

said contractor, or other or additional tools, equipment, labor and materials to be furnished by said first party, or may let a new contract for the unfinished portion of said work. In any event, the amount expended by the first party in completing or procuring the completion of said work shall be a charge against the second party, and shall be deducted from any moneys due or becoming due from the said first party, or if the money due or becoming due from the first party is insufficient to satisfy said charge, then the amount of said charge or portion thereof unsatisfied shall be paid to the said first party by the said second party.

1.11

CHANGES OF WORK. Should said first party at any time during the progress of said work request any alteration, deviations, additions or omissions from the said contract, specifications or plans, it shall be at liberty to do so; and the same shall in no way effect or make void this contract, but will be added to or deducted from the amount of said contract price, as the case may be, by a fair and reasonable valuation. All claims for extras made by said second party in connection with the performance of this contract shall be based upon an authorization in writing therefor made by the first party prior to the performance of such extra work or the furnishing of such extra materials and stating the work to be done or omitted and the amount to be paid or deducted therefor; and if not so authorized in writing, all extra labor performed or materials furnished shall be conclusively presumed to be included

and paid for in the original contract price herein agreed to be paid; and the acceptance of the second party of the payment on the final certificate shall constitute a waiver of all claims against the first party under or arising out of this contract. Only such alterations, deviations, additions or omissions as may be lawfully made shall be deemed to be covered by this provision of the contract.

1.12 FAULTY MATERIAL. In the event that any material furnished by the Contractor does not comply with the requirements of this contract either as to quality or quantity, the District after three days (3) notice in writing to said Contractor or his agent on said work to furnish the same, may secure a sufficiency of the proper material for the proper performance of this contract; and it shall be deducted from any claim then due or from any payment thereafter due hereunder, or if no such claim is due or becomes due, then the said amount shall be paid by said Contractor to District.

1.13 MAXIMUM HOURS. It is further understood and agreed that no laborer, workman or mechanic in the employ or under the direction or control of the Contractor, or of any Sub-contractor doing or contracting to do any part of the work contemplated by this contract, shall be required or permitted to labor more than eight hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood, or danger to life or property, or except to work on public, military or naval works or defense in time of war; it is further agreed

that the said Contractor shall forfeit to the District, the sum of ten dollars (\$10.00) for each violation of the foregoing stipulation for each laborer, workman, or mechanic for each and every calendar day on which he shall be required or permitted to labor more than eight hours in violation of said stipulation; that the Inspector or other officer whose duty it shall be to see that this contract is complied with, shall report to the District all violations of the stipulations hereinbefore contained, and the amount of the penalties herein stipulated, shall be withheld by the District from any payments becoming due to said Contractor under this contract, whether the violations for which said penalties were imposed were by the Contractor, his agents or employees or any Sub-contractor, his agents or employees. Contractor shall in all respects comply with the provisions of Article III, Division 2, Part Seven of the Labor Code.

1.14 WAGE SCALE. The second party and all Contractors or Sub-contractors in any manner performing work required to be done by this contract, shall pay to laborers, workmen, and mechanics employed by them in the execution of this contract, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wage for legal holidays and overtime work in the locality in which the work is performed as such rate of wages shall have been ascertained by the first party for each

craft or type of workman or mechanic needed to execute this contract.

The general prevailing rate for legal holiday and overtime work, and the general prevailing rate of per diem wage in the locality where the work required to be done by virtue of this contract is to be done for each craft or type of workman needed to execute the contract is established in accordance with the schedule which is hereto attached marked Exhibit "A".

The second party shall forfeit as a penalty to the first party, ten dollars (\$10.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, such laborer, workman, or mechanic is paid less than the stipulated rate for any work done under said contract by the second party, or by any Sub-contractor under the second party.

1.15 ALIEN LABOR. The second party and all contractors and sub-contractors doing work pursuant to the terms of this contract shall not knowingly employ, or cause or allow to be employed in the doing of any such work, any alien except in case of extraordinary emergency caused by fire, flood or danger to life or property, or except on work upon public, military or naval defenses or works in time of war, in which case said party shall, within thirty (30) days after such alien is permitted to work, due to such extraordinary emergency, file with the first party a report verified by the oath of the second party, setting forth the nature of said emergency and containing the name of the said alien and each

date he was permitted to work; and failure to file the said report within the said time shall be deemed to be prima facie evidence that no such extraordinary emergency existed. The second party and each sub-contractor shall keep or cause to be kept, an accurate record showing the names and citizenship of all workers employed by the second party in connection with work done pursuant to this contract, which said record shall be open at all reasonable hours to the inspection of the first party. The second party shall forfeit as a penalty to the first party, ten dollars (\$10.00) for each alien knowingly employed by the second party or by any sub-contractor under the second party, upon work done pursuant to this contract, for each calendar day or portion thereof during which such alien is permitted or required to labor in violation of the provisions of this paragraph, or in violation of Division 2, Part 7, Chapter 1, Article 4 of the Labor Code of the State of California.

1.16 SUB-CONTRACTORS. The Contractor shall in all respects comply with Chapter 2, Title 1, Division 5 of the Government Code governing sub-letting and sub-contracting and with the specifications with reference thereto.

1.17 AMERICAN-MADE MATERIALS. Only such unmanufactured articles, materials and supplies as have been mined or produced in the United States substantially all from articles, materials and supplies mined and produced or so manufactured, as the case may be, in the United States shall be used in the performance of this contract. The Contractor agrees to comply with

Section 4330 to 4334 of the Government Code requiring preference to be given to California made supplies.

1.18 LOSS OR DAMAGE. The District shall not in any way be answerable or accountable for any loss or damage that shall or may happen to the said work or any part or parts thereof respectively, or for any of the material or other things used and employed in finishing and completing the same. The District shall not in any way be answerable or accountable for any loss or costs by reason of the violation of any ordinance or other law, or because of any accident to any person on said work, or any accident caused by carrying out this contract by the Contractor or anyone working through or under him.

1.19 WORKMEN'S COMPENSATION. The District shall not be liable or responsible for any person or persons injured by reason of said work and all of said liability shall be assumed by the Contractor. It is understood and agreed, and said Contractor does hereby expressly agree, to carry compensation insurance in a sufficient and ample sum to insure all of the employees who are employed or may be employed upon this contract, which said compensation insurance shall be carried with some company authorized under the laws of the State of California to write and carry compensation insurance; said Contractor further agrees, before commencing the work herein contemplated, to submit to the District satisfactory evidence that such compensation insurance is being carried in the amount provided in Division 4 and 5 of the Labor Code of

the State of California commonly known as the "Workmen's Compensation Insurance and Safety Act", and said Contractor further expressly agrees that if they sublet the work herein contemplated, or any portion thereof, they will in like manner furnish satisfactory proof to said District that such Sub-Contractor or Contractor is or are carrying such compensation insurance in the manner aforesaid.

1.20 TIME LIMIT. The time limit for the completion of said work is ninety (90) calendar days, and should said work not be completed at the time herein above stated, there will be deducted from the full final payment thereof the sum of two hundred dollars (\$200), as liquidated damages for each day's delay after the expiration of such period until the final acceptance of the work by said first party and its delivery to said owner. The time during which said second party is delayed in said work by the acts or neglects of said first party, or its employees, or those under it by contract or otherwise, or by acts of God which said second party could not have reasonably foreseen and provided for, or by stormy and inclement weather which delays the work or by any strikes or like trouble among mechanics or laborers which delay the work and which are not caused by or the continuance of which is not due to any fault or negligence on the part of said second party shall be added to the time for completion as aforesaid.

1.21 FINAL CERTIFICATE AND PAYMENT. It is further mutually agreed between the parties hereto that no certificate given

or payment made under this contract, except the final certificate and final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part; and that no payment shall be construed to be an acceptance of defective work or improper materials.

IN WITNESS WHEREOF, the said first party has caused this agreement to be subscribed by its officers, thereunto duly authorized, and the said second party has signed this agreement the day and year first above written.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

EXHIBIT A

PREVAILING WAGE SCALE

The Board of Directors of Mainers Oaks County Water District has ascertained the general prevailing rate of wages applicable to the work to be done to be as follows:

<u>Job</u>	<u>Rate of Wage</u>
Carpenter	2.12
Shingler	2.25
Floorlayer	2.32
Millwright	2.32
Saw Filer	2.20
Table Power Saw Operator	2.20
Pile Driver Foreman	2.55
Pile Driver Man-Bridge or Dock Carpenter	2.25
Pile Driver Man - Derrick Bargeman	2.07
Pile Driver Man - Head Rock Slinger	2.22
Pile Driver Man - Rock Slinger	2.02
Cement Finisher	2.20
Reinforcing Iron Worker	2.20
Laborers, General or Construction	1.57
Operators and Tenders of Pneumatic and Electric Tools, Vibrating Machiners, and similar mechanical tools not separately classified herein	1.77
Cribbers or Shorers	1.92
Powderman	1.92
Asphalt Raker and Ironer	1.77
Drillers (Core, Diamond or Wagon)	2.00
Drillers (All other)	1.85
Sewer Pipe Caulker (using caulking tools)	1.75
Sewer Pipe Caulker (cement joints)	1.62
Apprentice Engineer, including Fireman, Oiler, Greaser	1.75
Air Compressor Operator	1.87
Concrete Mixer Operator - paving type and mobile mixer	2.22
Concrete Mixer Operator - Skip Type	2.00
Roller Operator	2.07
Skip Loader Operator - Wheel Type	2.00
Tow Blade or Grader Operator	2.00
Tractor Hi-Lift Shovel Operator	2.32
Tractor Operator - Bulldozer, Tamper, Scraper or Drag Type Shovel or Boom Attachments	2.12
Tractor Scraper or Drag Type Shovel- Tandem	2.50
Trenching Machine Operator	2.20

EXHIBIT A (Cont.)

<u>Job</u>	<u>Rate of Wage</u>
Universal equipment operator (Shovel, Drag-line Derrick, Derrick-Barge, Clamshell or Crane)	2.32
Welder	
Drivers of Trucks - Legal Payload Capacity less than 6 tons.	1.65
Drivers of Trucks - Legal Payload Capacity between 6 and 10 tons.	1.67

Positions not listed above will be allocated in accordance with prevailing wage rates in this area in accordance with Section 1770 of the Labor Code.

The minimum wage to be paid all unskilled labor for which rates are not shown shall be not less than \$1.57 per hour.

Overtime shall be one and one-half ($1\frac{1}{2}$) times the above rates.

Sundays and holidays (except for watchman, flagman and guards) shall be one and one-half ($1\frac{1}{2}$) times the above rates.

Not less than the prevailing rate of per diem wages shall be paid, but nothing in Section 1770 of the Labor Code, prohibits the payment of more than the prevailing rate of wage to any workman employed on this public work.

Daily wage eight times the hourly wage shown.