

PART II
GENERAL PROVISIONS

SECTION 1. DEFINITIONS

- 1.1 "Meiners Oaks Water District" - The Meiners Oaks County Water District.
- 1.2 "Board" - The Board of Directors of the Meiners Oaks County Water District.
- 1.3 "Engineer" - Engineer for the Meiners Oaks County Water District.
- 1.4 "Resident Engineer" - Authorized representative of Engineer in charge of supervision and inspection of project.
- 1.5 "Inspector" - Authorized representative of Engineer or Resident Engineer assigned to inspect in detail all portions of work or materials.
- 1.6 "Bidder" - Individual, firm or corporation formally submitting bid.
- 1.7 "Contractor" - The individual, firm or corporation undertaking execution of work, and acting directly or through authorized agents or employees.
- 1.8 "Sub-Contractor" - The individual, firm or corporation acting for or in behalf of Contractor, in execution of any or all parts of contract.
- 1.9 "Contract and Included Documents" - Advertisement, Instruction to Bidders, Contract and Contract Bond, Specifications and Supplemental Specifications, all plans, general and detailed, and supplemental agreements, and bid proposal.
- 1.10 "Owner" - The Meiners Oaks County Water District and/or authorized agent.
- 1.11 "Embankment in Place" - Rolled earth fill, suitably compacted, forming the dam.
- 1.12 "Excavation" - Material excavated to clear site or to provide material for embankment in place.
- 1.13 "Structural excavation" - material, excavated for construction of conduits, spillways, or other structural appurtenances.

- 1.14 "Borrow pit" - Area from which material used in embankment is to be derived.
- 1.15 "Day" or "Days" - Unless otherwise stated shall mean a calendar day of 24 hours.
- 1.16 "The Work" shall mean the work to be done and the equipment, supplies and materials to be furnished under this contract, unless some other meaning is indicated by the context.
- 1.17 "Plans" or "Drawings" shall mean and include all drawings which have been prepared by the Engineer as a basis for proposals, all drawings submitted by the successful Bidder with his proposal and by the Contractor to the District, if and when approved by the Engineer; and all drawings submitted by the District to the Contractor during the progress of the work, as provided for herein.

SECTION 2 - AWARD OF CONTRACT

- 2.1 Contract Documents. The successful bidder, to whom the contract for any work is awarded shall enter into a written contract with the Meiners Oaks County Water District within ten (10) days after his bid is accepted. The Contract shall be in the form prescribed by the Attorney for the District, which form is hereby referred to and made a part hereof for the purpose of determining all the terms and conditions of said contract, and said contract shall contain such additional matter as may be considered advisable by the Board of Directors to meet each particular case.
- 2.2 Copies of Contract. Four (4) counterpart copies of the proposal, bond and contract agreement shall be prepared, each containing an exact copy of the Contractor's proposal as submitted, the bond properly executed, and the contracts signed by both parties thereto. These executed counterparts of the contract documents are to be filed with the Owner, Contractor, Engineer and the surety company executing the bonds.
- 2.3 Labor Bond. Within ten (10) days after the awarding of the contract and before entering upon the performance of said work, the successful bidder shall file with the Board of Directors of the Meiners Oaks County Water District a good and sufficient bond, to be approved by said Board, in a sum not less than one-half the total amount payable by the terms of the contract with sureties and conditions as provided by Chapter III of Title I, Division V of the Government Code, being Sections 4200 to 4208 of the said Government Code.

- 2.4 Performance Bond. The successful bidder shall also file, in the same manner, with said Board, a good and sufficient bond to be approved by it, in a sum not less than one-half of the total amount payable by the terms of the contract, for the faithful performance of the terms and conditions of said contract.

Each of the said bonds shall be executed by the Contractor and at least two sureties, or by corporate surety, in an amount not less than the amount specified in the bond.

- 2.5 Sub-Contractors - In compliance with the provisions of Title I, Division V, Chapter II of the Government Code of the State of California, each bidder shall submit his list of Sub-Contractors whose bids he used in completing his general bid, in a separate envelope placed inside his bid envelope. This second envelope should be marked "List of Sub-Contractors used by _____, Contractor for Meiners Oaks Dam, Meiners Oaks County Water District, Ojai, California." This envelope may be sealed and only the one belonging to the successful bidder will be opened. This will enable the Board to make the award of the contract on the same day on which the bids are opened, if bid is satisfactory in other respects.

SECTION 3 - LEGAL RELATIONS.

The Contractor shall familiarize himself with all laws, ordinances and regulations which may affect his equipment, material or labor used on the project.

- 3.1 Permits and Licenses. The Contractor shall procure, at his own expense, all permits and licenses.
- 3.2 Insurance. The Meiners Oaks County Water District shall not be liable or responsible for any person or persons injured by reason of the work necessary to fulfill the contract hereunder, and all such liability shall be assumed by the Contractor. The Contractor shall carry compensation insurance in a sufficient and ample sum to insure all of his employees who are employed or may be employed in fulfilling the contract, which compensation insurance shall be carried with some company authorized under the laws of California to write and carry compensation insurance. The Contractor will be required before commencing work to submit to the Board of Directors of the Meiners Oaks County Water District, satisfactory evidence that said compensation insurance is being carried in the manner as provided by that certain act commonly known as and called "Workmen's Compensation Insurance and Safety Act", approved May 26, 1913 and all amendments thereto.

3.3 Prevailing Wage Scale. Attention is called to the prevailing wage scale as adopted and approved by the Board of Directors and as given in the Notice to Bidders.

3.4 Patent Suits. The Contractor assumes the responsibility of defending any and all suits brought for infringement of any patent claimed to be infringed by any material or process, which he may elect to use, though not required to do so by the specifications, and he shall hold the Board of Directors of the Meiners Oaks County Water District and/or its authorized agents harmless on account of such claims.

SECTION 4 - SCOPE OF THE WORK

4.1 Intent of the Plans and Specifications. The true intent of the plans and these specifications is to provide for the execution and completion in every detail of the work described herein, and it is understood that the Contractor for all or any part will furnish all labor, material, equipment, tools, transportation and necessary supplies, such as may reasonably be required to execute the contract in a satisfactory and workmanlike manner and in accordance with the plans, specifications, and terms of the contract. Any deviation from these requirements must be stipulated in the contract.

4.2 Special Work.

Should any construction or conditions which are not covered by the plans or these specifications be anticipated, or encountered during construction, "Supplemental Specifications" for such work will be prepared by the Engineer and shall be considered a part of these specifications the same as though contained fully herein.

4.3 Increased or Decreased Quantities. The right is reserved, without impairing the contract, to make such increase or decrease in the quantities of the work as may be considered necessary to complete fully and satisfactorily the structures included in the contract. The compensation to the Contractor for such changes shall be adjusted as provided herein.

- 4.4 Extra Work. The right is reserved, without impairing the contract, to order the performance of such work, of a class not contemplated in the proposal, as may be considered necessary to complete fully and satisfactorily the structures included in the contract. Such extra work shall be done by the Contractor and he shall be compensated as provided herein.
- 4.5 Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and manner and place of disposal.

SECTION 5 - CONTROL OF WORK

- 5.1 Interpretation. The Engineer shall decide all questions which may arise as to quality and acceptability of materials furnished and work performed, interpretation of plans and specifications, and all questions as to acceptable fulfillment of the contract.
- 5.2 Checking Plans and Specifications. The Contractor is required to check all dimensions and quantities on the plans and schedules given to him by the Engineer and shall notify the Engineer of any discrepancy between the plans and the conditions on the ground, or any error or omission in plans or in the layout as given by stakes, points, or instructions, which he may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the plans or contract documents, as full instructions will be furnished by the Engineer should such error occur or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.
- 5.3 Changes in Work. Any changes or additional work, involving adjustment of the amount of the original contract, shall be submitted in writing in the form of a Change Order or Extra Work Order, to the Board of Directors of the Meiners Oaks County Water District, shall be signed as agreed to, by the Contractor, and approved by the Board of Directors of the Meiners Oaks County Water District before the work involved in the order is executed. Unauthorized work shall not be paid for by the District. Defective work shall be removed and shall be replaced by acceptable work, at the expense of the Contractor.

- 5.4 Cooperation with Sub-Contractors or Others. The Contractor shall cooperate with any sub-contractor, or District employees who may be employed on, or near, the project.
- 5.5 Aids to Engineer. The Contractor shall furnish without charge such competent men from his force as the Engineer may require from time to time for the proper staking out of the work, and in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said work.
- 5.6 Suspension of Work. The Engineer shall have authority to suspend work due to unsuitable weather, or failure of Contractor to carry out orders or perform provisions of contract.
- 5.7 Extra Compensation. In case Contractor deems extra compensation to be due him for work or materials, placed in job, and for which he can reach no agreement with the Engineer, Contractor may place the matter before the Board of Directors of the Meiners Oaks County Water District, whose decision shall be final.

Any corrections, or work required to bring job to completion in accordance with plans and specifications shall be done immediately. Note of Completion shall not be filed until all items have been properly completed.

SECTION 6 - PAYMENTS

- 6.1 Scope of Payment. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools and equipment, and for performing all work under the contract; also for all loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work, until its final acceptance by the Board of Directors of the Meiners Oaks County Water District.
- 6.2 Payments for Increased or Decreased Quantities. The Contractor shall perform such additional work of the same general character as that shown on the plans, as may be ordered by the Engineer, and shall receive compensation for the increase in quantities at the rates for additional work as shown by his original proposal.

For any alterations, changes, or modifications of the construction, of the same general character as shown on the plans, resulting in a decrease in the total quantities of such work in any structure, the deductions to be made from the contract amount for such total decreased amounts shall be at the rate for additional work of the same class as specified in the original proposal.

- 6.3 Payments for extra and force account work. In the event of any extra work being ordered by the Engineer of a class not covered by the prices submitted in the proposal, the basis of payment for the same shall be agreed upon in writing between the parties to the contract before such work is done, or where such method of payment cannot be agreed upon prior to beginning the work, the Engineer may order the Contractor to do such work on a "force account" basis.

All work done on a "force account" basis will be paid for in full in the following manner:

- (a) For all labor, and foremen in charge of the specific operation, including workmen's compensation and liability insurance on the same, the Contractor shall receive the current rate of wage for each and every hour said labor and foremen are actually engaged in such work, to which shall be added an amount equal to 15 per cent of the sum thereof.
- (b) For all materials entering permanently into the work, the Contractor shall receive the actual cost of such materials, including freight charges, as shown on original receipted bills, to which cost shall be added an amount equal to 10 per cent of the sum thereof.

The compensation herein provided shall be received by the Contractor as payment in full for extra work done on the "force account" basis and shall include superintendence, overhead and profit. For all work done on the "force account" basis the Contractor shall furnish certified copies of the payroll on itemized forms provided for that purpose, invoices of all material and such other detailed information as may be required by the Engineer.

- 6.4 Partial Payments. Approximate estimates will be made monthly by the Engineer upon the amount of acceptable work done and materials in place. Ninety (90) per cent of such amount will be paid at the regular meeting of the Board of Directors of the Meiners Oaks County Water District, upon presentation to the Board of a certificate of the Engineer, which certificate shall be in writing, stating that the work for which payment is demanded has been fully completed in accordance with the plans and specifications. This certificate shall be attached to and made a part of a claim made and filed with the Board of Directors of the Meiners Oaks County Water District as other claims against said District are made and filed in accordance with the law. The remaining ten (10) per cent will be paid in the same manner thirty-five (35) days after the completion and final acceptance of the work by the Board, providing the Contractor shall have furnished acceptable

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proof of a proper and satisfactory release from all fees, royalties or claims brought against him, for the use of any patented invention, article or arrangements connected with the structure.

SECTION 7 - PROGRESS OF WORK

- 7.1 Progress. The progress of the work shall be at a rate sufficient to complete contract satisfactorily by the expiration of ninety (90) calendar days after date of contract.
- 7.2 Assignment of Work. The Contractor shall not sublet, sell or assign any portion of the work executed under this contract without the written consent of the Board. The work under this contract shall not be commenced until contract and bonds have been approved by the Board. The progress of the work shall be at a rate sufficient to complete the contract in an acceptable manner within the period of time specified.
- 7.3 Competent Employees. The Contractor shall employ only competent and efficient laborers, mechanics, or artisans, and whenever, in the opinion of the Engineer any employee is careless or incompetent, or obstructs the progress of the work, or acts contrary to instructions, or conducts himself improperly, the Contractor shall upon complaint of the Engineer, discharge or otherwise remove him from the work and not employ him again upon it.
- 7.4 Adequate Equipment. The methods, equipment and appliances used on the work shall be such as will produce a satisfactory quality of work and shall be adequate to complete the contract within the time limit specified.
- 7.5 Suspension of Work. The Engineer shall have authority to suspend the work wholly or in part for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessarily due to the failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the contract. When under suspension, the work shall be put in proper and satisfactory condition, carefully covered and properly protected, as directed by the Engineer. In all cases of suspension of construction operations, the work shall not again be resumed until permitted by order of the Engineer.
- 7.6 Extension of Time. If the satisfactory execution of the contract shall require work or materials in greater amounts or quantities than these set forth on the plans, then the

contract time may be increased by such amount as may be determined by the Engineer. Extensions to the contract time may be granted for other reasons, at the discretion of the Engineer. No allowance shall be made for delay or suspension of work due to the fault of the Contractor. If for any reason beyond the control of the Contractor the work shall be delayed he may be granted an extension of time at the discretion of the Engineer.

- 7.7 Time Limit. Should the Contractor fail to complete the work within the required time limit, subject to the modification of the preceding article, the Engineer will thereafter deduct from any moneys due or coming due to the Contractor as determined by the Engineer's estimates, the amount of two hundred dollars (\$200) per diem for each day's delay after the expiration of such period until final acceptance. This amount shall be considered to be reasonable liquidated damages due to the District from the Contractor for his failure to complete the contract within the specified time limits.
- 7.8 Failure of Performance. If the Contractor should fail to make satisfactory progress, or to comply with orders of the Engineer, or should he neglect or refuse to remove materials, or to perform anew such work as had been rejected as defective and unsuitable, or if the Contractor shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause shall not carry on the work in an acceptable manner, the Board shall have the right to annul its contract without process or action at law, and to turn over to the surety for completion or, at its option, or in case performance is guaranteed by negotiable securities, to take over the work and complete it, either by day labor or by the reletting of all or any part of the work. The Contractor upon receiving notice to this effect shall vacate possession and give up the said work, or the parts thereof specified in said notice, peaceably to the Engineer. All material, plant, equipment, formwork, and other erections, appliances, and the plans thereon, shall, at the option of the Engineer, remain on the work until completed. Neither by the taking over of the work by the Board, nor by the annulment of the contract shall the District forfeit the right to recover damages from the Contractor or his surety for failure to complete his contract. Should the cost of completing the work by day labor or by reletting the same be in excess of the original contract price, the Contractor, and his surety, if any, shall be held responsible for such excess cost.

SECTION 8 - COMPLETION OF WORK

- 8.1 Testing. Before final acceptance, all parts of the work shall be tested and each part shall be in good