds to the satisfaction of the Pico Water District with a duly authorized corporate surety conditioned for the faithful performance of such contract and the case required by statute, then in that case the undersigned obligators will pay the Pico Water District

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as liquidated damages for such failure and neglect.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Corporate Surety

All signatures must be notarized. Attach principal and surety acknowledgements hereto.

**IMPORTANT – 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.**

Bond No. \_\_\_\_\_

BOND NO. \_\_\_\_\_

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, PICO WATER DISTRICT (hereinafter referred to as "District") has awarded to \_\_\_\_\_ (hereinafter referred to as the "Contractor") an agreement for **PFAS TREATMENT SYSTEMS FOR WELLS 5A, 8, AND 11** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees incurred by the District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's

obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety, and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/Principal

By: \_\_\_\_\_

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

(Corporate Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

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

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charges, \$ \_\_\_\_\_.

(The above must be filled in by corporate attorney)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

(Name and Address of Agent or Representative for service of process in California, if different from above)

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

(Telephone number of Surety and Agent or Representative for service of process in California)

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





## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

\_\_\_\_\_ Title or Type of Document

- Partner(s)  Limited  General

\_\_\_\_\_ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_ Date of Document

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

\_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

### END OF PERFORMANCE BOND

BOND NO. \_\_\_\_\_

## PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, PICO WATER DISTRICT (hereinafter designated as the "District"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal"), a contract for the work described as follows: **PFAS TREATMENT SYSTEMS FOR WELLS 5A, 8, AND 11** (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as 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 or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in section 9100 of the Civil Code, fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees, and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/Principal

By: \_\_\_\_\_

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

(Corporate Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

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

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charges, \$ \_\_\_\_\_.

(The above must be filled in by corporate attorney)

## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- |   |                                  |
|---|----------------------------------|
|   | Title(s)                         |
| <input type="checkbox"/> Partner(s)           | <input type="checkbox"/> Limited |
|   | <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney-In-Fact     |                                  |
| <input type="checkbox"/> Trustee(s)           |                                  |
| <input type="checkbox"/> Guardian/Conservator |                                  |
| Other:  |                                  |

Title or Type of Document
Number of Pages
Date of Document

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

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

\_\_\_\_\_  
 Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for Contractor/Principal.

## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

Individual  
 Corporate Officer

\_\_\_\_\_  
 Title(s)

\_\_\_\_\_  
 Title or Type of Document

Partner(s)       Limited  
                           General

\_\_\_\_\_  
 Number of Pages

Attorney-In-Fact  
 Trustee(s)  
 Guardian/Conservator  
 Other:

\_\_\_\_\_  
 Date of Document

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

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

\_\_\_\_\_  
 Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF PAYMENT BOND**

## INFORMATION REQUIRED OF BIDDER

### EQUIPMENT/MATERIAL SOURCE INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid. **Failure to comply with this requirement will render the proposal informal and may cause its rejection.** Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after award of contract unless equipment or material of the listed manufacturer or supplier cannot meet the specifications.

Equipment/Material

Manufacturer/Supplier





## CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number(s), Type(s) and Expiration Date(s): \_\_\_\_\_

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

Name of Individual Contractor (print or type): \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

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

or

Name of Partnership or Firm: \_\_\_\_\_

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

Signature, name, title and address of partners signing on behalf of the partnership:

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

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

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

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

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

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

or

Name of Corporation: \_\_\_\_\_

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

Corporation organized under the laws of the State of \_\_\_\_\_

**SEAL**

\_\_\_\_\_  
Signature of the President of Corporation

\_\_\_\_\_  
Signature of Secretary of Corporation

**NOTE: CURRENT COPIES OF ALL APPLICABLE LICENSES MUST BE ATTACHED TO THIS PROPOSAL.**

## PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. 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.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**END OF PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**





## AGREEMENT

### PFAS TREATMENT SYSTEMS FOR WELLS 5A, 8, AND 11

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ in the year 2021 by and between Pico Water District, a county water district organized and existing under the provisions of Division 12 of the Water Code of the State of California, hereinafter referred to as "Owner," and \_\_\_\_\_, hereinafter referred to as "Contractor."

The parties hereto mutually covenant and agree as follows:

1. The Contract Documents, as that term is defined in the Notice Inviting Bids, are hereby incorporated in and made a part of this Agreement as though fully set forth herein.
2. In consideration of the payments and agreements to be made and performed by the Owner as set forth in said Contract Documents, the Contractor agrees with the Owner to construct the **PFAS TREATMENT SYSTEMS FOR WELLS 5A, 8, AND 11**, as specifically set forth in said Contract Documents for which award of contract was made; to furnish at its own proper cost and expense all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor, as provided in the Contract Documents, and to do everything required therein. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will secure payment of compensation of its employees in the event of a work-related injury by acquisition of workers' compensation insurance or by qualification as a self-insurer.
3. The Contractor shall provide for payments on all required insurance policies and shall obtain all necessary permits and licenses. The Contractor shall furnish and remove all plant, temporary work or structures, tools, and equipment necessary to accomplish the Work contemplated in this Agreement and the Contract Documents, and shall be responsible for all loss and damage arising out of the nature of the Work during its progress and prior to Owner's acceptance, from the action of the elements and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work. The Contractor shall also be responsible for all expenses incurred by or in consequence of the suspension or discontinuance of Work, except where the Contract Documents expressly stipulate otherwise. In consideration of the foregoing, and for completing the Work within the time and in the manner shown and described in the Contract Documents and in accordance with the requirements of the Engineer, the Owner shall pay, and the Contractor shall receive in full compensation therefor, the prices set forth in the accepted Proposal. The total compensation to be paid shall be computed on the basis of the units of work actually performed in accordance with the requirements of the Contract Documents and paid for at the prices stated by the Contractor in the Bid Sheet(s) for completion of the Work. All time limits stated in the Contract Documents are of the essence of this Agreement.
4. The Owner agrees to employ, and does hereby employ, Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the

conditions set forth in the Contract Documents; and the parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants contained in this Agreement.

5. No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to the Contractor by the Owner. The Work under this Agreement shall be completed to the approval and entire satisfaction of the Owner and its Engineer.

6. To the fullest extent permitted by law, the Contractor shall immediately defend and indemnify and hold harmless the Owner, the Water Replenishment District of Southern California ("WRD"), and Owner's Engineer and their respective directors, officers, employees, agents and volunteers, and each of them from and against:

a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including, the Owner, WRD, the Engineer, and/or the Contractor, or any of their directors, officers, employees, agents or volunteers, and damages to or destruction of property of any person, including but not limited to, the Owner, WRD, the Engineer and/or the Contractor and any of their directors, officers, employees, agents or volunteers, arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, however caused, regardless of any negligence of the Owner, WRD, the Owner's Engineer or any of their directors, officers, employees, agents or volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the Owner, WRD, the Owner's Engineer, or any of their directors, officers, employees, agents or volunteers; upon tender by the Owner or WRD, Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such claims, suits, actions or other legal proceedings of every kind that may be brought or instituted against Owner or WRD or their respective directors, officers, agents, employees or volunteers, notwithstanding whether Contractor's liability is or can be established.

b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.

Contractor shall defend, at the Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind arising out of or connected with the Work that may be brought or instituted against the Owner, WRD, the Owner's Engineer or any of their directors, officers, employees, agents or volunteers.

Contractor's obligation to indemnify shall survive the termination or completion of the Work for the full period of time allowed by law and shall not be restricted by the insurance requirements of these Contract Documents or to insurance proceeds, if any, received by the Owner, WRD or their respective directors, officers, employees, agents or volunteers.

Contractor's defense and indemnity obligation herein includes, but is not limited to, damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Owner, WRD, the Owner's Engineer or any of their directors, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding.

Contractor shall reimburse the Owner, WRD, the Owner's Engineer or any of their directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor agrees to carry insurance for this purpose as set out in the specifications. See Section I-12 of the Instructions to Bidders, entitled LIABILITY INSURANCE, and the General Provisions, entitled CONTRACTOR'S INSURANCE, for insurance specifications and coverage. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Owner, WRD, the Owner's Engineer or any of their directors, officers, employees, agents and/or volunteers.

7. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

8. In employing Contractor to perform the Work contemplated under the Contract Documents, the Owner has relied on the experience, expertise and integrity of the Contractor. The rights and obligations of the Contractor under this Agreement shall therefore not be assignable without the prior express written consent of the Owner.

9. This Agreement constitutes the entire Agreement of the parties and no amendment or modification of its terms is binding except by written amendment approved by the parties.

10. This Agreement shall be governed by the laws of the State of California. Venue for all purposes shall be deemed to lie within Los Angeles County, California.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be executed as of the day and year first above written.

"OWNER"

"CONTRACTOR"

By: \_\_\_\_\_  
Its \_\_\_\_\_  
                  [TITLE]

License No(s) \_\_\_\_\_  
Expiration Date(s) \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_  
[TITLE]

Its \_\_\_\_\_  
[TITLE]

NOTE: Contractor shall furnish, to the satisfaction of Owner's Attorney, verification that the persons signing this Agreement as Contractor or on behalf of the Contractor have authority and legal authorization to bind the Contractor. If not previously provided, with this Agreement, Contractor shall provide to Owner fully executed versions of the Payment Bond (Labor and Material), Performance Bond, Maintenance & Guarantee Bond (if not included in the Performance Bond) and Non-Collusion Affidavit(s).



**NOTICE TO PROCEED**

**PFAS TREATMENT SYSTEMS FOR WELLS 5A, 8, AND 11**

TO:

FROM: Board of Directors  
Pico Water District

Notice is hereby given that you are authorized and directed to proceed with the following project in accordance with the Contract Documents:

**PFAS TREATMENT SYSTEMS FOR WELLS 5A, 8, AND 11**

These documents have been received and are on file with the Secretary of the Pico Water District:

- Proposal completed correctly & timely submitted [ ]
- The Agreement, fully executed [ ]
- Payment Bond (100%) [ ]
- Faithful Performance Bond (100%) [ ]
- Maintenance & Guarantee Bond (100%)\* [ ]
- Worker's Compensation Insurance Certificate [ ]
- Liability Insurance Policy or Certificate, with Endorsements [ ]
- Public Works Contractor Registration Certification [ ]
- Non-Collusion Affidavits [ ]
- Encroachment Permit [ ]

\*if not included in the Faithful Performance Bond

A copy of the Award of Contract has been submitted by this Owner via on-line transmission to the California Division of Apprenticeship Standards, Department of Industrial Relations.

Under the terms of the Contract Documents, work is to start within fifteen (15) calendar days after the date set forth below and is to be completed within the time set forth in the Special Provisions.

PICO WATER DISTRICT

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

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Mark J. Grajeda, General Manager

## **SECTION D- GENERAL PROVISIONS**

### **1.0 DEFINITIONS AND ABBREVIATIONS**

Whenever in these specifications or other Contract Documents where these specifications govern, the following terms, or pronouns in place thereof, are used they shall be interpreted as follows:

Abbreviations:

ASTM - American Society for Testing and Material

AWWA - American Water Works Association

CAL-OSHA - Occupational Safety and Health Act as enforced and interpreted by the State of California, Division of Industrial Safety.

NACE - National Association of Corrosion Engineers

Addenda—The written or graphic instruments issued prior to the opening of the Bids that make additions deletions or revisions to the Contract Documents.

Agreement—The written contract between the Owner and the Contractor covering the Work to be performed; when other documents are attached to the Agreement they become part of the Contract.

Change Order—A document recommended by the Owner's Representative, which is signed by the Contractor and the Owner and authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

City—The word "City", when used in these specifications or in the Contract Agreement, shall mean the City of Pico Rivera.

Contract—The word "Contract" shall mean the Contract Documents and shall include the written Agreement entered into by the Owner and the Contractor for the work described in the Specifications, together with the Notice Inviting Bids, the Instructions to Bidders, Proposal, Bid Bond, Information Required of Bidder, Performance Bond, Labor and Material Bond, Certificates of Insurance, Maintenance and Guarantee Bond (if not included in the Performance Bond), Specifications, Drawings and all addenda issued by the Owner with respect to the foregoing prior to the opening of bids, and all modifications issued by the Owner and signed by the Contractor.

Contract Time - The number of successive calendar days stated in the Contract Documents for the completion of the Work.

Contractor - The word "Contractor", when used in these specifications or in the Contract agreement shall mean the party entering into contract with the Owner for performance of the Work called for in these specifications and shown on the drawings, including the Contractor's authorized agents.

Day - A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Defective Work - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or work that has been damaged prior to the Engineer's recommendation of final payment.

District - The word "District" shall mean the Pico Water District.

Drawings - The word "Drawings" or "Contract Drawings" shall mean those drawings accompanying the Specifications, which show the location, nature, extent and form of the Work, together with applicable details.

Engineer - The word "Engineer", when used in these specifications or in the Contract Agreement, shall mean the company that has been duly authorized by the Owner to design and/or direct the work covered in these Contract Documents, or their authorized representatives.

Laboratory - The designated laboratory authorized by the Owner to test materials and work involved in the Contract.

Modification - Modification means either a written amendment to the Contract signed by both parties, or a Change Order as defined in these specifications.

Notice to Proceed - The written notice issued by the Owner to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Contract Time.

Owner - The word "Owner" shall mean the Pico Water District.

Owner's Representative shall be synonymous and when used in these specifications or in the Contract agreement, shall mean that person designated by the Owner, as its representative during the course of construction, to make all day-to-day field inspections, resolve field problems, interpret plans and estimate and compute payments due the Contractor, both monthly and final, and includes the employee or other authorized representative of such Owner.

Project - Project means the total construction set forth in the plans and specifications herein including amendments, of which the Work performed under the Contract may be the whole or a part.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor and submitted by the Contractor to illustrate some portion of Work and all illustrations, brochures, standard schedules, performance charts, instructions, and diagrams to illustrate material or equipment for some portion of the Work.

Similar Words - Whenever in the Contract or Specifications or upon the Contract Drawings the words "Directed", "Ordered", "Prescribed", or words of like importance are used, it shall be understood to refer to the Owner's Representative.

Specifications - The word "Specifications" shall mean the detailed and precise description of how the Work described shall be accomplished, together with all addenda and change orders issued with respect thereto.

Standard Specifications - The words "Standard Specifications" shall mean the Standard Specifications adopted and utilized by Pico Water District/Owner. The Standard Specifications for Public Works Construction shall be referred to as "SSPWC", and the Standard Plans for Public Works Construction (2021 edition) shall be referred to as "SPPWC".

Subcontractor - The word "Subcontractor" shall mean any person, firm or corporation entering into agreement with the Contractor for performance of the Work, or supplying materials to be incorporated into the Work, or any part of the Contractor's obligation under the Contract.

Supplier - The word "Supplier" shall mean any person, firm or corporation entering into agreement with the Owner for supplying materials to be incorporated into the work, or any part of.

Work - Work includes all labor and equipment necessary to produce the construction required by the Contract and all materials incorporated or to be incorporated in such construction.

## **2.0 SCOPE OF WORK**

### **2.1 Consideration**

Owner shall pay Contractor the sum set forth in Contractor's bid attached hereto and hereby incorporated by this reference for the performance of the Work hereunder.

### **2.2 Payments**

Monthly progress payments shall be processed as follows:

- On or about the 25th day of each month, Contractor shall submit to Owner an invoice including an estimate of the cumulative amount and value of the Work performed by Contractor prior to that date and subsequent to any prior estimates. The estimate may include 95% of the value of all acceptable materials and equipment delivered to the work sites. The Contractor shall base the estimate on certified copies of paid invoices.
- Upon receipt of the invoice, the Owner shall review the request as soon as practicable to determine whether the payment request is proper. Any payment request determined not to be a proper payment shall be returned within seven days after receipt accompanied by a written description of the reasons why the payment request is not proper.
- Owner shall pay Contractor, within forty-five (45) days of receipt of the invoice, 95% of the invoice amount reduced by: amounts due to Owner for equipment, services or materials furnished by Owner; amounts of any claims or liens by the Owner or others, and amounts required to be deducted by federal, state or local governmental authorities.
- If the Owner fails to make any progress payment within forty-five (45) days after receipt of an undisputed and properly submitted invoice, the Owner shall pay to the Contractor interest equivalent to the legal rate set forth in Code of Civil Procedure Section 685.010(a) from seven days after receipt of the invoice by the Owner until paid.

No progress payment shall be construed as acceptance of the work, or any portion thereof, nor shall such payment preclude Owner from demanding and recovering from Contractor such damages as may be sustained by reason of Contractor's failure to fully perform this contract.

Upon satisfactory completion of the Work described herein, Owner shall pay Contractor a sum equal to 95% of the actual Work completed less prior monthly progress payments. Within sixty (60) days after the date of completion, the amounts withheld by the Owner shall be released; provided, the Owner may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of any disputed amount. For purposes of this section, "completion" means: The acceptance by the governing body of the Owner or cessation of labor on the work for a continuous period of thirty (30) days or more, if the Owner files a notice of cessation.

Notwithstanding the foregoing, Contractor may receive payment in full, other than retention for claims by the Owner or third parties, if the Contractor first deposits approved securities or enters into an agreement with an escrow agent to hold earned retentions. The substitution of securities or the use of an escrow account shall be in the form and manner permitted by law, as provided by Public Contract Code Section 22300.

### 2.3 Contract Documents

The complete Contract includes all of the Contract Documents set forth herein, to wit: the Notice Inviting Bids, Information for Bidders, Proposal or Bid Form, Non-collusion Affidavit, Public Works Contractor Registration Certification, this Agreement, Certificate of Insurance, Workers' Compensation Certificate, Specifications, and Addenda issued prior to Bid Opening, all attached hereto.

### 2.4 Notices

Any notice required or permitted under this contract shall be given by personal delivery, delivery by nationally-recognized overnight courier or by first class mail, postage prepaid, to:

Pico Water District  
4843 S. Church Street (delivery)  
P. O. Box 758 (mail)  
Pico Rivera, CA 90660  
Attention: Mr. Mark Grajeda, General Manager

### 2.5 Conflict with Specifications

Any conflict in the Specifications and this Contract shall be brought to the attention of the Owner, which shall resolve such conflict. In the event of any conflict between the provisions of these General Conditions and the Technical Specifications, the provision(s) of the Technical Specifications shall prevail. Further issues concerning the precedence of Contract Documents are addressed in Section 3.2, below.

### 2.6 Assignment

Contractor shall not assign this Contract or payments due hereunder.

In entering this Contract or a subcontract to this Contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or a subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

### 2.7 Paragraph Headings

The paragraph headings in this contract are for the convenience of the parties and shall not affect the interpretation of this Agreement.

### 2.8 Authority of Owner Representative

Owner's Representative shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work, all questions as to the interpretation of the plans and specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

### **3.0 PLANS AND SPECIFICATIONS**

#### **3.1 General**

The Contractor shall keep at the worksite a copy of the Plans and Specifications to which the Owner's Representative or Engineer shall have access at all times.

The Plans, Specifications and other Contract Documents will govern the Work. The Contract Documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both. Reference Specifications and Standard Plans are a part of the Contract Documents.

While it is believed that much of the information pertaining to conditions, which may affect the cost of the proposed Work, will be shown on the Plans or indicated in the Specifications, the Owner does not warrant the completeness or accuracy of such information. It is the Contractor's responsibility to ascertain the existence of any conditions affecting the cost of the Work, which would have been disclosed by reasonable examination of the sites.

The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer.

#### **3.2 Precedence of Contract Demands**

Conflict between the Plans and Specifications and this Contract shall be brought addressed in the following order of precedence: (i) permits issued by regulatory agencies with jurisdiction; (ii) Change Orders and supplements to the Contract, whichever occurs last; (iii) addenda to the Contract; (iv) Contract – Special Provisions; (v) Plans; (vi) Technical Specifications; (vii) Contract – General Provisions; (viii) Standard Plans; (ix) Standard Specifications; (x) Notice Inviting Bids; and (xi) Instructions to Bidders.

#### **3.3 Shop Drawings**

Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and illustrating some portion of the work.

The Contractor shall review, stamp with approval, and submit for review by the Owner's Representative shop drawings for material and equipment to be incorporated into the work.

Drawings shall be submitted electronically in text searchable pdf format to the Owner's Representative and be accompanied by a letter of transmittal listing the drawings submitted. Drawings shall show the name of the project, the name of the Contractor, the names of suppliers, manufacturers and subcontractors, the applicable Plan sheet and Specification section, and any deviations from the requirements of the Plans and Specifications. Shop drawings shall be submitted with promptness and in orderly sequence to cause no delay in the Work.

Shop Drawings shall be complete. If the Shop Drawings show deviations from the requirements of the plans and specifications because of standard shop practices or other reasons, the deviations and the reasons therefore shall be set forth in the letter of transmittal.

By approving and submitting shop drawings, the Contractor represents material, equipment and other work shown thereon conforms to the Plans and Specifications except for the deviations set forth in the letter of transmittal.

Within ten (10) calendar days after receipt of the drawings, the Owner will return in pdf form the drawings to the Contractor with comments. If noted by the Owner, the Contractor shall correct the drawings and resubmit in the same manner as the original submittal. The Contractor shall direct attention in the letter of transmittal accompanying resubmitted shop drawings to revisions other than the corrections requested by the Owner's representatives on previous submittals.

The review by the Owner's Representative is for general conformance with the design concept of the Project and general compliance with the Plans and Specifications and shall not be construed as relieving the Contractor of the full responsibility for: providing materials, equipment, and work required by the Contract; the proper fitting and reconstruction of the Work; the accuracy and completeness of the Shop Drawings; selecting fabrication processes and techniques of construction; and performing the Work in a safe manner.

No portion of the Work requiring a Shop Drawing submittal shall be commenced until the submittal has been reviewed by the Owner's Representative and returned to the Contractor with a notation indicating re-submittal is not required.

#### 3.4 Work to be Performed

The work to be performed consists of the Work described in the Technical Specifications attached hereto and incorporated herein by this reference. The Work shall be performed in a thorough, workmanlike manner in accordance with the Plans and Specifications, which have been prepared or approved by the Owner. All work shall conform to the lines, elevations, and grades shown on said Plans. The Engineer must approve all revisions and changes in the Plans proposed by the Contractor.

### **4.0 ENGINEER, OWNER, OWNER'S REPRESENTATIVE CONTRACTOR RELATIONS**

Upon issuance of the Notice to Proceed, the Owner shall assign an Owner's Representative to this Project. The Owner's Representative shall function as the Primary Point of Contact for the Contractor. All Shop Drawing submittals shall be provided to the Owner's Representative. All requests for clarification shall be addressed to the Owner's Representative.

#### 4.1 Engineer's Authority

The Engineer or his/her authorized representative will decide all questions which may arise as to the quality and acceptability of materials and equipment furnished, work performed, rate of progress of work, interpretation of the Specifications and Drawings, and all questions as to the acceptable fulfillment of the contract by the Contractor.



The Engineer's decision shall be final and he/she shall have executive authority to enforce and make effective such decisions and orders.

#### 4.2 Responsibility of the Owner's Representative

The Owner's Representative shall have full authority to interpret the Drawings and Specifications and shall determine the amount, quality, and acceptance for the Work and supplies to be paid for under the contract and every question relative to the fulfillment of the terms and provisions therein. Unless otherwise specifically provided in the Specifications, all workmanship, equipment, and materials incorporated in the work are to be new and of the best grade of their respective kinds for the purpose.

It shall be the duty of the Owner's Representative to enforce the specifications in a fair and unbiased manner, although it has the right to waive any term of the Specifications if that term is found to be unreasonable and inconsistent with the general spirit of the Specifications. If a variation from any requirement is allowed, the Owner's Representative shall grant the same in writing with the reasons for his action outlined, and such actions will not invalidate or change the Contract in any other manner.

Any difference, which may arise, between the Contractor and any other contractors also under the surveillance of the Owner's Representative will be arbitrated by the Owner's Representative.

#### 4.3 Responsibility of Contractor

The Contractor shall comply with all City of Pico Rivera encroachment permit requirements and any other agency permit requirements, including permit and inspection fees, charges and insurance, and furnish all transportation, apparatus, ways, works, machinery and plant, and all suitable appliances requisite for the execution of this Contract (except for any items to be supplied by Owner, as described in the Bid Schedule), and shall be solely answerable for same and for the safe and proper and lawful construction, maintenance, and use thereof to the extent permitted by law. The Contractor shall cover and protect the Work from damages and all injury before completion of this contract shall be made good. The Contractor shall be solely answerable for all the damages to City of Pico Rivera and Owner's property, to other contractors or other employees or to private or personal property, due to the improper conduct of subcontractors, or Contractor's employees, or agents in and about the site of work, or any undertaking as hereinafter provided or to any defect in the scaffolding, shoring, apparatus, way works, machinery, or plant; and assume the defense and indemnity and save harmless the Owner and the Water Replenishment District of Southern California ("WRD") and their respective officers and agents free from all claims relating to labor and materials furnished for the Work or the invention, patent rights used in the Work or on the Work, or in doing the Work.

All risk of loss resulting from total or partial destruction of the Project, or any part or damage prior to the final acceptance of the Work by the Owner, shall be borne by Contractor regardless of the cause of such total or partial destruction or damage. Contractor shall repair or replace such damage or destroyed Work at Contractor's sole cost and expense to its prior undamaged condition. Such total or partial destruction or damage shall not excuse Contractor from completion of the Work.

Neither the Owner, the Owner's Representative, the Engineer, nor any officer or authorized assistant shall be personally responsible for any liability arising under this Contract.

The Owner shall not be held responsible for the care or protection of any materials or parts of the Work prior to final acceptance, except as expressly provided in the Specifications.

It is understood and agreed that the Contractor shall act as an independent contractor in performing the Work under the Contract, maintaining complete control over its employees and all its subcontractors. The Contractor shall perform all work in accordance with his own methods subject to compliance with the Contract. The Contractor shall perform all work in an orderly and workmanlike manner. Contractor shall observe all applicable State and Federal laws and local ordinances during the execution of work. The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit as a penalty to the Owner, a penalty in such amount as the Labor Commissioner shall determine for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by them or by any subcontractor under them in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates 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. Moreover, failure to pay the prevailing wage may subject the Contractor to debarment, as provided in Labor Code Section 1777.1.

The Contractor shall forfeit as a penalty to the Owner the maximum amount provided by statute for each worker employed in the execution of the contract by the Contractor or any of their subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code and, in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay as provided in said Section 1815.

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them. The Contractor and any subcontractor under them shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. In accordance with Section 1773.3 of the Labor Code, within five (5) days of awarding the Contract hereunder the Owner shall send a copy of this Contract to the Division of Apprenticeship Standards. Willful violations of Section 1777.5 will result in a forfeiture of the maximum statutory amount for each calendar day of

non-compliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations pursuant to Labor Code Section 1777.7. Willful violations of Section 1777.5 shall also result in the suspension of the Contractor's right to bid on or receive the award of any public works construction contract, as provided in Section 1777.7.

The Contractor shall be responsible for setting and maintaining lines and grades. In accordance with Section 7104 of the Public Contract Code, where the Specifications require digging trenches or excavating deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

- (a) Material that the Contractor may believe is hazardous waste as defined in Section 25117 of the Health and Safety Code;
- (b) Subsurface or latent physical conditions differing from those by information about the site made available to bidders prior to the deadline for submitting bids;
- (c) Unknown physical conditions of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract specifications.

Upon receipt of written notice by the Contractor of such conditions, the Owner shall promptly investigate. If the Owner finds such conditions to exist and determine that an increase or decrease in the Contractor's cost of or time required for performance of the Work will result from the change in conditions, the Owner will issue a Change Order.

In the event a dispute arises between the Owner and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause decrease or increase in the cost of or time required for performance of any part of the Work, the Contractor shall not be excused from the scheduled completion of the Work, and shall retain any and all rights which he may have pertaining to the resolution of disputes between the Owner and the Contractor, as provided in Section 10.3 hereof.

#### 4.4 Right-of-Way

Land or Right-of-Way for the Work to be constructed under the Contract will be provided by the Owner as shown on the Drawings. Nothing contained herein and nothing marked on the Drawings shall be interpreted as giving the Contractor exclusive occupancy of the premises provided for the work. The Owner and its employees for any purpose, and other contractors of the Owner for any purpose required by their respective contracts, may enter upon or cross the premises or occupy portions of it, as directed or permitted. Any additional land or Right-of-Way required for construction operations shall be provided by the Contractor at its own expense and be subject to the approval of Owner prior to acquiring any land or right-of-way either permanent or temporary.

Except as may otherwise be provided, the Contractor shall secure, from the agencies having jurisdiction, including the City, the necessary permits to create obstructions, to make excavations, and to otherwise encroach upon Rights-of-Way, and present evidence to the Owner's Representative that such permission has been granted, before work is commenced. The regulations and requirements of all agencies concerned shall be adhered to and no claims for additional compensation will be made for such adherence.

Should damages or injury result to any utility pipes, service pipes, structures or poles or their pipes or poles due to fault of the Contractor, for any reason, said Contractor shall without delay repair same at his own expense and to the satisfaction of the Owner's Representative.

#### 4.5 Construction Interferences

If any pipeline, utility, structure, etc., is required to be disturbed or removed to permit construction of this Project, the approval of the Owner's Representative must be first obtained followed by notification to the owner of the utility or structure in question.

The owners of any utility or structure in obstruction to the Project shall have free access to said utility or structure at any time during construction for any purpose.

Locations of utilities and other underground structures shown on the Drawings are only approximate and the Owner does not guarantee all existing obstacles are shown. **IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO POTHOLE AND LOCATE ANY AND ALL UTILITIES, BOTH KNOWN AND UNKNOWN THAT MAY BE IN CONFLICT WITH THIS PROJECT.**

**Any and all cost in removing, relocating, protecting, supporting, repairing, maintaining or replacing utilities or structures whether or not shown on the Drawings, or accurate, shall be borne by the Contractor.** The Contractor, therefore, shall be thoroughly familiar, both on the surface and subsurface, with the working area.

#### 4.6 Legal Address of Contractor

The Contractor shall supply one (1) address in the bidding and contract documents to which will be designated as the legal address. All communications shall be made through said legal address and date of receipt shall be deemed date of mailing. Change of Legal Address may be accomplished in writing with Contractor's signature delivered to the Owner's Representative or the Engineer.

#### 4.7 Job Site Supervision

A qualified superintendent, acceptable to the Owner's Representative, shall supervise the Work at all times until its completion. The superintendent shall have full authority to act on behalf of the Contractor, and all directions received by the superintendent from Owner's Representative shall be considered received by the Contractor.

#### 4.8 Protest

If the Contractor considers any work demanded of him to be outside the scope of the Contract, or any order, instruction or decision by the Owner's Representative to be unfair, it shall, immediately ask for a written confirmation of the same, whereupon it shall file a protest with the Owner within ten (10) days clearly stating in detail its objections and reasons therefor and proceed without delay to perform the work. Except for such protest or objections made as required, the Contractor hereby waives all grounds for protest or objection.

#### 4.9 Inspection

The Owner's Representative shall, at all times, have access to the Work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the Specifications. All work done and all materials furnished shall be subject to this inspection and approval. If any work should be performed or covered up without approval or consent of the Representative, it must, if required by the Owner's Representative, be uncovered for examination at the Contractor's expense.

Reexamination of work previously inspected by Owner or Owner's Representative may be ordered by the Owner's Representative and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract, the Owner shall pay the cost of reexamination. If such work were found not in accordance with the Contract, the Contractor shall pay all related costs for reexamination, and required corrective action as required by Owner.

The inspection of the Work shall not relieve the Contractor of any of its obligations to fulfill its Contract as prescribed, and defective work shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All Work shall be tested to the satisfaction of the Owner's Representative before acceptance.

No work shall be performed at night without the prior written approval of the Owner's Representative.

#### 4.10 Assignment Forbidden

The Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, or his obligations thereunder without written consent of the Owner. Should this provision be violated, the contract may be terminated at the option of the Owner and all obligations and liabilities to the Contractor by the Owner are relieved.

#### 4.11 Subcontracts

Subcontractors who will perform one half of one percent, or more, of the work, shall be listed. All subcontractors must be registered with the California Department of Industrial Relations in accordance with Labor Code Sections 1725.5 and 1771.1.

At the Owner's Representative's discretion, subcontracts may be permitted to such extent as shall be shown to be necessary or advantageous to the Contractor in the execution of the Work and without injury to the Owner's interests. The Contractor shall list all subcontractors who will perform work upon this project on the form entitled "Information Required of Bidder." There will be no subletting of work by a subcontractor. Proper licensing shall be available to the Owner's Representative from any subcontractor and the Contractor shall not enter into any subcontract with any subcontractor who has not registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

All subcontracts must be in writing and a copy of each subcontract shall be filed promptly with the Owner's Representative upon his request showing name and address of subcontractor and the terms and conditions of each subcontract.

In the event that the subcontractor fails to comply with either its Contract or the Prime Contract Agreement, the subcontract shall become annulled by the Contractor upon written order of the Owner's Representative. The Contractor shall be responsible as in its own employees for acts or omissions by the subcontractor.

#### 4.12 Other Contracts

The Owner may award other contracts. The Contractor shall fully cooperate with such other contractors and carefully fit its own work to that provided under other contracts as may be directed by the Owner's Representative. The Contractor shall be liable for any act, which will damage or interfere with the performance of work by any other contractors.

#### 4.13 Suspension of Work

The Owner's Representative acting on behalf of the Owner may, by written notice to the Contractor, suspend the work, in whole or in part, for such period or periods as he may see necessary, due to unsuitable weather, delay in delivery of Owner-furnished equipment or materials, or such other conditions as are considered unfavorable for prosecution of the Work, or failure on the part of the Contractor to carry out the Agreement to meet the requirements of the Specifications.

The Contractor shall have no claim for damages alleged to have been suffered or extra compensation by reason of any such suspension.

#### 4.14 Termination of Right to Proceed

Should the contractor fail to meet any or all of the requirements of the Contract, be placed or entered into bankruptcy, have a receiver appointed for his properties or make an assignment for the benefit or creditors, the Owner may declare the Contractor in default of the Contract by notifying the Contractor in writing. The Contractor shall preserve all aspects of the Project sites and take immediate steps to remedy such default.

If after five (5) calendar days said default is not remedied, the Owner may, in writing terminate the Contractor's right to proceed and the Contractor shall at its own expense:

Assist the Owner in making an inventory of all materials and equipment in storage at the site, en route, in storage or manufacture away from the site, or on order; and

Assign all subcontractors, supply contracts and equipment rental agreements to the Owner; and  
Remove all material, equipment and plant not listed in said inventory.

The Owner has the right to complete the Work using any or all the materials, plant, tools, equipment, supplies and property furnished by the Contractor. The total cost of completing the Project shall be charged to the Contractor and the Owner may use sole judgment in gathering figures for the completion of the Work.

#### 4.15 Other Contract Termination

Should the Owner decide to terminate Contract at any time at no fault of the Contractor, the Contractor shall be due only the value of work performed up to date of receiving written notice of termination, and cost of materials and equipment on hand, in transit, or on definite commitment. The Owner's Representative shall determine the value of the Work performed and cost of qualifying equipment and materials.

The Contractor may terminate the contract if the entire Work has been suspended for 60 days through no fault of the Contractor and no notice to resume work has been received, or should the Owner fail to pay any substantial sums of money due to him. Should termination occur, the Contractor shall have no claims against the Owner except those specified in this section.

#### 4.16 Failure to Comply

If the Contractor should refuse or neglect to comply with the provisions of the Contract or of the orders of the Owner's Representative, the Owner may have such provisions or orders carried out by others at the Contractor's expense.

## 5.0 CONTROL OF MATERIALS

### 5.1 Materials and Workmanship

All materials, parts and equipment furnished by the Contractor in the Work shall be new, high grade, and free from defects. The Owner may request the Contractor to furnish manufacturer's certificates to this effect. Workmanship shall be in accord with the generally accepted standards. Materials and workmanship shall be subject to the Engineer's approval.

Materials and workmanship not conforming to the requirements of these Specifications shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from any site by the Contractor, at its expense, when so directed by the Engineer.

If the Contractor fails to replace any defective or damaged work or material after reasonable notice, the Engineer may cause such work or materials to be replaced. The replacement expense shall be deducted from the amount to be paid to the Contractor.

Used or secondhand materials, parts and equipment may be used only if permitted by the Technical Provisions. No worn or obsolete equipment shall be used, and in no case shall the maker's rating of capacity for equipment be exceeded.

### 5.2 Protection of Work and Materials

The Contractor shall at its own expense provide and maintain storage facilities and employ such measures as will preserve the specified quality and fitness of materials to be used in the work. Stored materials shall be reasonably accessible for inspection. The Contractor shall also adequately protect new and existing work and all items of equipment for the duration of his Contract.

### 5.3 Inspection Requirements

Unless otherwise specified, inspection is required at the job sites for such typical materials and fabricated items as pipe, valves, fittings, service materials, structural concrete, welding, protective coating application. The Technical Specifications may specify inspection at the source for specific items.

#### 5.4 Tests of Materials

The Owner shall provide all initial materials and compaction testing for the project. Any subsequent materials and compaction testing required due to failure of the initial tests to conform to Owner's requirements, will be performed by the Owner at the sole expense of the Contractor. All compaction testing shall be performed by a Professional Geotechnical Engineer licensed in the State of California, selected and approved by the Owner, prior to any construction.

#### 5.5 Responsibility for Material Furnished by the Owner

The Contractor's responsibility for material furnished by the Owner shall begin upon Contractor's acceptance at the point of delivery to it. All such material shall be examined, and material defective in manufacture or otherwise damaged shall be rejected by the Contractor and will be replaced by the Owner. Material furnished by the Owner which is accepted by the Contractor, but which is discovered to be defective prior to final acceptance of the Work shall be removed by the Contractor and the Contractor shall install, at its own expense, the material replaced by the Owner or Contractor. The Contractor shall be responsible for the safe storage of all materials until they have been incorporated in the completed project. Tools and equipment satisfactory to the Engineer shall be provided and used by the Contractor for the safe and efficient execution of the work. All pipe, fittings, and accessories shall be handled in such a manner as to prevent damage thereto.

### **6.0 PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK**

#### 6.1 Construction Schedule and Commencement of Work

After notification of award and prior to start of any work, the Contractor shall submit to the Engineer for approval his proposed construction schedule. The construction schedule shall reflect completion of all work under the Contract within the specified time and in accordance with these Specifications.

Unless otherwise provided, the Contract time shall commence on the date stipulated in the Notice to Proceed. The Work shall start on or after said stipulated date and be diligently prosecuted to completion within the time provided in the Technical Provisions.

Prior to starting any construction, a pre-construction conference is to be held at which the Owner, the Engineer, the Owner's Representative, the Contractor's Foreman and/or Superintendent for that job, the City of Pico Rivera and affected utility agency representatives (if applicable) shall be present. They shall review job Plans, Contractor's work schedule, answer any questions regarding Owner Specifications and City of Pico Rivera requirements, and see that all City and other agency permits (as required) have been obtained.

If the Contractor desires to make a change in its method of operations after commencing construction that will affect the construction schedule, or if its schedule fails to reflect the actual



progress, the Contractor shall submit to the Owner a revised construction schedule in advance of beginning revised operations.

The Engineer may waive these requirements for work constructed under permit.

#### 6.2 Prosecution of Work for Off-Site Construction

To minimize public inconvenience, possible hazard and to restore streets and other work areas to their original condition and former state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If, in the Engineer's opinion the Contractor fails to prosecute the Work to the extent that the above purposes are not being accomplished, the Contractor shall, upon orders from the Engineer or Owner's Representative, immediately take the steps necessary to fully accomplish said purposes. All costs of prosecuting the Work as described herein shall be included in the Contractor's bid. Should the Contractor fail to take the necessary steps to fully accomplish said purposes after orders of the Engineer or Owner's Representative to do so, the Engineer or Inspector may suspend the Work in whole or in part, until the Contractor takes said steps.

As soon as possible under the provisions of these Specifications, the Contractor shall backfill all excavations and restore to usefulness all improvements existing prior to the start of the Work.

If the Work is suspended through no fault of the Owner, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic and protection of the work during periods of suspension, the Owner may elect to do so, and deduct the cost thereof from monies due the Contractor. Such action will not relieve the Contractor from liability.

#### 6.3 Suspension of Work

The Work may be suspended in whole or in part when, in the Engineer's opinion, the suspension is necessary in the interest of the Owner. The Contractor shall comply immediately with any written order of the Engineer suspending work. Such suspension shall be without liability to the Contractor on the part of the Owner except as otherwise specified in Section 6.6.2 Payment for Delays to Contractor.

#### 6.4 Default by Contractor

The Contract may be canceled by the Owner without liability for damage when in the Owner's opinion the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the Owner's consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on unit prices or lump sum bid and the quantity of Work completed at the time of cancellation, less all damages incurred by the Owner to complete the Contract. The Contractor, in having tendered a bid, shall be deemed to have waived any and all claims for damages because of cancellations of Contract for any such reason. If the Owner declares the Contract canceled for any of the above reasons, written notice to that effect shall be served upon the Surety. The Surety shall, be responsible for all costs incurred by the Owner in completing the Work not completed by the Contractor.

If the Contractor fails to begin delivery of material and equipment, to commence work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure the Owner's interest, or if the Contractor is not carrying out the Contract, the Owner's written notice may be served upon the Contractor and the Surety of its faithful performance bond, demanding satisfactory compliance with the Contract.

If the Contractor or its Surety does not comply with such notice within five (5) days after receiving it, or, after starting to comply with such notice, fails to continue, the Owner may exclude the Contractor from the premises and take possession of all material and equipment, and complete the Work by Owner forces, by letting the unfinished work to another Contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the Owner. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the Owner within five (5) days after completion, all cost in excess of the Contract price.

If the Surety assumes any part of the work, it shall take the Contractor's place in all respects for that part, and shall be paid by the Owner for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of the Contract.

The provisions of this section shall be in addition to all other rights and remedies available to the Owner under law.

#### 6.5 Termination of Contract

The Owner may terminate the Contract when conditions encountered during the Work make it impossible or impracticable to proceed, or when the Owner is prevented from proceeding with the Contract by an act of God, by law, or by official action of a public authority, or at its own discretion.

##### 6.5.1 Termination: Contractor at Fault

The Owner may declare the Contractor in default, should the Contractor fail to meet the requirements of the Contract, or be placed in bankruptcy, or should a receiver be appointed for Contractor's properties, or should Contractor make an assignment for the benefit of creditors. In such event, the Owner will notify the Contractor in writing. On receipt of such written notice, the Contractor shall preserve site construction materials, equipment and plant, and undertake immediate steps to remedy such default.

If the Contractor fails to remedy such default within five calendar days after receipt of such written notice, the Owner may terminate the Contractor's right to proceed with the Work as to which default has occurred. Upon receipt of such written notice, the Contractor shall for that Work affected by any such termination:

Assist the Owner in making an inventory of materials and equipment in storage at a site, en route to a site, in storage or manufacture away from a site, and on order from suppliers;

Assign to the Owner, subcontracts, supply contracts and equipment rental agreements all as designated by the Owner; and

Remove from the sites, all construction materials, equipment and plant listed in said inventory other than such construction materials, equipment and plant which are designated in writing by the Owner to be used by the Owner in completing such Work.

The Owner may complete the Work to which notice applies by contract or otherwise, and may take possession of the materials, plant, tools, equipment, supplies and property furnished by the Contractor which is designated by the Owner in writing for such purpose.

The expense of completing such Work, together with a reasonable charge for administering a contract for such completion, shall be charged to the Contractor. The Owner, out of such monies as may become due to the Contractor, shall deduct such expense. If this expense exceeds the sum otherwise payable under the Contract, the Contractor and Contractor's sureties shall be liable. Upon written notice from the Owner, the Contractor promptly pays to the Owner, the amount of such excess. The Owner shall not be required to obtain the lowest bids for completing such work, but may make such expenditures as in the Owner's sole judgment will best accomplish such completion.

#### 6.5.2 Termination: Contractor not at Fault

Owner may terminate the contract upon at least ten (10) days written notice to the Contractor, if Owner finds reasons beyond the control of the parties that make it impossible or against the Owner's interests to complete the Work. In such a case, the Contractor shall have no claims against the Owner, except for the value of the Work performed to the date of termination, and the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date of termination if such materials and equipment would be needed in the work. The value of the Work performed and the cost of materials and shipment delivered to any site shall be determined by the Owner in accordance with the procedure prescribed for the making of a final estimate and payment.

#### 6.6 Delays and Extension of Time

If delays are caused by unforeseen events beyond the control of both the Contractor and the Owner, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes, fires, flood, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment or labor because of Federal Government restrictions arising out of the national defense or war program, required "extra work", or other specific reasons as may be further described in the Specifications may constitute such a delay.

If delays beyond the Contractor's control are caused by reasons other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interest of the Owner, an extension of time may be granted, but the Contractor shall not be entitled to damages or additional payment due to such delays.

If delays beyond the Contractor's control are caused solely by action of the Owner, such delays will entitle the Contractor to an extension of time as provided in Section 6.6.1 Extensions of Time. Owner shall ascertain the facts and extent of the delay and extend the time for completing the Work if in Owner's judgment the findings justify an extension. The findings of fact shall be final and conclusive.

#### 6.6.1 Extensions of Time

Extensions of time, when granted, will be based upon the effect of delays to the Project as a whole and will not be granted for non-controlling delays to minor included portions of the Work unless it can be shown that such delays did, in fact, delay the progress of the Project as a whole.

#### 6.6.2 Payment for Delays to Contractor

The Contractor may be compensated for delays caused solely by the failure of the Owner to furnish necessary rights of way, failure to deliver materials shown in the Contract Documents to be furnished by the Owner, or for the suspension of the work by the Owner for its own convenience or benefit. If the Contractor sustains loss which could not have been avoided by the judicious handling of forces, equipment or plant, there shall be paid to the Contractor such amount as the Engineer may find to be fair and reasonable compensation for such part of the Contractor's actual loss as was unavoidable.

#### 6.6.3 Written Notice and Report

If the Contractor desires payment for a delay as specified in Section 6.6.2 Payment for Delays to Contractor or an extension of time, it shall, within 10 days after the beginning of the delay, file with the Owner a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered as grounds for refusal by the Owner to consider such a request.

#### 6.7 Time of Completion

The Contractor shall complete the work within the time set forth in Section 9.1 of these General Provisions. Unless otherwise specified, the time of completion of the Contract shall be expressed in calendar days. An extension of time may be granted pursuant to Section 6.6.1 Extensions of Time.

#### 6.8 Completion and Acceptance

Contractor shall make an initial request for final inspection after initial completion of the Work. After inspection, the Owner will inform the Contractor, in writing, of all items found by Owner to be incomplete or not in compliance with this Agreement. After the Contractor has completed these items, the procedure for final inspection shall then be the same as specified above for the Contractor's initial request for final inspection. If after two (2) "final" inspections, items are found by Owner to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, Owner may require Contractor, as a condition of Owner performing further field inspections, to submit to the Owner a detailed written statement of the Work performed subsequent to the date of the previous inspection at which such items were found to be incomplete or not in compliance with this Agreement.

The Parties shall follow the above steps until such time as Owner determines that the Work has been satisfactorily completed in accordance with all terms and condition of this Agreement. Upon such determination, the Owner shall order recordation of the Notice of Completion.

6-8.1 Acceptance

Within thirty-five (35) days after the Notice of Completion, in the form set forth on the following page, is recorded (or in the event of any lien or stop notice claims are filed against the Project arising out of Contractor's activities hereunder, on such date Contractor has finally satisfied, discharged, or obtained a release of such claim), the Owner shall accept Contractor's Work.

Recording Requested by:

PICO WATER DISTRICT

When Recorded Mail to:

GENERAL MANAGER  
P.O. Box 758  
PICO RIVERA, CA 90660

NOTICE OF COMPLETION  
**PFAS TREATMENT SYSTEMS FOR WELLS 5A, 8, AND 11**

NOTICE IS HEREBY GIVEN THAT:

1. The Pico Water District, Pico Rivera, California ("District"), with mailing address at P.O. Box 758, Pico Rivera, California, 90660, is the owner of the water distribution facilities on which Contractor has performed the work described below.
2. Completion Date: \_\_\_\_\_
3. Name and Address of Contractor: \_\_\_\_\_
4. The property on which said work of improvement was completed is in the City of Pico Rivera, County of Los Angeles, State of California, and is described as follows: PFAS TREATMENT SYSTEMS FOR WELLS 5A, 8, AND 11 [NEED TO INSERT ADDRESSES FOR THE THREE WELL SITES]
5. Description of Work: PFAS TREATMENT SYSTEMS FOR WELLS 5A, 8, AND 11, and all appurtenant work thereto necessary for the proper construction of the completed improvements.
6. Date of Contract: \_\_\_\_\_

Surety:

ATTEST:

PICO WATER DISTRICT

\_\_\_\_\_  
District Clerk

By: \_\_\_\_\_  
General Manager

STATE OF CALIFORNIA            )  
  ) SS  
COUNTY OF LOS ANGELES        )

Mark Grajeda, being duly sworn, deposes and says: That he is the General Manager of the Pico Water District; that he has read the foregoing Notice of Completion and knows the contents thereof to be true.

PICO WATER DISTRICT

By: \_\_\_\_\_  
  General Manager

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Mark Grajeda, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

\_\_\_\_\_  
NOTARY PUBLIC

6.9 Liquidated Damages

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Unless otherwise provided in the Technical Provisions, the Contractor will pay to the Owner **one thousand five hundred dollars (\$1,500)** for each calendar day of delay in finishing the work in excess of time specified for completion, plus any authorized time extensions.

Execution of the Contract under these Specifications shall constitute, and as initialed below, agreement by the Owner and Contractor that one thousand five hundred dollars (\$1,500) per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the Work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due to the Contractor if such delay occurs. The Owner may deduct the liquidated damages set forth herein from progress payments or from the Owner's final payment. The payment of progress payments before or after the scheduled completion date with or without set off for liquidated damages shall not constitute a waiver of liquidated damages.

By initialing below, Owner and Contractor acknowledge and agree that the amount of liquidated damages in this Section 6.9 has been negotiated by the parties as a reasonable endeavor to estimate a fair amount of compensation:

Contractor initials: \_\_\_\_\_ Owner initials: \_\_\_\_\_

6.10 Use of Improvement during Construction

The Owner reserves the right to take over and utilize all or part of any completed facility or appurtenance. Such action by the Owner will relieve the Contractor of responsibility for injury or damage to said completed portions of the improvement resulting from use by public traffic or from the action of the elements or from any other cause, except injury or damage resulting from the Contractor's operations or negligence. Nothing in this section shall be construed as relieving the Contractor from full responsibility for correcting defective work or materials.

In the event the Owner exercises its right to place into service and utilize all or part of any completed facility or appurtenance, the Owner shall assume the responsibility and liability for injury to persons or property arising out of or resulting from the utilization of the facility or appurtenance so placed into service, except for any such injury to persons or property caused by any willful or negligent act of omission of the Contractor, subcontractor, their officers, employees or agents.

6.11 Assignment

Contractor shall not assign this contract or payments under this contract. Contractor and each subcontractor hereby assign to the Owner rights, title, and interest in and to causes of action under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials for this Contract or the subcontract. This



assignment shall be made and become effective without further acknowledgment by the parties at the time the Owner tenders final payment to the Contractor.

## **7.0 WORKING CONDITIONS**

### **7.1 Discrimination**

Pursuant to Labor Code section 1735 and other applicable provisions of state and federal law, including the Fair Employment and Housing Act and applicable regulations promulgated thereunder (Government Code Section 12999(a)-(f); California Code of Regulations, Title 2, Sections 7285 et seq.), which regulations are incorporated herein by this reference and made a part hereof as if set forth in full, the Contractor and its subcontractors shall not discriminate against, harass or allow harassment against any employee or applicant for employment on this Project because of race, color, religion, sex, ancestry, national origin, sexual orientation, age, political affiliation, marital status, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), other handicap, denial of family care leave, genetic information, gender, gender identity, gender expression, or military and veteran status. The Contractor will take affirmative action to ensure that employees are treated during evaluation for employment, employment or training without regard to the conditions listed in the prior sentence. Contractor shall include the non-discrimination and compliance provisions of this article in all subcontracts to perform the Work.

### **7.2 Safety**

Contractor and all subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. and by the California Department of Industrial Relations, Division of Industrial Safety.

If the total amount of the contract is in excess of \$25,000 and if Labor Code Section 6705 applies to the Work, the Contractor shall submit to the Owner for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with all governmental regulations and 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 General Industry Safety Orders promulgated by the Department of Industrial Relations, Division of Industrial Safety, or by such other agency with responsibility therefor.

The Owner or the Engineer or their consultants may have made investigations of subsurface conditions in areas where the Work is to be performed. If so, these investigations are identified in the Special Provisions and the records of such investigations are available for inspection at the office of the Engineer. The detailed plan showing the design of shoring, etc., which the Contractor is required to submit to the Owner for acceptance in advance of excavation will not be accepted by the Owner if the plan is based on subsurface conditions which are more favorable than those revealed by the investigations made by the Owner or the Engineer or their consultants; nor will the plan be

accepted if it is based on soils-related design criteria which is less restrictive than the criteria set forth in the report on the aforesaid investigations of subsurface conditions.

The detailed plan showing the design of shoring, etc., shall include surcharge loads for nearby embankments and structures, for spoil banks, and for construction equipment and other construction loadings. The plan shall indicate for all trench conditions the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads.

Nothing contained in this article shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

In carrying out his work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable). Safety precautions as applicable shall include, but not be limited to, adequate life protection, and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures.

If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit their excavation/trench work safety plan and permit before work begins.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.

### 7.3 Character of Workers

Only competent workers shall be employed on the Work. Any person employed, who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform work properly and acceptably, shall be immediately removed from the Work by the Contractor and not be re-employed on the Work.

## **8.0 INSURANCE, INDEMNIFICATION AND BONDS**

### 8.1 Insurance

Contractor shall purchase and maintain insurance as required under this Section 8.1 to protect the Owner and Contractor from claims set forth below which may arise out of or result from Contractor's operations under the Contract and for which the Contractor may be legally liable,

whether such operations are by the Contractor or its subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- Claims under workers' or workman compensation, disability benefits and other similar benefit acts, which are applicable to the work performed;
- Claims for damages because of bodily injury, occupational sickness, or disease, or death of the Contractor's employees when such damages, sickness or disease or death is due to the fault or negligence of Contractor;
- Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- Claims for damages insured by usual personal injury liability coverage, which are sustained (1) by a person as a result of an offence directly or indirectly related to employment of such person by the Contractor, or (2) by any other persons for whom Contractor is liable under the terms of this Contract;
- Claims for damages, other than the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- Claims for damages because of bodily injury, death of a person or property damage arising from ownership, maintenance or use of a motor vehicle;
- Claims involving contractual liability insurance applicable to the Contractor's obligations under as previously defined; and
- Claims for damage to work in progress.

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

The Contractor shall execute and maintain his work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the Specifications relating to safety measures applicable in particular operations or kinds of work.

Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001); and
- Insurance Services Office Form Number CA 0001 (ed. 1/87) covering Automobile Liability, Code I (any auto).

The Contractor shall maintain limits no less than the following:

General Liability - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other

form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability - Two million dollars (\$2,000,000) per accident for bodily injury and property damage combine single limit.

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

The Owner, WRD and their respective directors, officers, employees, agents and volunteers are to be covered as insured as respects liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, WRD and their respective directors, officers employees, agents and volunteers.

For any claims related to this Project, the Contractor's insurance shall be primary insurance as respects the Owner, WRD and their respective directors, officers, employees, agents and volunteers. Any insurance, pooled coverage or self-insurance maintained by the Owner or WRD and their respective directors, officers, employees, agents and volunteers shall not contribute to it.

Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Owner, WRD and their respective directors, officers, employees, agents and volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner.

Such liability insurance shall indemnify the Contractor and its subcontractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or its subcontractors for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.

Such insurance shall be provided on a policy form written by underwriters through an agency satisfactory to the Owner that includes a cross-liability clause, and covers bodily injury and property damage liability, owned and non-owned vehicles and equipment, blanket contractual liability and completed operations liability.

Such liability insurance shall include explosion, collapse, underground excavation and removal of lateral support. The Owner, WRD and their respective directors, officers, employees, agents and volunteers shall be named an additional insured on any such policies.

An additional insured endorsement modified to include the provisions above and a certificate of insurance shall be provided to the Owner.

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions.

Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-:VII or equivalent.

The Contractor and all subcontractors shall cover or insure under the applicable laws relating to worker's compensation insurance, all of their employees working on or about the construction sites, regardless of whether such coverage or insurance is mandatory or merely elective under the law, and the Contractor shall defend, protect and save harmless the Owner, WRD and their respective directors, officers, employees, agents and volunteers from and against all claims, suits, and actions arising from any failure of the Contractor or any subcontractor to maintain such insurance. Before beginning work, Contractor shall furnish to the Owner satisfactory proof that he has taken out for the period covered by the Work under this Contract, full compensation insurance for all persons employed directly by him or through subcontractors in carrying out the work contemplated under this contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.

The Contractor shall provide employer's liability insurance in the amount of, at least, two million dollars (\$2,000,000) per accident for bodily injury and disease.

The Contractor shall provide the Owner with a certificate of Workers' Compensation and employer's liability insurance coverage.

Prior to execution of the Contract, the Contractor shall file with the Owner evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the additional insured endorsement signed by the insurer's representative and certificate of insurance. All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give by certified mail, written notice to the Owner at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

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

The insurance required by this section shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. The insurance shall be purchased from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance is to be placed with insurers with the A. M. Best's rating of no less than A -: VII or equivalent. Coverage shall be written on an occurrence basis without interruption from the date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment. The Owner, WRD and their respective officers, agents and employees shall be named as additional insured.

Contractor shall require each subcontractor to maintain policies of insurance covering the conditions mentioned above and having the Owner, WRD and their respective officers, agents, volunteers and employees as additional insurers. Copies of the subcontractor's certificates of insurance and policies shall be filed with the Owner.

#### 8.2 Indemnification

Contractor shall indemnify and hold harmless and defend Owner, WRD and their respective directors, officers, employees, agents or volunteers, and each of them as provided in Section 6 of the Agreement, which is fully incorporated herein by this reference.

#### 8.3 Payment Bond

Before entering upon the performance of the Work, Contractor shall pay for, and file a payment bond with, and approved by the Owner. The payment bond shall be in the sum of 100% of the total amount payable to the Contractor.

The Payment Bond shall be in substantially the form of the payment bond attached hereto. A representative of the surety who has no financial interest in the Contractor shall execute the bond. The payment bond shall be separate and distinct from any other bond required by this Contract. The bond shall be equivalent quality to a Standard & Poor's rating of A or higher.

#### 8.4 Performance Bond

Contractor shall pay for, execute and deliver to Owner, for its approval and acceptance, a performance bond in the amount of 100% of the contract price. The bond shall be payable by surety or sureties to Owner if Contractor fails to fully perform his obligations hereunder.

The bond shall be in substantially the form of the performance bond attached hereto. A representative of the surety who has no financial interest in the Contractor shall execute the bond. The performance bond shall be separate and distinct from any other bond required by this contract. The bond shall be equivalent quality to a Standard & Poor's rating of A or higher.

#### 8.5 Maintenance and Guarantee Bond

After acceptance of work by the Owner and prior to final payment, Contractor shall pay for, execute and deliver to Owner, for its approval and acceptance, a maintenance and guarantee bond in the amount of ten percent (10%) of the contract price or One Thousand Dollars (\$1,000), whichever is greater. The bond shall remain in force for the duration of the guarantee, and shall be in a form of

the attached maintenance and guarantee bond. Instead of providing such a Bond as described above, the Contractor may, at its option, provide for the Performance Bond furnished under the Contract to remain in force for said amount until expiration of the guarantee.

## 9.0 PERFORMANCE

### 9.1 Time for Completion

All Work shall be completed within **TWO HUNDRED FIFTY (250) WORKING DAYS** from the date of issuance of the Notice to Proceed. If the Work is not completed in accordance with the foregoing, the Owner may recover liquidated damages in accordance with Section 6.9 of these General Conditions.

### 9.2 Acts of God

Contractor shall not be responsible for the cost of repairing or restoring damage to the work exceeding 5% of the contract price and determined to have been proximately caused by earthquakes in excess of the magnitude of 3.5 on the Richter Scale and tidal waves if damaged work is built in accordance with accepted and applicable building standards and the plans and specifications of the Owner.

### 9.3 Extra Work

Upon proper action by its management or governing body, as applicable, the Owner may require changes in, additions to, or deductions from the Work to be performed or to the materials to be furnished pursuant to the agreement. No extra work shall be performed or change made except pursuant to a written order from the Owner stating the extra work or change is authorized and setting forth the basis upon which payment is to be made. No claim for additional compensation shall be valid unless pursuant to such a Change Order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the Work so changed. When required by the Owner, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change.

Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:

- By an acceptable lump sum proposal from the Contractor.
- By unit prices contained in the Contractor's original bid and incorporated in the Contract Documents or fixed by subsequent agreement between the Owner and the Contractor.
- By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workmen shall include hours worked, rates of pay, names and classification; and for equipment shall include size, type, identification number and hours of operation. All records and reports shall be made immediately available to the engineer upon his request.

When the Owner orders extra work to be performed and there is an agreement between the Owner and the Contractor to perform the extra work, the Owner reserves the right to approve the method used by the Contractor to accomplish that extra work. At the request of the Owner, the method to be used shall be defined in the agreement prior to any work being performed by the Contractor.

The Owner's Representative will settle the dispute over whether a substantial change in the character of the work is occurring or has occurred. The Owner's Representative's decision will be final and conclusive unless it is found to be fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. The Owner's Representative shall advise the Contractor in advance of the factual material on which the Owner's Representative intends to rely and give the Contractor a reasonable opportunity to refute or supplement any of such factual material.

#### 9.4 Materials

Unless otherwise specified, shown, or permitted by the Owner, all materials and equipment incorporated in the Work shall be new and of current manufacture. The Owner may request the Contractor to furnish manufacturer's certificates to this effect.

All materials furnished and all work performed hereunder shall be subject to inspection and testing by Owner's authorized agents at Owner's expense. If such inspection and testing reveals non-compliance with the requirements of this contract, the Contractor shall bear the cost of necessary corrective measures as well as the cost of subsequent inspecting and testing.

The inspection of the Work shall not relieve the Contractor of any of its obligations under the Contract.

#### 9.5 Cleanup and Dust Control

During construction, the Contractor shall keep the site free and clean from all rubbish, debris, and shall clean up the site promptly when notified to do so by the Owner's Representative.

The Contractor shall coordinate its operations in such a manner as to prevent the amount of cleanup and completion of back work from becoming excessive. Should said condition arise, the Owner's Representative may halt all operations and order all or portions of back work to be completed before continuing.

The Contractor shall leave all work sites in a neat, presentable appearance at the end of each workday.

Upon completion of the work, Contractor shall remove all debris and surplus materials from the work sites.

#### 9.6 Permits and Licenses

Contractor shall apply for and pay all permit fees for, prepare the required traffic control plans, if any, and procure all permits, insurance, and licenses necessary for the work, including but not limited to an **encroachment permit from the City of Pico Rivera** for all work within public right-of-way.



**CONTRACTOR SHALL COMPLY WITH ALL PERMIT, INSURANCE AND SAFETY REQUIREMENTS.**

Contractor shall give all notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of all permits and licenses. Contractor shall maintain in active status its Contractor's License and Public Works Contractor Registration at all times while performing the Work and during any guarantee period.

Contractor shall be responsible for all charges and fees in connection with all permits and licenses and shall comply with all permit requirements.

**9.7 Supervision by the Contractor**

Before starting the Work, the Contractor shall designate, in writing, a representative who shall have complete authority to act for the Contractor. An alternate representative may be designated. The representative or alternate shall be present at any work site whenever the Work is in progress. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture shall designate only one representative and alternate. In the absence of the Contractor or designated representative, necessary or desirable directions or instructions may be given by the Owner's Representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or the representative.

**9.8 Inspection**

The Owner's Representative shall at all times have access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the Work.

Whenever the Contractor varies the period during which the Work is carried on each day, it shall give due notice to the Owner's Representative so proper inspection may be provided. Any Work done in the absence of the Owner's Representative will be subject to rejection.

No materials shall be applied until approved by the Owner's Representative. All areas which are to be painted shall be inspected and approved by the Owner's Representative prior to painting and the Contractor shall give due notice in advance of painting to the Owner's Representative so that proper inspection may be provided.

The inspection of the Work shall not relieve the Contractor of any of its obligations to fulfill the Contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Owner's Representative and accepted.

**9.9 Removal of Defective and Unauthorized Work**

All Work which has been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation, will be allowed for such removal or replacement. Any

Work done beyond that which has been authorized or established by the Owner's Representative will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense.

Upon failure on the part of the Contractor to comply promptly with any order of the Owner's Representative under this section, the Owner's Representative shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs from any monies due or to become due the Contractor.

#### 9.10 Errors or Discrepancies Noted by Contractor

If the Contractor, either before commencing Work or in the course of the Work finds any discrepancy in the Specifications or in the physical conditions at the site of the Work, Contractor shall promptly notify the Owner in writing of such discrepancy, error or omission. If the Contractor observes the Specifications are at variance with any applicable law, ordinance, regulation, order or decree, Contractor shall promptly notify the Owner in writing of such conflict.

The Owner, on receipt of any such notice, shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor, either directly or indirectly after Contractor's discovery of such error, discrepancy or conflict, will be at Contractor's own risk and Contractor shall bear all costs arising therefrom.

#### 9.11 Equipment

The Contractor must furnish adequate equipment and facilities to perform properly the Work in a workmanlike manner in accordance with the Specifications. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the work and shall meet all requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used, and in no case shall the maker's rating of capacity for any equipment be exceeded.

#### 9.12 Storage of Materials and Equipment

All materials and equipment supplied for use in the Work shall be stored by the Contractor in such a manner as to prevent damage from exposure to the elements, admixture of foreign materials or from any other cause. The Contractor shall be entirely responsible for damage to or loss of materials and equipment by weather, vandalism, theft or other causes.

#### 9.13 Water Pollution Control – Best management practices (BMPs)

Best Management Practices shall be defined as any program, technology, process, citing criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

Los Angeles County  
Department of Public Works  
Cashier's Office  
900 S. Fremont Avenue

Alhambra, CA 91803  
Telephone: (626) 458-6959

BMPs for Contractor's activities shall be continuously implemented through the year. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any contractor activity or construction operation which may produce run-off, and whenever run-off from other sources may occur.

The Owner is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The Owner will assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the Owner will deduct from the final payment due the Contractor, the total amount of any fines levied on the Owner, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Full compensation for the preparation and processing of a Storm Water Pollution Prevention Plan (SWPPP) if required by the Engineer or the City of Pico Rivera encroachment permit, and implementation of BMPs, including the construction, removal and the furnishing of all necessary labor, equipment, and materials, shall be considered included in the contract unit prices bid for the various items of work involved, and shall also include BMP monitoring, and constructing the temporary drainage inlet protection, complete in place, including maintenance, periodic removal of materials, cleanup and disposal of retained sediment and debris, and all incidentals as necessary or as directed by the Engineer.

#### 9.14 Record ("As Built") Drawings

Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade including, but not limited to, water, sewer, electrical, data, telephone, cable, fire alarm, gas, and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the Work.

Contractor shall note related Change Order numbers, where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets, and shall print suitable title, dates, and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the Engineer.

## 10.0 MISCELLANEOUS

### 10.1 Guarantees

Contractor guarantees all work from any defect in workmanship for the period of one year after Owner's filing of a Notice of Completion of the Work and shall repair and replace any and all such work, together with any other work displaced in so doing, without expense whatsoever to the Owner, ordinary wear and tear, unusual abuse or neglect excepted. Owner may have the defects repaired and made good at the expense of the Contractor, if Contractor fails to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing.

After acceptance of work by the Owner and prior to final payment, Contractor shall execute and deliver to Owner for its approval and acceptance, a maintenance and guarantee bond in the amount of ten percent (10%) of the contract price or One Thousand Dollars (\$1,000), whichever is greater. The bond shall remain in force for the duration of the guarantee. Instead of providing such a separate bond as described above, the Contractor may, at its option, provide for the Performance Bond furnished under the Contract to remain in force for said amount until expiration of the guarantee.

### 10.2 Risk of Loss Prior to Final Acceptance

Except as set forth above relating to acts of God, all risk of loss resulting from total or partial destruction of the Work, or any part thereof, or any damage thereto, prior to final acceptance of the Work, shall be borne by Contractor regardless of the cause. Contractor shall repair or replace such damages or destroyed Work, to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of the Work in accordance with this contract.

### 10.3 Resolution of Certain Claims

Notwithstanding the foregoing, any demand of \$375,000, or less, by the Contractor for a time extension; payment of money or damages arising from the Work done by or on behalf of the Contractor pursuant to this Contract; or payment of an amount which is disputed by the Owner shall be processed in accordance with the provisions of Public Contracts Code Sections 20104 et seq. relating to informal conferences, non-binding judicially supervised mediation and judicial arbitration.

A single written claim shall be filed under this section prior to the date of final payment for all demands, including demands not subject to Public Contracts Code Sections 20104 et seq. arising out of the Contract.

Within thirty (30) days of the receipt of the claim, the Owner may request additional documentation supporting the claim or relating to defenses or claims the Owner may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The Contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000 but is less than \$375,000.

Unless further documentation is requested, the Owner shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000 or within sixty (60) days if the amount of

the claim is more than \$50,000 but less than \$375,000. If further documentation is requested, the Owner shall respond within the same amount of time taken by the Contractor to respond or fifteen (15) days, whichever is greater, after receipt of further information if the claim is less than \$50,000. If the claim is more than \$50,000 but less than \$375,000 and further documentation is requested by the Owner, the Owner shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.

If the Contractor disputes the Owner's response, or the Owner fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the Owner within fifteen (15) days after the deadline of the Owner to respond or within fifteen (15) days of the Owner's response, whichever occurs first. The Owner shall schedule the meet and confer conference within thirty (30) days of the request.

If the meet and confer conference does not produce a satisfactory request, the Contractor may pursue remedies authorized by law.

--END OF SECTION--

# SECTION E - TECHNICAL SPECIFICATIONS



BID SCHEDULE								
PFAS TREATMENT SYSTEMS FOR WELLS 5A, 8, AND 11								
Item	Description	Qty	Unit	Unit Price	Amount			
A	Well 5A				Engineer's Estimate	RC Foster	Pacific Hydrotec	
1	Per Plans and Specifications, remove existing piping and appurtenances which interfere with the construction of the project.	1	LS	\$	\$ 8,000	\$ 9,000	\$ 8,400	
2	Per Plans and Specifications, relocate existing radar intrusion sensor per Owner's direction.	1	LS	\$	\$ 1,000	\$ 1,000	\$ 1,200	
3	Per Plans and Specifications, remove interfering portions of AC pavement and CMU wall; excavate site to the required depth for the construction of the reinforced concrete slabs; protect in place remaining perimeter walls/fencing.	1	LS	\$	\$ 20,000	\$ 34,000	\$ 17,700	
4	Per Plans and Specifications, construct reinforced concrete pads for the dual media pressure vessels and cartridge filters, including anchor bolts, utilizing templates provided by the dual media pressure vessel supplier and the cartridge filters' manufacturer.	1	LS	\$	\$ 84,000	\$ 104,000	\$ 184,400	
5	Per Plans and Specifications, construct below-ground conduits with pull ropes for differential pressure transmitters from the vessels and cartridge filter pads to the electrical building.	1	LS	\$	\$ 40,000	\$ 49,000	\$ 39,500	
6	Per Plans and Specifications, coordinate with the vessels' supplier the installation of the dual media pressure vessel system with two (2) lead-lag 12'-0" vessels and loading of the ion exchange resin.	1	LS	\$	\$ 8,000	\$ 3,000	\$ 32,200	
7	Per Plans and Specifications, install two (2) Owner-supplied Cartridge Filters including a differential pressure-indicating transmitter and appurtenances.	1	LS	\$	\$ 16,000	\$ 22,000	\$ 12,100	
8	Per Plans and Specifications construct discharge to waste structure piping and appurtenances, including tie-in to existing drain line.	1	LS	\$	\$ 15,000	\$ 11,000	\$ 22,900	
9	Per Plans and Specifications construct all piping, supports, fittings, valves and appurtenances between the pump discharge and the discharge to waste structure; between the pump discharge and the cartridge filters; and, between the discharge to waste structure and the vessels' media rinse outlets.	1	LS	\$	\$ 50,000	\$ 89,000	\$ 43,800	
10	Per Plans and Specifications construct all above and below-ground piping, supports, fittings and valves between the cartridge filters and the dual media pressure vessels' influent flanges; and between the dual media pressure vessels' effluent flanges and the existing well discharge line.	1	LS	\$	\$ 170,000	\$ 168,000	\$ 278,300	
11	Per Plans and Specifications, construct new reinforced CMU wall and barbed wire fencing; join existing CMU wall.	1	LS	\$	\$ 35,000	\$ 57,000	\$ 75,700	
12	Per Plans and Specifications, construct AC paving Compact 12 inches of subgrade to 95% of maximum density	1	LS	\$	\$ 30,000	\$ 38,000	\$ 21,500	
13	Per Plans and Specifications, construct all electrical and communications conduits and wires.	1	LS	\$	\$ 45,000	\$ 54,000	\$ 42,800	
14	Per Plans and Specifications, provide and install a chemical storage shed, and chemical storage and injection system, including relocated piping and conduits, and a new eyewash station.	1	LS	\$	\$ 94,000	\$ 102,000	\$ 78,500	
15	Per Plans and Specifications, provide and install a chlorine analyzer and associated piping and appurtenances	1	LS	\$	\$ 25,000	\$ 32,000	\$ 29,700	
16	Per Plans and Specifications, construct modifications to existing chemical injection point (convert to backup) and construct new chemical injection point (primary).	1	LS	\$	\$ 6,000	\$ 22,000	\$ 6,300	
17	Per Plans and Specifications, conduct disinfection, testing, and commissioning of the system.	1	LS	\$	\$ 6,000	\$ 3,000	\$ 6,100	
18	Per Specifications, provide equipment manuals and conduct training for Owner's personnel.	1	LS	\$	\$ 3,000	\$ 1,000	\$ 500	
19	Per Plans and Specifications, construct LED light pole				\$ 8,000	\$ 6,000	\$ 7,300	
20	Per Plans and Specifications, construct raw water supply (primary)				\$ 4,000	\$ 6,000	\$ 2,400	
21	Per Plans and Specifications, construct raw water supply (secondary)				\$ 6,000	\$ 10,000	\$ 2,400	
	<b>Subtotal A - PFAS Treatment System for Well 5A</b>				\$ 674,000	\$ 821,000	\$ 913,700	



BID SCHEDULE								
PFAS TREATMENT SYSTEMS FOR WELLS 5A, 8, AND 11								
Item	Description	Qty	Unit	Unit Price	Amount			
B	Well 8				Engineer's Estimate	RC Foster	Pacific Hydrotec	
1	Per Plans and Specifications, remove existing piping and appurtenances which interfere with the construction of the project.	1	LS	\$	\$ 8,000	\$ 17,000	\$ 8,400	
2	Per Plans and Specifications, remove interfering portions of AC pavement and chain link fence; excavate site to the required depth for the construction of the reinforced concrete slabs.	1	LS	\$	\$ 12,000	\$ 20,000	\$ 6,900	
3	Per Plans and Specifications, replace existing 8" asbestos cement pipe with new concrete encased 8" Ductile Iron pipe below ground and connect to the existing 8" ACP waterline and 12" well discharge line.	1	LS	\$	\$ 15,000	\$ 17,000	\$ 19,000	
4	Per Plans and Specifications, remove abandoned overhead telephone communication line from pole to building roof mast and remove mast from building.	1	LS	\$	\$ 2,000	\$ 2,000	\$ 1,800	
5	Per Plans and Specifications, construct below-ground conduits with pull ropes for differential pressure transmitters from the vessels and cartridge filters pads to the site's electrical controls.	1	LS	\$	\$ 15,000	\$ 18,000	\$ 15,300	
6	Per Plans and Specifications, construct reinforced concrete pads for the dual media pressure vessels and cartridge filters, including anchor bolts, utilizing templates provided by the dual media pressure vessel and cartridge filter suppliers.	1	LS	\$	\$ 58,000	\$ 87,000	\$ 142,400	
7	Per Plans and Specifications, coordinate with the vessels' supplier the installation of the dual media pressure vessel system with two (2) lead-lag 10'-0" vessels and loading of the ion exchange resin.	1	LS	\$	\$ 8,000	\$ 3,000	\$ 32,200	
8	Per Plans and Specifications, install two (2) Owner-supplied Cartridge Filters including differential pressure-indicating transmitters and appurtenances.	1	LS	\$	\$ 16,000	\$ 22,000	\$ 12,100	
9	Per Plans and Specifications construct pump to waste structure, piping and appurtenances, including tie-in to drain lines.	1	LS	\$	\$ 18,000	\$ 9,000	\$ 18,400	
10	Per Plans and Specifications, remove and re-rout the existing irrigation line and service saddle riser.	1	LS	\$	\$ 2,000	\$ 2,000	\$ 5,800	
11	Per Plans and Specifications construct all piping, supports, fittings, valves and appurtenances between the pump discharge and the discharge to waste structure; between the pump discharge and the cartridge filters; and, between the waste to discharge structure and the vessels' media rinse outlets.	1	LS	\$	\$ 60,000	\$ 128,000	\$ 122,200	
12	Per Plans and Specifications construct all above and below-ground piping, supports, fittings and valves between the cartridge filters and the dual media pressure vessels' influent flanges; and between the dual media pressure vessel s' effluent flanges and the existing well discharge line.	1	LS	\$	\$ 130,000	\$ 101,000	\$ 184,400	
13	Per Plans and Specifications, construct AC paving. Compact 12 inches of subgrade to 95% of maximum density	1	LS	\$	\$ 24,000	\$ 22,000	\$ 14,600	
14	Per Plans and Specification, construct chain link fence.	1	LS	\$	\$ 3,000	\$ 3,000	\$ 13,900	
15	Per Plans and Specifications, construct all electrical and communications conduits and wires.	1	LS	\$	\$ 24,000	\$ 22,000	\$ 26,700	
16	Per Plans and Specifications, construct modifications to existing chemical injection point (convert to backup) and construct new chemical injection point (primary)	1	LS	\$	\$ 5,000	\$ 21,000	\$ 5,100	
17	Per Plans and Specifications, conduct disinfection, testing, and commissioning of the system.	1	LS	\$	\$ 5,000	\$ 3,000	\$ 6,100	
18	Per Specifications, provide equipment manuals and conduct training for Owner's personnel.	1	LS	\$	\$ 2,000	\$ 1,000	\$ 500	
	Per Plans and Specifications, construct LED light pole				\$ 8,000	\$ 6,000	\$ 7,300	
	Per Plans and Specifications, construct 1" water service for well pre-lube system and Cla-Val water supply				\$ 5,000	\$ 5,000	\$ 2,300	
	Per Plans and Specifications, construct 1.5" water supply to chemical storage room for future extension				\$ 5,000	\$ 5,000	\$ 4,100	
	<b>Subtotal A -PFAS Treatment System for Well 8</b>				\$ 425,000	\$ 514,000	\$ 649,500	

BID SCHEDULE								
PFAS TREATMENT SYSTEMS FOR WELLS 5A, 8, AND 11								
Item	Description	Qty	Unit	Unit Price	Amount			
C	Well 11				Engineer's Estimate	RC Foster	Pacific Hydrotec	
1	Per Plans and Specifications, remove existing piping and appurtenances which interfere with the construction of the project.	1	LS	\$	\$ 4,000	\$ -	\$ 4,500	
2	Per Plans and Specifications, remove existing overhead power line to liquor store in coordination with SCE.	1	LS	\$	\$ 2,000	\$ 3,000	\$ 3,000	
3	Per Plans and Specifications, remove interfering portions of gravel surface and excavate site to the required depth for the construction of the reinforced concrete slabs, including the protection in place of existing perimeter walls/fencing.	1	LS	\$	\$ 20,000	\$ 37,000	\$ 11,100	
4	Per Plans and Specifications, construct below-ground conduits with pull ropes for differential pressure transmitters from the vessels and cartridge filters pads to the site's electrical controls.	1	LS	\$	\$ 40,000	\$ 49,000	\$ 41,900	
5	Per Plans and Specifications, construct reinforced concrete pads for the dual media pressure vessels and cartridge filters, including anchor bolts, utilizing templates provided by the dual media pressure vessel supplier and the cartridge filter manufacturer.	1	LS	\$	\$ 160,000	\$ 185,000	\$ 240,100	
6	Per Plans and Specifications, coordinate with the vessels' supplier the installation of the dual media pressure vessel system with four (4) 12'-0" lead-lag vessels and loading of the ion exchange resin.	1	LS	\$	\$ 6,000	\$ 3,000	\$ 55,800	
7	Per Plans and Specifications, install the three (3) Owner-supplied Cartridge Filters including differential pressure Indicating transmitters and appurtenances.	1	LS	\$	\$ 24,000	\$ 32,000	\$ 13,900	
8	Per Plans and Specifications construct pump to waste structure and appurtenances.	1	LS	\$	\$ 15,000	\$ 28,000	\$ 17,500	
9	Per Plans and Specifications construct all piping, supports, fittings, valves and appurtenances between the pump discharge and the pump to waste structure; between the pump discharge and the cartridge filters; and, between the waste to discharge structure and the vessels' media rinse outlets.	1	LS	\$	\$ 80,000	\$ 184,000	\$ 74,600	
10	Per Plans and Specifications construct all above and below-ground piping, supports, fittings and valves between the cartridge filters and the dual media pressure vessels' influent flanges; and between the dual media pressure vessels' effluent flanges and the existing well discharge line.	1	LS	\$	\$ 285,000	\$ 272,000	\$ 401,400	
11	Per Plans and Specifications, replace gravel with AC pavement Compact 12 inches of subgrade to 95% of maximum density				\$ 40,000	\$ 32,000	\$ 33,600	
12	Per Plans and Specifications, construct all electrical and communications conduits and wires.	1	LS	\$	\$ 35,000	\$ 31,000	\$ 35,100	
13	Per Plans and Specifications, construct modifications to existing chemical injection point (convert to backup) and construct new chemical injection point (primary)	1	LS	\$	\$ 12,000	\$ 23,000	\$ 5,200	
14	Per Plans and Specifications, conduct disinfection, testing, and commissioning of the system.	1	LS	\$	\$ 8,000	\$ 3,000	\$ 12,300	
15	Per Specifications, provide equipment manuals and conduct training for Owner's personnel.	1	LS	\$	\$ 3,000	\$ 1,000	\$ 500	
	Per Plans and Specifications, construct 1" water supply to well building for well pre-lube system	1	LS	\$	\$ 5,000	\$ 4,000	\$ 4,400	
	Per Plans and Specifications, construct 1.5" raw water supply (primary) to existing raw water supply	1	LS	\$	\$ 6,000	\$ 7,000	\$ 6,500	
	Per Plans and Specifications, construct raw water supply modifications	1	LS	\$	\$ 6,000	\$ 6,000	\$ 6,000	
	<b>Subtotal A –PFAS Treatment System for Well 11</b>				\$ 751,000	\$ 900,000	\$ 967,400	
	<b>TOTAL for PFAS Treatment System for Wells 5A, 8 and 11</b>				\$ 1,850,000	\$ 2,235,000	\$ 2,530,600	