

CENTRAL COAST WATER AUTHORITY



**Bid Documents
For
Furnishing and Delivery of
Bulk Water Treatment Chemicals**

March 2020

**CONTRACT DOCUMENTS
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NOTICE INVITING BIDS

Sealed bids for the furnishing and delivery of one or more bulk chemicals listed on the Bid Sheet Schedule and described in the Technical Specifications will be received at the office of the Central Coast Water Authority, 255 Industrial Way, Buellton, CA 93427 until **3:00 p.m. on Tuesday, March 31st**, 2020 at which time they will be opened and read in the Board Room.

Proposals will be considered for the complete bid for each bulk chemical. The entire proposal must be submitted on the forms provided and must be accompanied by a certified check, cashier's check, cash, or bid bond as a guarantee that the bidder will, if successful, promptly execute a satisfactory contract and furnish insurance and performance guarantees as required by the specifications. The certified or cashier's check, cash, or bid bond shall not be less than ten (10) percent of the total amount of the bid and shall be payable to the Central Coast Water Authority.

Proposals must be submitted in a sealed envelope addressed to the "**ATTENTION of DARIN DARGATZ**" with the words "**PROPOSAL FOR FURNISHING AND DELIVERY OF BULK WATER TREATMENT CHEMICALS**" followed by the **CHEMICAL NAME** clearly marked on the outside of the envelope. Bidders may submit bids for more than one bulk chemical but each bulk chemical must be bid separately and in a separate envelope.

All communications regarding this bid should be directed in writing to:

Darin Dargatz
Water Treatment Plant Supervisor
Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427
Telephone: (805) 975-0113
Fax: (805) 686-4700
dod@ccwa.com

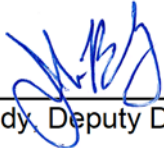
Questions regarding this bid will accepted up to 3:00 p.m. on Tuesday March 24th, 2020.

WITHDRAWAL OF BIDS: The Bidder may withdraw its Bid at any time prior to the date and hour set for opening of proposals upon presentation of a written request to Darin Dargatz, Water Treatment Plant Supervisor, Central Coast Water Authority, 255 Industrial Way, Buellton, CA 93427, signed by an authorized representative of the Bidder or by the person filing the Bid.

BIDS TO REMAIN OPEN: The Bidder shall guarantee the Total Bid Price for a period of sixty (60) calendar days from the date of bid opening.

The Authority reserves the right to reject any and all bids and to waive any irregularities in the said bid.

CENTRAL COAST WATER AUTHORITY (CCWA)

By:  _____ Date: 3-17-20
John L. Brady, Deputy Director

INSTRUCTIONS TO BIDDERS

The bidder's attention is called to the forms and documents listed below which must be executed in full. Bidder's signature indicates that information provided by the Bidder is accurate and complete.

THE FOLLOWING ITEMS ARE TO BE EXECUTED AND SUBMITTED WITH THE BID (FAILURE TO DO SO MAY CAUSE THE BID TO BE REJECTED AS NONRESPONSIVE)

1. Bid form and Certificate
2. Bid Sheet Schedule
3. List of Subcontractors
4. Noncollusion Affidavit
5. Bid Guarantee- A bid guarantee in the amount of ten (10) percent of the bid amount must accompany the bid. All bid guarantees will be retained until a contract is executed for the work. The bid guarantee must be in the form of one of the following:
 - Cash
 - Cashier's check made payable to Central Coast Water Authority
 - Certified check made payable to Central Coast Water Authority
 - Bid bond (form attached), executed by an admitted surety insurer authorized by the California State Department of Insurance to transact business in California, made payable to Central Coast Water Authority

Bids may be withdrawn by the Bidder prior to the time fixed for the opening of bids. No bid may be withdrawn after the hour fixed for opening bids without rendering the accompanying cash, cashier's check, certified check or bid bond subject to retention as liquidated damages in like manner to the case of failure to execute the contract after award, as provided in the contract documents herein. Negligence on the part of the Bidder preparing his proposal shall not constitute a right to withdraw the bid subsequent to the opening of bids.

THE FOLLOWING ITEMS ARE TO BE EXECUTED BY THE SUCCESSFUL BIDDER ONLY (BEFORE THE START OF WORK)

Within five (5) working days after the date of the Notice of Award, the CONTRACTOR shall complete and submit the following documents and requirements:

1. Performance Bond or Letter of Credit
2. Insurance Endorsements, Certificates and Policies
3. Worker's Compensation Certificate
4. Agreement and Certificate
5. Prevailing Wage Rates Affidavit

After CCWA receives and determines that all of the submitted documents are acceptable, CCWA will provide the CONTRACTOR with a Notice to Proceed.

BID FORM

BID TO: Central Coast Water Authority

- 1. If this bid is accepted by CCWA, the undersigned Bidder proposes and agrees to enter into an Agreement with CCWA to perform the WORK as specified or indicated in the Bid Sheet Schedule, General Provisions, and Technical Specifications included herein.

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders", and will furnish the insurance certificates and Performance Bond or Letter of Credit required by the Contract Documents.

- 2. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

Number _____ Date _____

Failure to acknowledge addenda shall render the bid non-responsive and shall be cause for its rejection.

- 3. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
- 4. Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in the Contract Documents, and to accept in full payment the Contract Price based on the Total Bid Price(s) named in the above described Bid Forms.

The undersigned represents and warrants to CCWA that it is authorized to execute this Bid and obligate the Bidder to this Bid, that such authority was duly passed and adopted by such entity which is the official act and deed of the entity, and that the undersigned shall indemnify and defend CCWA if the undersigned is not authorized to act on behalf of the entity as indicated above.

Date: _____

Bidder: _____

By: _____

Title: _____

(Signature)

**BID CERTIFICATE
(if Corporation)**

STATE OF)
) ss:
COUNTY OF)

I HEREBY CERTIFY that at a meeting of the Board of Directors of the _____

a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as President of the Corporation, be and is hereby authorized to execute the Bid dated _____, 20___, to the Central Coast Water Authority and this corporation and that his execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20_____.

Secretary

(SEAL)

**BID CERTIFICATE
(if Joint Venture)**

STATE OF _____)
COUNTY OF _____) ss:

I HEREBY CERTIFY that at a meeting of the Principals of the _____

a joint venture existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Joint Venture, be and is hereby authorized to execute the Bid dated _____, 20_____, to the Central Coast Water Authority and this joint venture and that his execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture." I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____

Managing Partner

(SEAL)

BID SHEET SCHEDULE

All bidders shall complete the attached Bid Sheet Schedule and include it with their bid.

Fill in the unit price per ton and the total price for each chemical you are bidding. Place NA in the spaces for the chemicals you are not bidding.

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
Aluminum Sulfate, per Technical Specification on page 35.	Dry Ton	_____	_____	_____
Liquid Chlorine, per Technical Specifications on page 37.	Ton	_____	_____	_____
Sodium Hydroxide (50%), per Technical Specifications on page 39.	Dry Ton	_____	_____	_____
Bisulfite Solution (25%), per Technical Specifications on page 41.	Dry Ton	_____	_____	_____
Sodium Hypochlorite (12.5%), per Technical Specifications on page 43.	Gallon	_____	_____	_____

NOTE: Sales tax does not apply to the purchase of these chemicals.

Signature

Company

Address

City/State/Zip Code

Phone Number

Date

LIST OF SUBCONTRACTORS

The Bidder shall list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in connection with the WORK. The Bidder shall also list below the portion of the WORK which will be done by each subcontractor under this Contract.

Subcontractor Task	Percent of Total Work to be Performed	Subcontractor's Name & Address
1. _____	_____	_____ _____ _____ _____
2. _____	_____	_____ _____ _____ _____
3. _____	_____	_____ _____ _____ _____
4. _____	_____	_____ _____ _____ _____
5. _____	_____	_____ _____ _____ _____

Note: Attach additional sheets if required.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

State of California)
) ss.
County of _____)

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

Dated: _____

Bidder: _____

By: _____
(Signature)

Title: _____

Subscribed and sworn to (or affirmed) before me this

_____ day of _____, 20 _____

proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public

(SEAL)

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Principal, and _____ as Surety, are held and firmly bound unto the Central Coast Water Authority hereinafter called "OWNER," in the sum of _____ dollars,
(not less than 10 percent of the total amount of the Bid)

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.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule of the OWNER's Contract Documents entitled _____

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond or Letter of Credit, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The Surety stipulates and agrees that the obligations of said Surety shall in no way be impaired or affected by an extension of the time within which the OWNER may accept such Bid, and Surety further waives notice of any such extension. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Principal and Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fees and costs to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20_____

(Principal) (SEAL) _____ (SEAL)
(Surety)

By: _____ By: _____
(Signature) (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

AGREEMENT

**CENTRAL COAST WATER AUTHORITY
FURNISHING AND DELIVERY OF BULK WATER TREATMENT CHEMICALS**

THIS AGREEMENT is dated as of the _____ in the year 2020 by and between the Central Coast Water Authority (OWNER) and _____ (CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete in a workmanlike manner, all WORK specified or indicated under the Contract Documents entitled "Furnishing and Delivery of Bulk Water Treatment Chemicals" and in accordance with the Contract Documents, and furnish at CONTRACTOR'S own expense, all labor, materials, equipment, tools, transportation, and services necessary for completing the WORK, except for materials, equipment, and services to be furnished by OWNER and to do everything required by the Contract Documents for the sum of \$_____ pursuant to the Bid Forms.

The WORK is generally described as follows:

Furnish and deliver _____ per Contract Documents.

ARTICLE 2. CONTRACT TIMES.

The WORK shall be commenced within seven calendar days after the commencement date stated in the Notice to Proceed and shall be prosecuted diligently thereafter until completion and shall be completed within the time set forth in the Technical Specifications.

ARTICLE 3. (Not Used).

ARTICLE 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in current funds, the amount set forth in this Agreement.

ARTICLE 5. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement and the following attachments to this Agreement:

1. Notice Inviting Bids.
2. Instructions to Bidders.
3. Bid forms including the Bid Form, Bid Sheet Schedule, List of Subcontractors, Bid Bond, and all required certificates and affidavits.
4. Performance Bond or Letter of Credit.

5. Workers Compensation Certificate.
6. Insurance Endorsements and policies.
7. General Conditions.
8. Technical Specifications.
9. Addenda (if any).
10. Change Orders which may be delivered or issued after the Effective Date of the Agreement.

There are no Contract Documents other than those listed in this Article 5.

ARTICLE 6. ASSIGNMENT

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

OWNER and CONTRACTOR each binds itself, its successors, assigns and legal representatives to the other party, its successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

OWNER Central Coast Water Authority

CONTRACTOR _____

By _____

By _____

CORPORATE SEAL

Attest _____

Attest _____

Address for giving notices

Address for giving notices

255 Industrial Way, Buellton, CA 93427

Approval as to Form:

Agent for service of process: _____

(Signature)

(Title)

**AGREEMENT CERTIFICATE
(if Corporation)**

STATE OF)
)
COUNTY OF) SS:

I CERTIFY that at a meeting of the Board of Directors of _____,
a corporation existing under the laws of the State of _____, held on
, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as President
of the Corporation, be and is authorized to execute the Agreement dated
_____, 20____, between the Central Coast Water Authority and this
corporation and that his execution, attested by the Secretary of the Corporation, and with
the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the corporation
this _____, day of _____, 20_____.

Secretary

(SEAL)

**AGREEMENT CERTIFICATE
(if Partnership)**

STATE OF)
) SS:
COUNTY OF)

I CERTIFY that at a meeting of the Board of Directors of _____,
a partnership existing under the laws of the State of _____, held on
_____, 20____, the following resolution was duly passed and
adopted:

"RESOLVED, that _____, as
_____ of the Partnership of
the Corporation, be and is authorized to execute the Agreement dated
_____, 20___, between the Central Coast Water Authority and this
partnership and that his execution, attested by the _____,
shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand this _____, day of _____,
20_____.

(Signature)

(Title)

(SEAL)

**AGREEMENT CERTIFICATE
(if Joint Venture)**

STATE OF)
)
COUNTY OF) SS:

I CERTIFY that at a meeting of the Principals of _____,
a partnership existing under the laws of the State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as
_____ of the Joint Venture,
of the Corporation, be and is authorized to execute the Agreement dated
_____, 20____, between the Central Coast Water Authority and this joint
venture and that his execution of the Agreement, attested by the
_____ shall be the official act
and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand this _____, day of _____,
20_____.

(Signature)

(Title)

(SEAL)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as CONTRACTOR, and _____ as Surety, a surety corporation, organized and existing under and by virtue of laws of the State of _____ and duly authorized to transact business within the State of California are held and firmly bound unto the Central Coast Water Authority hereinafter called "OWNER," in the 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.

WHEREAS, OWNER has awarded to CONTRACTOR a contract (Contract) the terms and provisions of which Contract are incorporated by reference and made part of this bond, for constructing the WORK as specified or indicated in the Contract Documents entitled _____

WHEREAS, CONTRACTOR has entered, or is about to enter, into the Contract with OWNER and is required to furnish a bond for the faithful performance of the Contract.

NOW THEREFORE, the condition of this obligation is such that if CONTRACTOR, his or its heirs, executors, administrators, successors, or assigns, shall abide by, keep, and perform all the covenants, conditions, requirements, obligations, and provisions of the Contract, any alterations made to the Contract, or any regulations pertaining to the Contract, to be performed on its or his part, at the times and in the manner specified therein, and shall indemnify, defend and hold harmless OWNER, its officers, agents, and employees as provided in the Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the WORK shall in any way release Surety or affect its obligations on this bond and Surety further waives notice of any such change, extension of time, alteration, or addition to the Contract as required by California Civil Code Section 2819, or otherwise.

As part of the obligations secured by this bond, in addition to the above face amount, there shall be included all costs and expenses incurred by OWNER, including actual attorneys' fees and costs, in successively enforcing such obligations, all to be taxed as costs and included in any judgment.

Whenever CONTRACTOR shall be, and is declared by OWNER in default under the Contract, Surety, upon written notification from OWNER, shall promptly remedy the default or promptly pay the amount of this bond to OWNER.

SIGNED AND SEALED, this _____ day of _____, 20_____

(SEAL)

(SEAL)

(CONTRACTOR)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

(Type Name and Title)

(Type Name and Title)

(Address)

(Address)

(City/State/Zip Code/Telephone)

(City/State/Zip Code/Telephone)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

[FINANCIAL INSTITUTION LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT, No. _____

_____, 20__

John L. Brady, Deputy Director
Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427

Re: Irrevocable Letter of Credit re Bulk Chemical Agreement

Dear Mr. Brady:

[Name of Financial Institution] establishes our Irrevocable Letter of Credit No. _____ (Letter of Credit) in favor of the Central Coast Water Authority ("CCWA") for up to the aggregate amount of _____ U.S. Dollars (\$_____) for the purpose of securing the performance of [Name of Contractor] for the fulfillment of its obligations to perform the work ("Work") as specified or indicated in the contract documents entitled _____ ("Contract Documents").

The above amount shall be available at all times to CCWA and shall not be withdrawn or disbursed for any purpose until drawn as provided in the Letter of Credit or released by CCWA. Partial drawings on this Letter of Credit are allowed. The amount of this Letter of Credit is available to CCWA by presentation of your draft drawn on [Name of financial Institution], at sight, and accompanied by the following:

1. Original Letter of Credit
2. A dated and signed statement by an authorized representative of CCWA certifying that [Name of Contractor] has failed to perform the Work in accordance with the Contract Documents and the amount of the drawing is due and payable.

The draft drawn on the funds described in the Letter of Credit must bear the clause "Drawn under the [Name of Financial Institution] Irrevocable Letter of Credit No. _____, dated _____, 20__." We hereby assure you that the draft or drafts so drawn shall be duly honored upon presentation if drawn and negotiated in compliance with the terms of this Letter of Credit.

This Letter of Credit shall remain in effect through [insert contract completion date] and, unless previously released, shall be automatically renewed for successive thirty (30) day periods unless [Name of Contractor] provides written notice to the contrary to [Name of Financial Institution] at [Financial Institution's address], with a copy to the CCWA at 255 Industrial Way, Buellton, CA 93427, at least forty-five (45) days prior to the then current expiration date of the Letter of Credit. The above written notice shall be delivered either in person or by mailing it by United States first-class mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the above entities at their respective addresses. In the

event [Name of Contractor] elects not to renew this Letter of Credit, CCWA shall be entitled to make a demand for and draw the aggregate amount of this Letter of Credit.

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500."

[Name of Financial Institution]

By: _____
[print name and title]

**COMMERCIAL GENERAL
LIABILITY ENDORSEMENT**

POLICY INFORMATION

1. Insurer: _____ ISO FORM CG 20 10 11 85:(MODIFIED)
2. Policy Number: _____ COMMERCIAL GENERAL LIABILITY
3. Effective Date: _____
4. Endorsement Number: _____

**THIS ENDORSEMENT CHANGES THE POLICY,
PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SCHEDULE: Name of Organization and mailing address

The Central Coast Water Authority, its directors, officers, employees, and authorized volunteers are to be given insured status as respects: liability arising out of activities performed by or on behalf of the Vendors; products and completed operations of the Vendor; premises owned, occupied or used by the Vendor.

WHO IS AN INSURED (Section II) is amended to include as an insured the persons or organizations shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85. This endorsement further modifies insurance provided by this policy as follows:

1. **Primary.** This insurance shall be primary as respects the Additional Insureds shown in the schedule above and any other insurance maintained by the Additional Insureds scheduled above shall be in excess of this insurance and shall not be called upon to contribute in the event of a loss.
2. **Notice.** The insurer shall give the Central Coast Water Authority at least thirty (30) calendar days' written notice of cancellation prior to cancellation or reduction of coverage or limits in the policy, except that if cancellation is for nonpayment of premiums, written notice shall be given to Central Coast Water Authority at least ten (10) calendar days prior to cancellation.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), represent and warrant that I have authority to bind the above listed insurance company and, by my signature below, bind this company.

Signature of Authorized Representative
(Original signature required on endorsement furnished to the Authority)

Organization: _____
Title: _____
Address: _____

WORKER'S COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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.

Contractor: _____

By: _____

Title: _____

PREVAILING WAGE RATE AFFIDAVIT

If the Contractor is required to pay prevailing wage rates, Contractor shall comply all of the following provisions pursuant to California Labor Code Section 1720 and following:

- A. Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rates of per diem wages are on file at the office of Central Coast Water Authority, which copies shall be made available to any interested party on request. The Contractor shall post a copy of the Director's determination of such prevailing wages at each job site.
- B. Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with that section.
- C. In accordance with Section 1775 of the California Labor Code, Contractor shall, as a penalty to Central Coast Water Authority, forfeit not more than \$50.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for any public work done under the Contract by him or her or by any subcontractor under him or her.
- D. Contractor shall comply with the provisions of Sections 1776 and 1777.5 of the California Labor Code relating to the keeping of accurate payroll records and the employment of apprentices on public works, respectively.
- E. As required by Section 1810 and following, of the California Labor Code, the Contractor shall, as a penalty to Central Coast Water Authority, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker works more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1 ½ times the basic rate of pay.
- F. The Contractor shall comply with all applicable provisions of Section 16100 of Title 8 of the California Code of Regulations, which require Contractor to keep accurate records of the work performed as provided in Labor Code Section 1812, to allow Central Coast Water Authority to inspect Contractor's payroll records pursuant to Labor Code Section 1776 and Section 16400(e) of Title 8 of the California Code of Regulations, and to comply with all other requirements imposed by law.

I have read this **Prevailing Wage Rate Affidavit** and agree to comply with all the provisions therein that apply to this contract.

Accepted: Central Coast Water Authority

Contractor

By _____
Title _____
Date _____

By _____
Title _____
Date _____

Other authorized representative(s):

Other authorized representative(s):

GENERAL CONDITIONS

ARTICLE 1 -- DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof. Where an entire word is in upper case in the definitions and is found in lower case in the Contract Documents it has the ordinary dictionary definition.

Agreement - The written contract between the OWNER and the CONTRACTOR covering the WORK to be performed; other documents are attached to the Agreement and made a part thereof as provided therein.

Bid - The offer or proposal of the Bidder setting forth the price or prices for the WORK.

Bonds - Bid, Performance and other instruments which protect against loss due to inability or refusal of the CONTRACTOR to perform its Contract.

Change Order - A document 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 Times, issued on or after the Effective Date of the Agreement.

Clarification - A document issued by the OWNER to the CONTRACTOR that interprets the requirement(s) and/or design intent of the Contract Documents, may not represent an addition, deletion, or revision in the WORK or an adjustment in the Contract Price or the Contract Times.

Contract Documents - The Notice Inviting Bids, Bid, Agreement, Performance Bond, General Conditions, Technical Specifications, Drawings, and all change orders executed pursuant to the provisions of the Contract Documents.

Contract Price - The total monies payable by the OWNER to the CONTRACTOR under the terms and conditions of the Contract Documents.

CONTRACTOR - The individual, partnership, corporation, joint venture, or other legal entity with whom the OWNER has executed the Agreement.

Day - A calendar day of 24 hours measured from midnight to the next midnight.

Defective Work – Work or materials that are unsatisfactory, faulty, or deficient; or that do not conform to the Contract Documents; or that do not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or work that has been damaged.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes, and/or orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Letter of Credit – An instrument which protects against loss due to inability or refusal of the CONTRACTOR to perform its Contract.

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 Times.

OWNER -The Central Coast Water Authority, located at 255 Industrial Way, Buellton, CA 93427.

Stop Notice - A legal remedy for subcontractors and suppliers who contribute to public works, but who are not paid for their work, which secures payment from funds possessed by the OWNER.

Subcontractor - An individual, partnership, corporation, joint-venture, or other legal entity having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK at the site.

Supplier - A manufacturer, fabricator, supplier, distributor, material man, or vendor.

WORK - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. WORK is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

ARTICLE 2 PRELIMINARY MATTERS

2.1. DELIVERY OF BONDS AND INSURANCE ENDORSEMENT CERTIFICATIES

- A. When the CONTRACTOR delivers the signed Agreement to the OWNER, the CONTRACTOR shall also deliver to the OWNER such Bonds, Letter of Credit, Insurance, Policies, Endorsements, and Certificates that the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

2.2. COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED

- A. The Contract Times will start to run on the commencement date stated in the Notice to Proceed.
- B. The CONTRACTOR shall begin to perform the WORK on the commencement date stated in the Notice to Proceed, but no work shall be done at the site prior to the commencement date.

2.3. INTENT AND USE OF CONTRACT DOCUMENTS

- A. The Contract Documents comprise the entire agreement between the OWNER and the CONTRACTOR concerning the WORK. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

- B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment, such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in Article 1 of the General Conditions.

ARTICLE 3 – BONDS AND INSURANCE

3.1. BONDS

- A. The CONTRACTOR shall furnish a satisfactory Performance Bond in the amount of 100 percent of the Contract Price as security for the faithful performance of all the CONTRACTOR's obligations under the Contract Documents. These bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- B. If the surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its rights to do business are terminated in any state where any part of the WORK is located, the CONTRACTOR shall within seven days thereafter substitute another Bond and Surety, which must be acceptable to the OWNER.
- C. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds for the limits so required.
- D. In lieu of the CONTRACTOR furnishing a satisfactory Performance Bond, the Contractor may furnish a Letter of Credit in the amount of 100 percent of the Contract Price as security for the faithful performance of all the CONTRACTOR's obligations under the Contract Documents. The Letter of Credit shall be in the form prescribed by the Contract Documents, issued by a financial institution acceptable to the OWNER and accompanied by a certified copy of the authority of person to execute the Letter of Credit on behalf of the financial institution.

3.2. INSURANCE

- A. The CONTRACTOR shall purchase and maintain the insurance required under this Article, for the duration of the contract and/or until the WORK has been accepted by the OWNER, including all times following completion when the CONTRACTOR may be correcting, removing, or replacing defective work. This Contract shall not be deemed limited in any way to the insurance coverage required by this Article.
- B. The CONTRACTOR shall purchase and maintain the following insurance as will protect the CONTRACTOR and the "additional insureds" specified in Paragraph 3.2.C from

claims which may arise out of or result from the CONTRACTOR's operations whether such operations be by the CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

- 1 Commercial General Liability Insurance written on an occurrence basis.

Comprehensive General Liability policies on an occurrence basis are acceptable if they contain a standard broad form extension endorsement including contractual liability insurance specifically applicable to this contract and shall be at least as broad as **Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence form CG 0001)**.

The policy purchased and maintained by the CONTRACTOR shall not contain any exclusions or restrictions with respect to claims arising out of explosion, collapse or underground damage hazards. Policy limit shall not be less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury and property damage.

- 2 Automobile Liability Insurance insuring all owned, non-owned and hired automobiles shall be at least as broad as **Insurance Services Office Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)**.

Policy limit shall not be less than Five Million Dollars (\$5,000,000) combined single limit per accident for bodily injury and property damage.

- 3 Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance with limits of no less than One Million Dollars (\$1,000,000) per accident.

C. The insurance policies required by this agreement shall contain or be endorsed to contain the following specific provisions:

- 1 The general liability policy is to contain or be endorsed to contain the following provisions:

- a The Central Coast Water Authority, its directors, officers, employees, and authorized volunteers are to be given insured status (via ISO endorsement CG 2026, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR's products and completed operations of the CONTRACTOR; and premises owned, occupied or used by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the Central Coast Water Authority, its directors, officers, employees, or authorized volunteers.

- b For any claims related to this project, the CONTRACTOR's insurance shall be primary insurance as respects the Central Coast Water Authority, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the Central Coast Water Authority, its directors, officers, employees, or authorized volunteers shall not contribute to it.

- c Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Central Coast Water Authority, its directors, officers, employees, or authorized volunteers.
 - d If the automobile liability policy contains exclusions for Wrong Delivery of Liquid Products, ISO Form CA 2305, or insurer's equivalent, the general liability policy shall contain an endorsement covering Misdelivery of Liquid Products (CG 2266).
- 2 The general liability and automobile policy are to contain, or be endorsed to contain the following provisions:
- a The OWNER and its directors, officers, employees, consultants or sub-consultants are added as "additional insureds."
 - b The CONTRACTOR's insurance shall be primary insurance as respects the "additional insureds" and any insurance or self insurance maintained by such "additional insureds" shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
 - c The policies shall contain a waiver of transfer rights of recovery (subrogation) against the "additional insureds" for any claims arising out of the work of any CONTRACTOR or subcontractor.
 - d The policies may provide coverage which contain deductible provisions. Such deductible amounts shall not be applicable with respect to the coverage provided to the "additional insureds" under such policies. The CONTRACTOR shall be solely responsible for deductible amounts and the OWNER, at its option, may require the CONTRACTOR to secure the payment of such deductibles by a surety bond or any irrevocable and unconditional letter of credit. The policies that contain deductibles in excess of \$10,000 per occurrence shall not be acceptable without the prior approval of the OWNER.
 - e Policies providing coverage which contain self-insured retentions shall not be acceptable except with the prior approval of the OWNER regardless of the amount of the self-insured retention.
 - f 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.
 - g Each insurance policy required by this agreement shall state or be endorsed to state that coverage shall not be canceled or otherwise terminated by the insurer or the CONTRACTOR except after thirty (30) days (10 days for non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Central Coast Water Authority.
 - h The CONTRACTOR shall furnish to the OWNER or the OWNER's representative certificates of insurance evidencing the insurance required by this agreement. Such certificates shall reference this specific contract by title, number and date and shall be furnished to the OWNER in acceptable form before the contract will be executed. Each certificate of insurance shall be accompanied by a copy of an

endorsement adding the required additional insureds to the coverages required by this Article which shall be in a form identical to the endorsement required by the Contract Documents.

- i Should the required coverage be furnished under more than one policy of insurance, the CONTRACTOR may submit as many certificates of insurance as needed to provide the required amounts. In the event that the certificate(s) furnished by the CONTRACTOR do(es) not adequately verify the required coverage, the OWNER reserves the right to require the CONTRACTOR to provide copies of the specific endorsements or policy provisions actually providing the required coverage. The OWNER also reserves the right to require complete certified copies of all required insurance policies, including endorsements, affecting the coverage required by these provisions at any time.
- 3 The automobile liability policy is to contain, or be endorsed to contain, the following provisions:
- a Pollution Liability – Broadened Coverage for Covered Autos using ISO Form CA 9948, or insurer’s equivalent.
 - b Endorsement for Motor Carrier Policies of Insurance for Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980 – Form MCS 90.
- D. All insurance required by this agreement shall be placed with insurers authorized by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A-VII unless prior approval is secured from the OWNER as to the use of such insurer.
- E. The CONTRACTOR shall require all subcontractors to purchase and maintain the types of insurance as are required herein and in limits and amounts sufficient to protect the CONTRACTOR and additional insureds from claims arising out of the work of the subcontractor or by anyone directly or indirectly employed by them or by anyone for whose acts the subcontractor may be liable. The CONTRACTOR shall receive and maintain satisfactory evidence from such subcontractors that verifies that they are in compliance with this requirement. The CONTRACTOR shall continuously maintain such evidence and make it readily available for review by the OWNER.
- F. The OWNER shall furnish the CONTRACTOR with insurance endorsements for the CONTRACTOR’s insurance agent to complete and submit at the time the required insurance policies are submitted.
- G. All of the insurance shall be provided on policy forms and through companies satisfactory to the Central Coast Water Authority.
- H. **Deductibles and Self-Insured Retentions** - Any deductible or self-insured retention must be declared to and approved by the Central Coast Water Authority. At the option of the Central Coast Water Authority, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
- I. **Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by the Central

Coast Water Authority.

- J. **Workers' Compensation and Employer's Liability Insurance** - The CONTRACTOR and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, 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 with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.
- K. **Evidences of Insurance** - Prior to execution of the agreement, the CONTRACTOR shall file with the Central Coast Water Authority a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative.
- L. **Continuation of Coverage** - If any of the required coverages expire during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Central Coast Water Authority at least ten (10) days prior to the expiration date.
- M. **Sub-Contractors** - In the event that the CONTRACTOR employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the CONTRACTOR's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

ARTICLE 4 – CONTRACTOR'S RESPONSIBILITIES

4.1. SUPERVISION AND SUPERINTENDENCE

- A. The CONTRACTOR shall supervise, inspect, and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of the WORK and safety precautions incidental to the WORK. The CONTRACTOR shall be responsible to see that the completed WORK complies accurately with the Contract Documents.

4.2. LABOR, MATERIALS, AND EQUIPMENT

- A. The CONTRACTOR shall provide competent, suitably qualified personnel to perform the WORK as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. All work at the site shall be performed during regular working hours, unless mutually agreed upon by the CONTRACTOR and the OWNER.
- B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one

calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the OWNER.

- C. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, equipment, and machinery, tools, appliances, fuel, lubricants, and all other consumables, and incidentals necessary for the completion of the WORK.

4.3. CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- A. The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of its Subcontractors, Suppliers, and their employees to the same extent as CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any Subcontractor and the OWNER nor relieve the CONTRACTOR of any liability or obligation under the Contract Documents. The CONTRACTOR shall include these General Conditions as a part of all its subcontract agreements.

4.4. PERMITS

- A. The CONTRACTOR shall obtain and pay for all permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this Contract shall not be made the basis for claims for additional compensation. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids.

4.5. LAWS AND REGULATIONS

- A. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. The Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all provisions of federal, state, and local laws and regulations.

4.6. TAXES

- A. The CONTRACTOR shall pay all applicable sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the laws and regulations of the place of the project which are applicable during the performance of the WORK.

4.7. SAFETY AND PROTECTION

- A. The CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- 1 All employees performing the WORK and other persons and organizations who may be affected thereby
 - 2 All the WORK, materials, and equipment to be incorporated therein
 - 3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.
- B. The CONTRACTOR shall execute and maintain his/her 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. In carrying out his/her 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 California Department of Industrial Relations regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable). Safety precautions as applicable shall include, but shall not be limited to, adequate life protection, and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees such as machinery guards, safe walkways, ladders, confined space procedures; fall protection; and other safety devices, equipment, and wearing apparel as are necessary or lawfully required to prevent accidents, injury, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.
- C. Materials that contain hazardous substances or mixtures may be required on the WORK. A Material Safety Data Sheet shall be requested by the CONTRACTOR from the manufacturer of any hazardous product used.

4.8. INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, which shall be in addition to any specific CONTRACTOR indemnification obligations contained elsewhere in the Contract Documents, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, its consultants, subconsultants, and the officers, directors, employees, and agents of each and any of them against and from all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, laboratories, attorneys, and other professionals, and court costs, including costs of appeal) arising directly, indirectly, or incidentally to the Contract or any performance of the WORK, but not from the sole negligence or willful misconduct of the OWNER. Such indemnification by the CONTRACTOR shall include, but not be limited to, the following:
- 1 Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, subcontractors, or suppliers, or their employees, or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used, or by or on account of any act or omission of the CONTRACTOR, subcontractors and suppliers, or their employees or agents.
 - 2 Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S, subcontractor's or supplier's

own employees engaged in the WORK resulting in actions brought by or on behalf of such employees against the OWNER.

- 3 Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the CONTRACTOR, subcontractors, suppliers, or their employees, or agents.
 - 4 Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, subcontractors, suppliers, or their employees, or agents in the performance of this Contract of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise stipulated in this Contract.
 - 5 Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the OWNER or any other parties by the CONTRACTOR, subcontractors, suppliers, or their employees, or agents.
 - 6 Liability or claims arising directly or indirectly from the willful misconduct of the CONTRACTOR, subcontractors, suppliers, or their employees, or agents.
 - 7 Liability or claims arising directly or indirectly from any breach of the obligations assumed herein by the CONTRACTOR.
- B. The CONTRACTOR shall reimburse the OWNER for all costs and expenses, (including, but not limited to fees and charges of engineers, laboratories, attorneys, and other professionals and court costs including all costs of appeals) incurred by said OWNER, in enforcing the provisions of this Article.
- C. The indemnification obligation under this article shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any such subcontractor or other person or organization under worker's compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 5 – INSPECTIONS AND TESTS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

5.1. NOTICE OF DEFECTS

- A. Prompt notice of defects known to the OWNER will be given to the CONTRACTOR. All defective materials or work, whether or not in place, may be rejected, corrected, or accepted as determined by the OWNER. Defective materials may be rejected even if approved by prior inspection.

5.2. ACCESS TO WORK

- A. OWNER, its consultants, subconsultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the WORK at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures

and programs so that they may comply therewith as applicable.

5.3. OWNER MAY STOP THE WORK

- A. If the materials are defective, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.

5.4. CORRECTION OR REMOVAL OR DEFECTIVE WORK

- A. If required by the OWNER, the CONTRACTOR shall promptly either correct all defective work, whether or not completed, or, if the work has been rejected by the OWNER, remove it from the site and replace it with non-defective materials or work. The CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, laboratories, attorneys, and other professionals made necessary thereby.

TECHNICAL SPECIFICATIONS LIQUID ALUMINUM SULFATE

This contract is for the furnishing and delivery of Liquid Aluminum Sulfate to be used in the treatment of potable water at the Polonio Pass Water Treatment Plant, located at 5250 Antelope Road and Highway 46, Shandon, California 93461.

The duration of this contract will be from May 16, 2020 to May 15, 2021 with the possibility of up to two extensions of one year each. The decision to grant an extension will be based on past performance and chemical cost during the extension period.

Liquid Aluminum Sulfate supplied under this contract shall conform to the applicable portions of the American Water Works Association Standard B403-16 or current revision – Aluminum Sulfate – Liquid, Ground, or Lump. The Contractor shall submit a certificate of analysis with specifications for each delivery.

A grab sample from each delivering container (minimum size 500 mL) will be collected and presented to the Plant Operator for approval before off-loading. CCWA will accept the sample from the driver collected at the originating loading facility but it is at CCWA's discretion to resample the tank prior to unloading if we deem necessary.

Liquid Aluminum Sulfate supplied under this contract shall be suitable for use in potable water and be ANSI/NSF Standard 60 certified. Proof of certification must be provided with the bid and with each delivery.

The most recent five (5) year annual average of Liquid Aluminum Sulfate delivered to the Polonio Pass Water Treatment Plant is approximately 1276 dry tons. Exact quantities will depend on raw water quality and plant requirements.

Deliveries will be made in shipments of 4,000 gallons or more. The supplier will make deliveries within five (5) working days of ordering. Deliveries will be made in self-unloading, dedicated containers and must comply with all applicable Interstate Commerce Commission regulations. All tank trucks shall be rinsed and drained prior to the loading of product and records of the cleaning delivered with the bill of lading. Tank trucks shall be carefully inspected by the Contractor to insure freedom from contaminating material prior to loading of the chemical.

Washout documentation will be waived if:

- Documentation is provided that indicates the tank is dedicated to the product to be delivered and
- Documentation stating that the previous load contained the same specified chemical to be delivered.

Deliveries will be accepted at the Polonio Pass Water Treatment Plant at 5250 Antelope Road and Highway 46, Shandon, CA 93461 between the hours of 7:00 AM and 3:00 PM, Monday through Friday, except holidays.

Each cargo trailer transfer hose coupling, man ways and/or hatches shall be sealed and include a security tag number after each trailer has been loaded and is ready for shipment to the Polonio Pass WTP. The security tag(s) number(s) shall be included in the delivery notification to the Polonio

Pass WTP. Once each delivery is made, the tag number shall be checked to assure the shipment has not been tampered with.

The contractor is required to make delivery notification to CCWA through facsimile prior to leaving the originating loading facility. The delivery notification must include the following information:

- Bill of Lading Number,
- Driver's first and last name
- Drivers company Identification Numbers,
- Truck and Trailer Identification Numbers,
- Seal Numbers

CCWA will verify this information through checking the driver's license, Company Identification (if employee photograph is included) or Transportation Worker Identification Credential (TWIC card), shipping papers and through onsite delivery vehicle inspection.

Personnel making deliveries must check in with the Plant Operator BEFORE proceeding to the chemical storage area. All delivery personnel shall carry and wear appropriate personal protective gear during off-loading. The Contractor shall be required to clean up any spillage occurring during delivery.

TECHNICAL SPECIFICATIONS LIQUID CHLORINE

This contract is for the furnishing and delivery of Liquid Chlorine to be used in the treatment of potable water at the Polonio Pass Water Treatment Plant, located at 5250 Antelope Road and Highway 46, Shandon, California 93461.

The duration of this contract will be from May 16, 2020 to May 15, 2021 with the possibility of up to two extensions of one year each. The decision to grant an extension will be based on past performance and chemical cost during the extension period.

Liquid chlorine supplied under this contract shall conform to the chemical requirements listed below, and to all other applicable portions of the American Water Works Association Standard B301-18 or current revision for Liquid Chlorine. The manufacturer or packager is required to either supply an affidavit stating that the liquid chlorine complies with all applicable requirements this standard, or furnish certified analyses of the liquid chlorine at the time of delivery. (Note: testing for carbon tetrachloride is only necessary if a carbon tetrachloride tail gas scrubbing system is used in the chlorine production unit, or if it is used as a diluent for nitrogen trichloride).

Purity	≥ 99.5 percent
Moisture	≤ 150 ppm
Sum of Heavy Metals	≤ 30 ppm (measured as lead)
Lead	≤ 10 ppm
Mercury	≤ 1 ppm
Arsenic	≤ 3 ppm
Nonvolatile residue	≤ 150 ppm
Carbon tetrachloride	≤ 100 ppm
Trihalomethane	≤ 300 ppm

Deliveries not meeting the above specifications will be rejected, and must be removed and replaced at no additional expense to CCWA.

Liquid Chlorine supplied under this contract shall be suitable for use in potable water and be ANSI/NSF Standard 60 certified. Proof of certification must be provided with the bid and with each delivery.

The most recent five (5) year annual average of Liquid Chlorine delivered to the Polonio Pass Water Treatment Plant is approximately 152 tons. Exact quantities will depend on raw water quality and plant requirements

Deliveries will be made in shipments of eight each one-ton cylinders or more. The supplier will make deliveries within five (5) working days of ordering. Deliveries must comply with all applicable Interstate Commerce Commission regulations.

Deliveries will be accepted at the Polonio Pass Water Treatment Plant at 5250 Antelope Road and Highway 46, Shandon, CA 93461 between the hours of 7:00 AM and 3:00 PM, Monday through Friday, except holidays.

The contractor is required to make delivery notification to CCWA through facsimile prior to leaving the originating loading facility. The delivery notification must include the following information:

- Bill of Lading Number
- Driver's first and last name
- Drivers company Identification Numbers
- Truck and Trailer Identification Numbers

CCWA will verify this information through checking the driver's license, Company Identification (if employee photograph is included) or Transportation Worker Identification Credential (TWIC card), shipping papers and through onsite delivery vehicle inspection.

Personnel making deliveries must check in with the Plant Operator BEFORE proceeding to the chemical storage area. All delivery personnel shall carry and wear appropriate personal protective gear during off-loading. The Contractor shall be required to clean up any spillage occurring during delivery.

TECHNICAL SPECIFICATIONS SODIUM HYDROXIDE 50%

This contract is for the furnishing and delivery of fifty percent (50%) Sodium Hydroxide (also known as Caustic Soda) to be used in the treatment of potable water at the Polonio Pass Water Treatment Plant located in San Luis Obispo County, California 93461.

The duration of this contract will be from May 16, 2020 to May 15, 2021 with the possibility of up to two extensions of one year each. The decision to grant an extension will be based upon past performance and chemical cost during the extension period.

Sodium Hydroxide supplied under this contract shall conform to all applicable portions of the American Water Works Association Standard Specifications, B501-19 or current revision for Liquid Form of Fifty Percent (50%) concentration of Sodium Hydroxide (NaOH). The Contractor shall submit a certificate of analysis with specifications for each delivery.

A grab sample from each delivering container (minimum size 500 mL) will be collected and presented to the Plant Operator for approval before off loading. CCWA will accept the sample from the driver collected at the originating loading facility but it is at CCWA's discretion to resample the tank prior to unloading if we deem necessary.

Sodium Hydroxide supplied under this contract shall be suitable for use in potable water and be ANSI/NSF Standard 60 certified. Proof of certification must be provided with the bid and with each delivery.

The most recent five (5) year annual average of Sodium Hydroxide (50%) delivered to the Polonio Pass Water Treatment Plant is approximately 562 dry tons. Exact quantities will depend on raw water quantity and plant requirements.

Deliveries will be made in shipments of 4,000 gallons or more. The Contractor will make deliveries within five (5) working days of ordering by the Owner. Deliveries will be made in self-unloading, dedicated containers and must comply with all applicable Interstate Commerce Commission regulations. All tank trucks shall be rinsed and drained prior to the loading of product and records of the cleaning delivered with the bill of lading. Tank trucks shall be carefully inspected by the Contractor to insure freedom from contaminating material prior to loading of the chemical.

Washout documentation will be waived if:

- Documentation is provided that indicates the tank is dedicated to the product to be delivered and
- Documentation stating that the previous load contained the same specified chemical to be delivered.

Deliveries will be accepted at the Polonio Pass Water Treatment Plant on Highway 46 East, three and one half miles east of Cholame, California between the hours of 7:00AM and 3:00PM, Monday through Friday, except holidays.

Each cargo trailer transfer hose coupling, man ways and/or hatches shall be sealed and include a security tag number after each trailer has been loaded and is ready for shipment to the Polonio Pass WTP. The security tag(s) number(s) shall be included in the delivery notification to the Polonio Pass WTP. Once each delivery is made, the tag number shall be checked to assure the shipment has not been tampered with.

The contractor is required to make delivery notification to CCWA through facsimile prior to leaving the originating loading facility. The delivery notification must include the following information:

- Bill of Lading Number,
- Driver's first and last name
- Drivers company Identification Numbers,
- Truck and Trailer Identification Numbers,
- Seal Numbers

CCWA will verify this information through checking the driver's license, Company Identification (if employee photograph is included) or Transportation Worker Identification Credential (TWIC card), shipping papers and through onsite delivery vehicle inspection.

Personnel making deliveries must check in with the Plant Operator BEFORE proceeding to the chemical storage area. All delivery personnel shall carry and wear appropriate personal protective gear during off loading. The Contractor shall be required to clean up any spillage occurring during delivery

TECHNICAL SPECIFICATIONS SODIUM BISULFITE 25%

This contract is for the furnishing and delivery of twenty-five percent (25%) Sodium Bisulfite to be used in the treatment of potable water at the at the Santa Ynez Pumping Facility located in Santa Barbara County, California

The duration of this contract will be from May 16, 2020 to May 15, 2021 with the possibility of up to two extensions of one year each. The decision to grant an extension will be based upon past performance and chemical cost during the extension period.

Sodium Bisulfite supplied under this contract shall be food grade, suitable for use in potable water and be ANSI/NSF Standard 60 certified. Proof of certification must be provided with the bid and with each delivery.

A grab sample from each delivering container (minimum size 500 mL) will be collected and presented to the Plant Operator for approval before off loading. The Contractor shall submit a certificate of analysis with specifications for each delivery. CCWA will accept the sample from the driver collected at the originating loading facility but it is at CCWA's discretion to resample the tank prior to unloading if we deem necessary.

Twenty-five percent (25%) Sodium Bisulfite requested in this contract is:

The most recent five (5) year annual average of 25% Sodium Bisulfite delivered to the Santa Ynez Pumping Facility is 38,010 gallons/per year. Exact quantities will depend on water quantity and treatment requirements.

Deliveries will be made in shipments of approximately 2,700 gallons or more. The Contractor will make deliveries within five (5) working days of ordering by the Owner. Deliveries will be made in self-unloading, dedicated containers and must comply with all applicable Interstate Commerce Commission regulations. All tank trucks shall be rinsed and drained prior to the loading of product and records of the cleaning delivered with the bill of lading. Tank trucks shall be carefully inspected by the Contractor to insure freedom from contaminating material prior to loading of the chemical.

Washout documentation will be waived if:

- Documentation is provided that indicates the tank is dedicated to the product to be delivered and
- Documentation stating that the previous load contained the same specified chemical to be delivered.

Deliveries will be accepted at the Santa Ynez Pumping Facility located at 2800 Mesa Verde Road, Santa Ynez, California 93460 between the hours of 8:00AM and 4:00PM, Monday through Friday except holidays.

Personnel making deliveries must call the Central Coast Water Authority at (805) 245-7054 before deliveries are made to insure that operations staff is available to open the gates and assist in making the delivery.

The contractor is required to make delivery notification to CCWA through facsimile prior to leaving the originating loading facility. The delivery notification must include the following information:

- Bill of Lading Number,
- Driver's first and last name
- Drivers company Identification Numbers,
- Truck and Trailer Identification Numbers,

CCWA will verify this information through checking the driver's license, Company Identification (if employee photograph is included) or Transportation Worker Identification Credential (TWIC card), shipping papers and through onsite delivery vehicle inspection.

All delivery personnel shall carry and wear appropriate personal protective gear during off loading. The Contractor shall be required to clean up any spillage occurring during delivery.

TECHNICAL SPECIFICATIONS SODIUM HYPOCHLORITE 12.5% (minimum)

This contract is for the furnishing and delivery of twelve and one half percent (12.5% minimum) Sodium Hypochlorite to be used in the treatment of potable water at either the Tank-5 and Tank-7 water storage facilities located in Santa Barbara County, California

The duration of this contract will be from May 16, 2020 to May 15, 2021 with the possibility of up to two extensions of one year each. The decision to grant an extension will be based upon past performance and chemical cost during the extension period.

Sodium Hypochlorite supplied under this contract shall conform to all applicable portions of the American Water Works Association Standard Specifications, B300-18 or current revision for Sodium Hypochlorite. The Contractor shall submit a certificate of analysis with specifications for each delivery.

A grab sample from each delivering container (minimum size 500 mL) will be collected and presented to the Plant Operator for approval before off loading. CCWA will accept the sample from the driver collected at the originating loading facility but it is at CCWA's discretion to resample the tank prior to unloading if we deem necessary.

Sodium Hypochlorite supplied under this contract shall be suitable for use in potable water and be ANSI/NSF Standard 60 certified. Proof of certification must be provided with the bid and with each delivery.

Delivery of the 12.5% Sodium Hypochlorite will be made in quantities typically between 200 and 300 gallons each. Deliveries to Tank 5 and 7 may or may not be required on the same day.

The most recent five (5) year annual average is approximately 5,489 gallons of 12.5% Sodium Hypochlorite was delivered to the **Tank-5** (approximately 20 deliveries @ 280 gallons each delivery). Exact quantities will depend on water quantity and treatment requirements.

The most recent five (5) year annual average is approximately 1,704 gallons of 12.5% Sodium Hypochlorite was delivered to the **Tank-7** (approximately 6 deliveries @ 275 gallons each delivery). Exact quantities will depend on water quantity and treatment requirements.

The Contractor will make deliveries within five (5) working days of ordering by the Owner. Deliveries will be made in self-unloading, dedicated containers and must comply with all applicable Interstate Commerce Commission regulations. All tank trucks shall be rinsed and drained prior to the loading of product and records of the cleaning delivered with the bill of lading. Tank trucks shall be carefully inspected by the Contractor to insure freedom from contaminating material prior to loading of the chemical.

Washout documentation will be waived if:

- Documentation is provided that indicates the tank is dedicated to the product to be delivered and
- Documentation stating that the previous load contained the same specified chemical to be delivered.

Deliveries will be accepted at the Tank-5 Facility located at Thomas Guide page 345 D11 (West Lompoc Casmalia Road and Bishop Road) and or the Tank-7 Facility located at 7631 E. Highway 246 Lompoc CA 93463 between the hours of 8:00AM and 4:00PM, Monday through Friday except holidays.

Personnel making deliveries must call the Central Coast Water Authority at (805) 245-7054 before deliveries are made to insure that operations staff is available to open the gates and assist in making the delivery.

The contractor is required to make delivery notification to CCWA through facsimile prior to leaving the originating loading facility. The delivery notification must include the following information:

- Bill of Lading Number,
- Driver's first and last name
- Drivers company Identification Numbers,
- Truck and Trailer Identification Numbers,

CCWA will verify this information through checking the driver's license, Company Identification (if employee photograph is included) or Transportation Worker Identification Credential (TWIC card), shipping papers and through onsite delivery vehicle inspection.

All delivery personnel shall carry and wear appropriate personal protective gear during off loading. The Contractor shall be required to clean up any spillage occurring during delivery