

**LAUREL POND INTERMEDIATE AND SHALLOW DEPTH MONITORING  
WELL INSTALLATION PROJECT**

**DRILLING, INSTALLATION, AND DEVELOPMENT OF FOUR NESTED  
MONITORING WELLS**

**CAPITAL PROJECT #24WW05**

**FEBRUARY 12, 2025**

**REQUEST FOR BIDS**



**MAMMOTH COMMUNITY WATER DISTRICT**

**MAMMOTH LAKES, CALIFORNIA**

MCWD Modified Short Form

**LAUREL POND INTERMEDIATE AND SHALLOW DEPTH  
MONITORING WELL INSTALLATION PROJECT**

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## 1 BIDDING REQUIREMENTS

### 1.1 Invitation to Bid

Sealed proposals will be received at the office of the Mammoth Community Water District, located at Mammoth Community Water District, 1315 Meridian Boulevard, Mammoth Lakes, CA 93546, until **4:00PM** local time on **Wednesday March 5, 2025**, or such later date as may be set by addendum, and then will be publicly opened and read for the construction of the following public works project:

#### **Laurel Pond Intermediate and Shallow Depth Monitoring Well Installation Project**

All questions shall be submitted to Jake Trauscht via email at [jtrauscht@mcwd.dst.ca.us](mailto:jtrauscht@mcwd.dst.ca.us). All questions shall be submitted by **4:00PM** local time on **Wednesday February 26, 2025**.

Mammoth Community Water District (MCWD) is seeking qualified drilling contractors to drill, install, and develop four monitoring wells around Laurel Pond, located four miles east of the Town of Mammoth Lakes, California. The wells will range in depth from 25 to 48 feet below ground surface (ft bgs) and will be dual completion monitoring wells as described in the plans and specifications (**Appendix A**).

The contract documents for the Project, including the public works construction contract, instructions to bidders, bid forms, and plans and specifications, may be examined at the District office, with prior notice to the District's representative, located at **1315 Meridian Blvd., Mammoth Lakes, CA**, or online at [www.mcwd.dst.ca.us](http://www.mcwd.dst.ca.us). Bidders must comply with the Instructions to Bidders.

The District strongly encourages prospective bidders to schedule a pre-bid site visit to familiarize themselves with the sites and site access. It is suggested that each prospective bidder review the bid documents and project site prior to the pre-bid walk. To schedule a pre-bid site visit please email Jake Trauscht at [jtrauscht@mcwd.dst.ca.us](mailto:jtrauscht@mcwd.dst.ca.us).

Each Bid must be submitted on the prescribed forms and accompanied by cash, a cashier's check, certified check or bid bond executed on the prescribed form payable to the District in an amount not less than 10 percent of the amount bid.

The successful bidder will be required to furnish a payment bond and faithful performance bond each in the full amount of the Contract price, and insurance with certificates and endorsements of insurance, as provided in the Contract Documents. The required bonds must be provided only by a surety insurer who is admitted to do business by, and in good standing with, the California Department of Insurance.

Bidders are hereby notified that in accordance with Public Contract Code section 22300, securities may be substituted for any monies that the District may withhold pursuant to the terms of this Contract to ensure performance.

The successful bidder must possess the following classification or type of contractor's license issued by the Contractors State License Board: **Class C57**, California.

To be qualified to bid on this Project, bidders must be registered and qualified to perform public work with the Department of Industrial Relations pursuant to section 1725.5 of the Labor Code. All subcontractors listed in a qualified bidder's bid as performing any portion of the work also must be registered and qualified with the Department of Industrial Relations.

To qualify to bid on this Project, bidders must submit to the District copies of valid Certificates of Reported Compliance, as described in section 2449(n) of Title 13 of the California Code of Regulations, for the fleet selected to perform such work proposed in the bid. If applicable, subcontractors must submit copies of valid Certificates of Reported Compliance, as well. If a bidder does not submit the necessary Certificates of Reported Compliance with their bid, the bid will be disqualified.

Bids that equal or exceed \$1,000,000 must be accompanied by an Iran Contracting Act certification in the form provided in Section 1.9.

The District's **General Manager** has determined that the Project involves work that is substantially complex and therefore requires the District to retain a higher percentage of proceeds from each payment to the Contractor in order to adequately protect the public against potential claims and losses that might result from such work. Based on the above finding, the District has imposed a retention of proceeds under this Contract equal to **five percent (5%)** of the amount of each approved payment requested by the Contractor.

The attention of bidders is directed to the requirements and conditions of employment to be observed and prevailing wage rates to be paid to all workers employed under the Contract in accordance with Labor Code sections 1770 and following. Copies of the prevailing rate of per diem wages are on file at the District's office, and will be made available to any interested party on request. In accordance with Labor Code section 1771.4(a)(1), this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The District reserves the right to reject all bids. Any bid not conforming to the intent and purpose of the Contract Documents may be rejected. The District may extend the time to award the Contract.

Dated: \_\_\_\_\_

Mammoth Community Water District

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

Jake Trauscht  
Senior Engineer

1.2 **Bid**

TO: Mammoth Community Water District, 1315 Meridian Boulevard, Mammoth Lakes, CA 93546

The undersigned states and declares as follows:

That the Bidder has carefully examined the location of the proposed work; that the Bidder has examined the Contract Documents entitled: Laurel Pond Intermediate and Shallow Depth Monitoring Well Installation Project; the Addenda Numbers \_\_\_ to \_\_\_, if any; that the Bidder has read the accompanying Short Form Public Works Contract (Section 2); that the Bidder hereby proposes to begin work and complete the project in accordance with the schedule and deadlines in the Contract Documents; that the Bidder hereby proposes to furnish all labor, materials, tools, and equipment, and to perform all work required, complete in place, in compliance with all terms and conditions and requirements of all Contract Documents; and that the Bidder will take in full payment for the work the prices set forth in the accompanying bid schedule.

The Bidder acknowledges that the following quantities are approximate only, being given as a basis for the comparison of proposals, that the District does not expressly or by implication agree that the actual amount of the work will correspond therewith, and that the District reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary or advisable by the Engineer.

The following surety or sureties have agreed to furnish payment and faithful performance bonds to the Bidder if it is awarded the contract:

Name of Performance Bond Surety: \_\_\_\_\_

Name of Payment Bond Surety: \_\_\_\_\_

**Bidder Information**

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

Type of Business Entity and State of Incorporation (e.g., corporation, limited liability company, partnership): \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

DIR Public Works Contractor Registration No.: \_\_\_\_\_

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

Type of license: \_\_\_\_\_

Name under which license is held: \_\_\_\_\_

Status of license: \_\_\_\_\_

Laurel Pond Intermediate and Shallow Depth Monitoring Well Installation Project

The Bidder's authorized officer identified below hereby declares that the representations in this Bid are true and correct and of my own personal knowledge, and that these representations are made under penalty of perjury under the laws of the State of California.

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

1.3 Bid Schedule

Item	Description	Est. Qty.*	Unit	Unit Price	Total Price
1	Move on and off monitoring well drilling site, and remobilization to each monitoring well drilling site, including all labor, equipment, tools, and materials to complete work.	1	LS	\$	\$
2	Drill 9-inch (minimum) diameter sonic borehole	174	LF	\$	\$
3	Furnish and install 2-inch I.D., Sch 40 PVC blank casing	141	LF	\$	\$
4	Furnish and install 2-inch I.D., Sch 40 PVC well screen, 0.020-inch slot size perforations.	150	LF	\$	\$
5	Furnish and install #8 silica sand gravel pack in annular space adjacent to each screened interval, including all materials and installation	8	LS	\$	\$
6	Furnish and install bentonite seals above each screened interval, including all materials and installation, including minimum 4 hour hydration time for each seal	8	LS	\$	\$
7	Furnish and install neat cement grout seal and wellhead protective casing including concrete surface pad and locking caps.	4	LS	\$	\$
8	Develop each well per specification	8	LS	\$	\$
<b>TOTAL BID</b>					\$
<b>OPTIONAL ITEMS IF AUTHORIZED BY OWNER (not part of base bid)</b>					
NA	Standby hours at Owners request (does not include bentonite seal hydration time, static water measurement pauses during drilling, or 48-hour cement cure time prior to well development)	1	HR	\$	\$

\* Quantities are estimated. Payment will be based on actual quantities furnished, installed or constructed.

\*\* Items described include all labor, equipment, tools, materials and tasks of work needed to complete the bore hole drilling, well construction, well development, and test pumping as described in these Specifications.

\*\*\* Above prices include any amount payable by the Owner for taxes by reason of this Contract.



**Acknowledge Addenda**

Addendum #: \_\_\_\_\_

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

Addendum #: \_\_\_\_\_

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

Addendum #: \_\_\_\_\_

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

Addendum #: \_\_\_\_\_

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

**1.4 Designation of Subcontractors**

In compliance with Public Contract Code section 4100 et. seq. each bidder shall set forth below the: (a) name, location of the mill, shop, or office, and California contractor’s license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of 1% of the Contractor’s total bid, (b) description of the type of work to be performed by each such subcontractor, and (c) portion of the work (expressed in dollar amount) that will be performed by each such subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work in excess of one-half of 1% of the Contractor’s total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after making a written finding as a public record of the District setting forth the facts constituting the emergency or necessity.

Subcontractor (name, address, Subcontractor’s CSLB License Number, Subcontractor’s DIR Public Works Contractor Registration Number)	Description of Subcontractor Work	Portion of Work (\$)

Additional pages attached: \_\_\_\_\_

1.5 **Bid Bond**

KNOW BY ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED \_\_\_\_\_, Contractor or Principal; and \_\_\_\_\_, as Surety, are hereby held and bound unto Mammoth Community Water District, hereinafter called the District, in the sum of \$ \_\_\_\_\_, which sum is equal to at least ten percent of the total amount of the Bid, payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the construction of the following public works project:

**Laurel Pond Intermediate and Shallow Depth Monitoring Well Installation Project**

Mammoth Community Water District is seeking qualified well installation contractors to drill and install four monitoring wells around Laurel Pond east of the Town of Mammoth Lakes, California. The wells will range in depth from 25 to 48 feet below ground surface (ft bgs) and will be dual completion monitoring wells as described in the plans and specifications included as **Exhibit A**.

NOW, THEREFORE,

(a) If the Bid is rejected, or in the alternate,

(b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of the Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto and shall deliver proof of insurance (all completed in accordance with the Contract Documents), and shall in all other respects perform the agreement created by the acceptance of the Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**For Contractor or Principal**

\_\_\_\_\_

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

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

**For Surety:**

\_\_\_\_\_

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

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

(Seal)

1.6 **Experience Qualification**

The Bidder has been engaged in the contracting business, under the present business name for \_\_\_\_ years. Experience in work of a nature similar to that covered in the Bid extends over a period of \_\_\_\_\_ years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

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The following contracts have been satisfactorily completed in the last three years for the persons, firm or entity indicated:

Year	Owner	Type of Work	Contract Amount

Laurel Pond Intermediate and Shallow Depth Monitoring Well Installation Project

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required.

Quantity	Name, Type, and Capacity	Condition	Location

Please select one of the following:

- The proposed equipment includes Off-Road Diesel Vehicles. The Contractor’s required California Air Resources Board (CARB) Certificates of Reported Compliance documentation is attached, per Section 2.7 of the Short Form Public Works Contract (section 2).
- The proposed equipment does not include CARB Off-Road Diesel Vehicles.

Executed on \_\_\_\_\_, at \_\_\_\_\_,

**BIDDER**

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**1.7 Noncollusion Declaration to be Executed by Bidder and Submitted with Bid**

(Public Contract Code Section 7106)

The undersigned declares:

I am the \_\_\_\_\_ (Title)  
of \_\_\_\_\_ (Bidder), the party  
making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, at \_\_\_\_\_.

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**1.8 Acknowledgement of Insurance and Bonding Requirements**

By signing below Bidder acknowledges the insurance requirements as listed in Short Form Public Works Contract (Section 2), Section 2.33 “Insurance”. By this acknowledgement, the Bidder and its insurance provider(s) and surety(ies) certify that they have read and understand the insurance and bonding requirements in their entirety, including limits of coverage, additional insureds and endorsements, and bonding requirements, and that the Bidder can provide the insurance coverage and bonds as required in the Contract documents without exception.

Bidder understands that if the insurance coverage provided in Section 2.33 of the Short Form Public Works Contract (Section 2) and the Contract Bonds cannot be provided, its bid is subject to rejection by the District as non-responsive.

**BIDDER**

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**SURETY PROVIDER/SURETY REPRESENTATIVE**

Surety Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**Bidder Must Provide This Acknowledgment for Each Insurer or Surety Providing Insurance Coverage or a Bond under this Contract**



**1.9 Iran Contracting Act Certification**

Pursuant to Public Contract Code (PCC) section 2204, the following Iran Contracting Act certification is required if your bid totals \$1,000,000 or more.

If your bid totals \$1,000,000 or more, you must complete only one of the following two paragraphs. To complete paragraph 1, check the corresponding box and complete the certification. To complete paragraph 2, simply check the corresponding box.

1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (DGS) pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

\_\_\_\_\_ (date),

at \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name)

OR

2. We have received written permission from the District to submit a bid pursuant to PCC 2203(c) or (d). A copy of the written permission from the District is included with our bid.

**2 MCWD SHORT FORM PUBLIC WORKS CONSTRUCTION CONTRACT**

Name of Project	<b>Laurel Pond Intermediate and Shallow Depth Monitoring Well Installation Project</b>
Contractor Name, Address and Capacity (e.g., corporation, partnership)	
List and Title of Contract Exhibits	<b>Exhibit A – Specifications</b>
Type of Required California Contractor’s License Classification	<b>Class C57</b>
Total Contract Price	\$
Daily Liquidated Damages Amount (insert zero if none)	\$1,000
District Representative Name, Title, and Address	Jake Trauscht, Senior Engineer
Date of Contract	

This contract is made by and between Mammoth Community Water District and the Contractor named above, who agrees as follows:

**2.1 Scope of Work**

This Public Works Construction Contract, the Contract exhibit(s) listed above, approved Change Orders, and, if applicable, the notice inviting bids, addenda, Contractor’s bid and bid forms constitute the “Contract” between the parties. For purposes of this Contract, the “Work” shall mean the scope of work as described in the exhibit(s).

**2.2 Time of Completion**

**The Work shall not start sooner than June 15, 2025 and shall be complete no later than September 30, 2025.** The parties agree that time is of the essence for the performance of this Contract.

### **2.3 Contractor's Performance**

Contractor shall construct, install, perform and do the Work, and shall furnish, provide and pay for all labor, equipment, materials, tools, supplies, transportation, permits, sales and taxes, and shop drawings necessary or appropriate to complete the Work. Contractor shall perform in the Work in a good and workmanlike manner, and such Work shall be done to the approval and satisfaction of District.

### **2.4 Contract Price and Payments**

(a) If Contractor performs the Work in accordance with this Contract and to the satisfaction of District, District shall pay Contractor in the amount and manner as set forth in the Bid Schedule; however, the total Contract price shall not exceed the sum stated above, unless otherwise agreed to in writing by the District. No payment, including all progress payments and the final payment, shall be made to Contractor in excess of 95% of the percentage of Work actually completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under control of, District. The five percent not paid shall be withheld by District until final completion and acceptance of the Work. However, in lieu of withholding of money, and in accordance with the provisions of California Public Contract Code section 22300, Contractor may substitute securities to ensure performance under the Contract.

(b) If payment is to be made by progress payments, then, in accordance with California Public Contract Code section 20104.50, a written payment request from Contractor shall be reviewed by District as soon as practicable in order to determine whether it is proper. If District determines it not to be a proper payment request suitable for payment, then District shall return it to Contractor with a written explanation of the deficiencies as soon as practicable, but not later than seven days after receipt of the payment request. If District determines the payment request to be properly submitted and undisputed, the District shall make the payment to Contractor within 30 days after receipt of the payment request. If District does not pay a properly submitted and undisputed payment request within this 3-day period, then District shall pay interest on the overdue amount to Contractor at the legal rate set forth at California Code of Civil Procedure section 685.010. This subsection shall not apply if District funds are not available for payment of the payment request or if payment is delayed due to an audit inquiry by the financial officer of District.

(c) No progress or final payment shall be considered or construed to be an approval or acceptance of any Work, materials or equipment, or a waiver of any breach or default. Estimated amounts and values of Work done and materials and equipment incorporated into the Work will be conformed with actual amounts and values as they become available in subsequent progress payments and the final payment. All payments will be subject to correction in subsequent progress payments and the final payment.

### **2.5 Compliance with Laws**

Contractor shall give all notices and comply with all federal, state and local laws, statutes, regulations and ordinances applicable to the performance of the Work. Contractor is responsible for the safety of its workers and Contractor shall comply with, and require its workers to comply with, all applicable federal and state worker and job site safety-related

laws and regulations, including, but not limited to, applicable federal Department of Labor, Occupational Safety and Health Administration (“OSHA”) regulations and California Department of Industrial Relations (including the Division of Occupational Safety and Health and Occupational Safety and Health Standards Board (“Cal/OSHA”)) regulations and safety orders. Contractor shall promptly notify District’s Representative in writing of any specification at variance therewith and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to District’s Representative, it shall bear all costs arising therefrom.

## 2.6 Permits and Licenses

Permits, licenses, and easements necessary for the performance of the Work shall be obtained and paid for by Contractor, unless otherwise provided in the exhibit(s). Contractor must hold the current and valid type of California contractor’s license classification described above for the duration of the Work.

## 2.7 Certificates of Reported Compliance

This Contract is subject to the California Air Resources Board Off-Road Diesel Regulation (Title 13 CCR § 2449). In order to be eligible to perform the Work under this Contract, Contractor must submit to District copies of valid Certificates of Reported Compliance, as described in section 2449(n), for the fleet selected to perform work under this Contract. If applicable, subcontractors must submit copies of valid Certificates of Reported Compliance, as well. If Contractor does not provide said Certificates, Contractor may not perform work under this Contract.

The California Air Resources Board Off-Road Diesel Regulation applies to all self-propelled offroad diesel vehicles with 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers). This includes vehicles that are rented or leased (rental or leased fleets).

## 2.8 Bonds

Promptly upon execution of this Contract and prior to the commencement of any Work, Contractor shall obtain at its sole cost and expense and provide to District a performance bond and payment bond each in the amount of 100% of the amount of this Contract. The bonds must be issued by a surety admitted in California and be in a form acceptable to District. The bonds must comply with California Civil Code section 9550 and 9554 and applicable provisions of the California Bond and Undertaking Law (Code Civ. Proc. § 995.010 et. seq.).

## 2.9 Authority of District and District’s Representative

(a) The District’s representative listed above is the representative of the District for purposes of this Contract and has full authority to interpret the Contract, to conduct the construction review and inspection of Contractor’s performance, and to decide questions which arise during the course of the Work. His/her decisions on these matters shall be final and conclusive. District’s Representative has the authority to reject all Work and materials

which do not conform to the Contract, and has the authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Contract. District's Representative's right and authority is limited to rejection of unsatisfactory Work or methods. District and the District's Representative do not bear any responsibility for Contractor's safety practices or procedures. Any order given by District's Representative, not otherwise required by the Contract to be in writing shall, on request of Contractor, be given or confirmed by District's Representative in writing. Whenever Work, methods of procedure, or any other matters are made subject to direction or approval of District, such direction or approval will be given by District's Representative.

(b) Except as provided elsewhere in the Contract, neither District nor District's Representative will be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Except as provided elsewhere in the Contract, neither District nor District's representative will be responsible for or have control or charge over the acts or omissions of Contractor, or any of their subcontractors, agents or employees, or any other persons performing any of the Work. Any general control of the Work exercised by the District or its authorized representatives shall not make Contractor an agent of District, and the liability of Contractor for all damages to persons and/or to public or private property arising from Contractor's execution of the Work shall not be lessened because of such general control.

#### **2.10 Contractor's Understanding**

Contractor acknowledges that it has, by careful investigation and inspection, satisfied itself as to the nature and location of the job site; the ground, character, quality and quantity of the materials and conditions to be encountered, including subsoil conditions, if applicable; the character and amount of labor, equipment, supplies and materials needed preliminary to and during the performance of the Work; and all other matters which can in any way affect the Work under this Contract. Contractor further acknowledges that neither District nor District's Representative have made any representations whatsoever concerning job site conditions, except for such representations that may have been made in writing in this Contract.

#### **2.11 Subcontractors**

All subcontractors and suppliers engaged in work will be considered as employees of Contractor, and Contractor shall be held responsible for their work, which shall be subject to the provisions of the Contract. Contractor will provide the following information (a) the name and the location of the place of business, and California contractor's license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, and of each subcontractor who, under subcontract to Contractor, is to specifically fabricate and install or provide a portion of the work or improvement according to the Contract, in any amount in excess of ½ of 1 percent of the Contract amount. Contractor shall ensure that all subcontractors employed on the work comply with all applicable laws and regulations, including payment of prevailing wages, employment of apprentices, and preparation and submission of accurate and complete payrolls. Contractor shall be fully responsible to District for the acts or omissions of its subcontractors and of the persons either directly or indirectly employed by them. Nothing contained in this Contract shall create any contractual relationship between any

subcontractor and District. Each subcontract shall contain a suitable provision for the suspension or termination thereof with or without cause. If a legal action, including arbitration and litigation, against District is initiated by a subcontractor or supplier, Contractor shall reimburse District for the amount of legal, engineering and all other expenses incurred by District in defending itself in said action. District and District's Representative reserve the right to approve all subcontractors.

Contractor shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. (See California Public Contract Code section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at [www.dir.ca.gov/DLSE/debar.html](http://www.dir.ca.gov/DLSE/debar.html).

## 2.12 Changes in the Work

District may, at any time, by written change order make changes in the Work, or extend the time to complete the Work, as deemed necessary by District. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of the Contract, there shall be an equitable adjustment in the Contract price. The price adjustment shall be determined by one of the following methods in the order of precedence listed:

(a) Based on the unit prices contained in the Bid Schedule.

(b) Mutually agreed-upon lump sum or unit price adjustment.

(c) Contractor's actual cost of labor (wages and benefits), materials (actual purchase price, sales tax, freight & delivery) and equipment/tools (at actual or fair/prevaling rental rates) directly engaged in the performance of the extra work plus 15% mark-up for overhead and profit. For price adjustments under this section, Contractor shall provide to District an itemized breakdown of the quantities and prices used in the extra work, and it shall make available all source documents, including payroll records, invoices, purchase orders, contracts and lease agreements.

## 2.13 Guarantee

(a) Contractor unconditionally guarantees all materials and workmanship furnished under this Contract, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective or improperly installed. Contractor shall repair or replace to the satisfaction of District any or all such Work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other Work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one year from the date of District's acceptance of the Work. The District shall have the right to call for inspection or inspections of the work before the end of the one-year guarantee period and Contractor shall attend and participate in such inspection(s) upon request of District. This guarantee does not excuse Contractor for any other liability related to defective Work discovered after the guarantee period. Contractor shall transfer to District all manufacturer and supplier warranties relating to the Work, if any, upon completion of the Work and prior to final payment. Any products/completed operations insurance coverage shall be maintained after completion of the project for the full guarantee period.

(b) In the event of failure to comply with the above stated conditions within a reasonable time, District may have the defect repaired and made good at the expense of Contractor, which shall pay the costs and charges for such repair immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee.

#### **2.14 Suspension of Work**

District may suspend the Work wholly or in part, for such period as District may deem necessary, due to unsuitable weather or to any other conditions District considers unfavorable for the suitable performance of the Work, including the improper performance of the Work by Contractor. Contractor shall immediately comply with such written order of District to suspend the Work wholly or in part and shall be paid for the Work performed to the date of suspension, except for improperly performed Work. The suspended Work shall be resumed only when ordered by District.

#### **2.15 Termination**

(a) This Contract may be terminated with or without cause at any time by District by giving 10 days' advance written notice to Contractor. In the event of such termination, Contractor shall be compensated for actual Work performed to the date of termination as calculated by District based on the Contract price and payment provisions above.

(b) If District terminates the Contract because of Contractor's failure to do the Work with such diligence as will ensure the completion of the Work within the time specified in the Contract, then District may take over the Work and pursue the same to completion by using another contractor or any other method District deems expedient. In this event, District may also take possession and control of, and utilize in completing the Work, any and all materials, supplies, tools and equipment delivered to the site of the Work by Contractor or by its suppliers or subcontractors. The materials, supplies, tools and equipment remaining after completion of the Work shall be returned to Contractor.

#### **2.16 Prevailing Wages**

Contractor agrees to pay all workers employed on this Work not less than the general prevailing rate of per diem wages for Work of a similar character in the locality of District, and not less than the general rate of per diem wages for holiday and overtime work, as established pursuant to the California Labor Code (in particular sections 1770-1780) and applicable regulations and orders. A copy of the applicable prevailing rate of per diem wages is available to the contractor at the administrative offices of District. Contractor shall obtain and post a copy of such prevailing wage rates at the job site. Contractor shall also comply with the provisions of California Labor Code section 1775, including provisions which require Contractor to (a) forfeit as penalty to District not more than \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any work done under this Contract in violation of the provisions of the California Labor Code, and (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which said worker was paid less than the prevailing wage.

### **2.17 Labor Nondiscrimination**

In accordance with California Labor Code section 1735, throughout the performance of the Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age (over 40), or sexual orientation (as those discrimination bases are defined in California Government Code sections 12926 and 12926.1) of such persons, except as provided in California Government Code section 12940. Any contractor violating this nondiscrimination provision shall be subject to penalties that may be imposed pursuant to Division 2, Part 7, Chapter 1 of the California Labor Code.

### **2.18 Eight-Hour Day Limitation**

(a) Contractor agrees that 8 hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the Work under this Contract, shall be required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week; provided that subject to California Labor Code section 1815, a worker may perform work in excess of 8 hours per day or 40 hours per week at not less than one and one-half times the basic rate of pay.

(b) Except as provided above for overtime, Contractor shall forfeit as a penalty to District the sum of \$25 for each worker employed in the execution of this Contract by it or by any subcontractor under it for each calendar day during which such worker is required or permitted to Work more than 8 hours in any one day and 40 hours in any one calendar week in violation of California Labor Code sections 1810 through 1815.

### **2.19 Payroll Records**

Contractor and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work, and shall make such payroll record available for inspection, in accordance with the requirements of California Labor Code section 1776. Contractor shall be responsible to ensure compliance with section 1776. Failure to comply with that section may result in the Labor Commissioner's assessment of a penalty of \$100 per day per worker.

### **2.20 Employment of Apprentices**

Contractor shall comply with, and take such actions as necessary to effectuate, the apprentice employment requirements as set forth at California Labor Code sections 1777.5, 1777.6 and 1777.7.

### **2.21 Character of Worker**

If any employee of Contractor or any of its subcontractors shall be incompetent or act in a disorderly or improper manner, such employee or subcontractor shall be removed from the Work immediately, and such person or subcontractor shall not again be employed on the



Work. Such discharge shall not be the basis for any claim for compensation or damages against District, or any of its officers or agents.

## **2.22 Superintendence**

Contractor shall designate in writing before starting Work an individual as authorized representatives who shall have the authority to represent and act for Contractor. This authorized representative shall be present at the Work site at all times while Work is actually in progress. When Work is not in progress and during periods of Work suspension, arrangements acceptable to District's Representative shall be made for any emergency work that may be required.

## **2.23 Inspection and Testing of Work**

(a) Unless otherwise provided, all equipment, supplies, materials, and Work shall be subject to inspection and testing by District's Representative. District's Representative will observe the progress and quality of the Work and determine, in general, if the Work is proceeding in accordance with the Contract. District's Representative shall not be required to make comprehensive or continuous inspections to check the quality of the Work, and he or she shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. Observations, inspections or testing by District's Representative shall not relieve Contractor of its obligation to conduct comprehensive inspections of the Work and to furnish proper materials, labor, equipment and tools, and perform acceptable Work, and to provide adequate safety precautions, in conformity with the Contract.

(b) Contractor shall provide access to District's Representative and other agents of District, and agents of the federal, state, or local governments at all reasonable hours for inspection and testing to ascertain compliance with the Contract and applicable laws and regulations. Contractor shall cooperate in providing such access, and shall, upon request by District's Representative, promptly provide safe and convenient facilities, labor and materials reasonably needed by District's Representative for performing all inspections and tests.

(c) If, after any inspection or testing by District's Representative, District finds any of the Work to be unacceptable, defective or nonconforming, then Contractor at its sole cost and expense shall replace or repair the Work to the satisfaction of District's Representative. If any Work required to be tested or inspected was installed, covered, or buried without inspection or testing, then, upon request by District's Representative, Contractor shall at its sole cost and expense remove or uncover the Work such that it may be inspected or tested, and replace the Work after completion of the inspection or testing. Upon failure of Contractor to comply with any order of District's Representative made under this section, District may cause the unacceptable, defective or nonconforming Work to be remedied, removed, or replaced, and may deduct the costs therefor from any monies due or to become due Contractor.

## 2.24 Trade Names and Alternatives

For convenience in designation in the Contract, certain articles or materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, so long as Contractor shows to the satisfaction of District's Representative that the acceptable quality and suitability of the alternative(s).

## 2.25 Protection of Work and Safety

(a) Contractor shall be responsible for the care of all Work until its completion and final acceptance by District; and it shall at its own expense replace damaged or lost materials or supplies and repair damaged parts of the Work.

(b) District's Representative's construction review and inspection of Contractor's performance shall not include any review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the job site.

(c) Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety procedures and practices shall conform to all applicable federal, state, and local laws, ordinances, and codes. Contractor shall carefully instruct all personnel as to potential dangers and shall provide such necessary safety equipment and instruction as may be necessary to prevent injury to personnel and damage to property. Contractor shall provide and maintain, in accordance with California Labor Code section 6708, OSHA and Cal/OHSA requirements, adequate emergency first aid treatment for its employees and anyone else who may be injured in connection with the work.

(d) Contractor shall have an Injury/Illness Prevention Program (IIPP) in place to protect the safety of its employees and ensure that its subcontractors also have an IIPP or comply with Contractor's program. The Contractor's IIPP shall comply with and be at least as effective as the requirements of section 3203 of Title 8 of the California Code of Regulations. The Contractor and subcontractors must implement all requirements of and Injury and Illness Prevention Program regulation, unless they can demonstrate that they are exempt from certain specific provisions in the regulation. The Contractor shall submit a copy of its IIPP to the District prior to any work being performed on District property.

(e) If the Work includes the construction, alteration, improvement, or maintenance of electric power generation, control transformation, transmission or distribution lines or equipment within the meaning of Code of Federal Regulations title 29, section 1910.269 or 1926.950, then the Contractor will implement and comply with the requirements of the "contract employer" as described and set forth in section 1910.269 and 1926.950, including, but not limited to, the obligations to properly train the Contractor workers on safety-related work practices and procedures, exchange information with the District concerning unique hazardous conditions presented by the Work, instruct the Contractor workers about the hazardous conditions relevant to the Work, and coordinate with the District on safety-related work rules and procedures. The Contractor also shall be responsible for transmitting safety-

related information under sections 1910.269 and 1926.950 with any subcontractors retained by it to perform electrical-related Work under the Contract.

## **2.26 Protection of Public and Property**

(a) Contractor shall take all necessary or appropriate precautions to prevent damage to all existing improvement, including above ground and underground utilities, pipelines, conduits, trees, shrubbery, fences, signs, mailboxes, driveways, sidewalks, gutters, streets, parking lots or other pavement, levees or embankments, survey markers and monuments, buildings, structures, District's property, adjacent property, and any other improvements or facilities within or adjacent to the job site. If any such improvement or property damaged or destroyed by reason of Contractor's operations, it shall be replaced or restored, at Contractor's sole cost and expense, to a condition at least as good as that prior to the start of Contractor's performance under this Contract.

(b) Contractor shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage from the Work. All obstructions to traffic shall be guarded by barriers illuminated at night. For any Work on, adjacent to, or interfering with any street, the conditions and limitations applicable to such Work shall be determined by those public agencies or other entities responsible for maintenance of the affected street. Contractor shall determine the nature and extent of all such requirements, and shall comply with all permit and other requirements. As required at any street crossing, Contractor shall provide all necessary flag persons, guardrails, barricades, signals, warning signs and lighting to provide for the safety of existing roads and detours. Immediately after the need for temporary detours ceases, or when directed, Contractor shall remove such detours and perform all necessary cleanup work, including replacement of fences, removal of pavement, necessary replacement of existing roadway appurtenances, grading, soil stabilization and dust control measures.

## **2.27 Clean-Up**

During the progress of the Work, Contractor shall maintain the job site and related structures, grounds and equipment in a clean, orderly condition and free from unsightly accumulation of rubbish. Upon completion of Work and before final payment, Contractor shall at its own cost and expense clean-up and remove from the vicinity of the Work all rubbish, debris, trash, unused materials and supplies, concrete forms, and temporary bridging and other like materials, belonging to it or used under its direction during the construction of the Work. Where the construction has cross yards or driveways, they shall be restored by Contractor to the complete satisfaction of District's Representative, at Contractor's sole expense.

## **2.28 Water Pollution**

Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, and canals from pollution with fuels, oils bitumens, calcium chloride, and other harmful materials and shall conduct and schedule its operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, and canals. Care shall be exercised to preserve vegetation beyond the limits of construction. Contractor shall comply with California Fish and Game Code section 5650 and all other applicable statutes and regulations

relating to the prevention and abatement of water pollution. If the Work is subject to the NPDES general permit for stormwater discharges from construction activities, Contractor will comply with all terms and conditions of any applicable special condition, specification or addendum issued by District related to implementation of the Storm Water Pollution Prevention Plan for the Work.

## 2.29 **Underground Work**

If the Work includes excavation and/or trenching deeper than four feet underground, then the following provisions shall apply:

(a) **Protection of Underground Utilities.** Prior to conducting any excavation or trenching, Contractor shall contact the appropriate regional notification center as required by California Government Code sections 4216 and following. In accordance with California Government Code section 4215, District shall be responsible for the timely removal, relocation or protection of existing main or trunkline utility facilities located on the project site and not shown on the plans and drawings. Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities not indicated on the plans and drawings with reasonable accuracy, and for the equipment on the project necessarily idled during such work; provided that Contractor shall first notify District before commencing work on locating, repairing damage to, removing or relocating the utilities. Contractor shall not be assessed liquidated damages for delay in completion of the project, when the delay was caused by the failure of District or the owner of the utility to provide for removal or relocation of the utility facilities not shown on the plans and drawings.

(b) **Sheeting and Shoring Plan.** If the total amount of the Contract exceeds \$25,000 and the Work involves the excavation of any trench or trenches five feet or more in depth, then, in accordance with California Labor Code section 6705, Contractor shall submit to District for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any such trench or trenches. The plan shall comply with applicable United States Department of Labor regulations (29 C.F.R. 1926) and OSHA and Cal/OSHA construction safety orders and shoring system standards or be prepared by a registered civil or structural engineer who certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the construction safety orders and shoring system standards.

(c) **Unusual Underground Conditions.** In accordance with California Public Contract Code section 7104, the following provisions shall apply to any work that involves digging trenches or other excavations:

(i) If, during any such digging or excavation, Contractor discovers (a) material Contractor believes may be material that is hazardous waste, as defined in California Health & Safety Code section 25117, that is required to be removed to a Class I, II, or III disposal site, (b) subsurface or latent physical conditions at the site differing from those indicated, or (c) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided in the Contract, then Contractor shall promptly notify District's Representative in

writing and shall not disturb the area of the subject digging or excavation until notified by District's Representative.

(ii) Upon receipt of any notice pursuant to the foregoing subsection, District's Representative shall promptly investigate the conditions, and if he or she finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of the Work, or any part of the Work, it shall issue a change order pursuant to this Contract.

(iii) If there is a dispute between District and Contractor over whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused for the scheduled completion date, but shall proceed with all work to be performed under the Contract. Contractor shall remain any and all rights provided by this Contract or by law that pertain to the resolution of disputes and protests between the parties.

### **2.30 Hazardous Materials; Hazard Communication**

(a) Proposition 65 and the California Health and Safety Code require businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to cause cancer or reproductive toxicity." District may use chemicals on the Governor's list at many of its facilities. In addition, many of these chemicals are present at non-District-owned facilities and locations. Accordingly, in performing the Work under this Contract, Contractor, its employees, agents, and subcontractors may be exposed to chemicals on the Governor's list. Except as provided in subsection (b), Contractor is responsible for notifying its employees, agents, and subcontractors that work performed hereunder may result in exposures to chemicals on the Governor's list.

(b) Before starting work, Contractor shall have a written Hazard Communication Program ("HCP") in place that complies with the requirements of section 5194 of Title 8 of the California Code of Regulations, including the requirements of 8 C.C.R. section 5194(e). The information in Contractor's HCP must include the methods by which Contractor shall communicate to District which hazardous substances it will use and store on the job site(s) to which District's and Contractor's employees and subcontractors may be exposed. Contractor shall submit its HCP to District at the same time as submittal of its initial project schedules or other time designated by District. Contractor will provide copies of safety data sheets ("SDS") for all hazardous substances brought onto and used or stored on the job site(s). Contractor also will ensure that all hazardous substances are marked with Proposition 65 and any other visible warning labels as required by law. Whenever possible, Contractor shall provide SDS for all hazardous substances to District prior to bringing a hazardous substance onto a job site, but will provide all SDS by no later than the time the hazardous substance is physically brought onto the site. District will communicate Contractor's HCP and SDS information to District's employees who work on or will enter the job site. District will provide Contractor with a copy of District's HCP and SDS information specific to District operations on the job site. Contractor shall, in turn, convey this information to its employees and subcontractors. During the course of the work, Contractor will keep copies of both its and District's HCP, SDS and other relevant information at Contractor's job site office.

### 2.31 Contractor's License Notice

Statement required by California Business & Professions Code section 7030: "Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826."

### 2.32 Indemnification

To the fullest extent permitted by law, Contractor shall protect, defend, indemnify and hold harmless District and, if applicable, District's Representative, and their respective officers, directors, agents, employees, volunteers, representatives, boards, and consultants from and against all penalties and fines imposed by law and all loss, claim, cause of action, demand, suit, judgment, cost, damage, expense, and liability (including but not limited to court or arbitration costs and reasonable attorneys' and expert witness fees) resulting from injury to or death of persons, including without limitation employees of the District, District's Representative and Contractor, or damage to or loss of property, caused by, arising out of or in any way connected with the Contractor's or its subcontractors' or suppliers' performance, operations or activities under this Contract, except to the extent the sole negligence, active negligence or willful misconduct of an indemnified party proximately causes the loss, claim, demand, cost, suit, judgment, penalty, fine, cause of action, damage, expense, or liability.

(a) Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Upon the request of an indemnified party hereunder, Contractor shall defend any suit asserting a claim covered by this indemnity and shall pay any costs and expenses that may be incurred by an indemnified party in enforcing this indemnity. Contractor shall defend any suit asserting a claim covered by this indemnity and shall pay any costs and expenses that may be incurred by an indemnified party in enforcing this indemnity. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the District and, if applicable, District's Representative, and their respective officers, directors, agents, employees, volunteers, representatives, boards, and consultants, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability has been established. The obligation to defend extends through final judgment, including exhaustion of any appeals. In all cases, District shall have the right to approve counsel selected by Contractor in the defense of any legal action or with respect to any claim, which approval shall not be unreasonably withheld. In addition, the indemnified party shall have the right to participate in and be represented by counsel of its own choice and at its own expense in any legal action with respect to any claim.

(b) In any and all claims against the District or District's Representative, and each of their officers, directors, employees and agents by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or

benefits payable by or for Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under Workers' Compensation statutes, disability benefit statutes or other employee benefit statutes.

(c) Neither termination of this Contract, completion of the acts to be performed under this Contract, nor District's Representative's approval or District's acceptance of the work shall release Contractor from its obligations to indemnify and defend District and District's Representative, and their respective officers, directors, agents, employees, volunteers, representatives, boards and consultants.

(d) Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Contract does not relieve Contractor from liability under this indemnification provision. The obligations of this section shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

### 2.33 Insurance

(a) The Contractor shall procure and maintain for the duration of the Contract and for five years thereafter, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

(i) General Liability – Commercial General Liability (CGL) – Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability – Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

(iii) Workers' Compensation Insurance – The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

The above minimum insurance coverage limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this section.

(b) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District. Furthermore, the above minimum insurance coverage limits can be met through provision of

umbrella or excess policy insurance coverage consistent with the provisions of this section [2.33](#).

(c) Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its officers, officials, employees and volunteers; or Contractor shall procure a bond or other security guaranteeing payment of losses and related investigations, claim administration and defense fees, costs and expenses. All policies that include a self-insured retention shall include a provision that payments of defense costs and damages (for bodily injury, property damage, personal injury or any other coverages included in the policy) by any party, including additional insureds and insurers, shall satisfy the self-insured retention limits.

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

(i) Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Name Insured for the District; this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

(ii) District, and its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, its officers, officials, employees, agents or volunteers. The additional insured coverage or endorsement shall comply with California Insurance Code section 11580.04.

(iii) For any claims related to this project, Contractor's general and automobile liability coverage shall be primary insurance as respects District, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees, agents or volunteers shall be excess to Contractor's insurance and shall not contribute with it.

(iv) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, and its officers, officials, employees, agents or volunteers.

(v) 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.

(vi) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage



or in limits except after 30 days' prior written notice by U.S. mail has been given to District, or after 10 days' written notice in the case of cancellation for non-payment of premium.

(e) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or equivalent and that are authorized to do business in California, unless otherwise approved by District. In the case of Workers' Compensation and Employer's Liability insurance, coverage provided by the California State Compensation Insurance Fund is acceptable.

(f) Before commencing work, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 20 10 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s) and certifying the additional insured coverages, or equivalent additional insured blanket endorsement. District reserves the right to require complete copies of all required insurance policies and/or endorsements affecting required insurance coverage at any time.

(g) Contractor shall include all actions and activities of its subcontractors as insureds under its policies, or shall require each subcontractor to provide insurance coverage consistent with the foregoing and to furnish separate endorsements or certificates to District. All coverages for subcontractors shall be subject to all of the requirements stated in this section.

(h) Contractor shall maintain all required insurance coverages for the period provided in this section. If any of the required coverages expire during the coverage period, Contractor shall obtain renewal or replacement coverages and deliver certificates for the renewed or replacement coverages and any required endorsements to District at least 10 days before the expiration date of the existing coverage.

(i) Any products/completed operations insurance coverage shall be maintained after completion of the Work for the full guarantee period.

(j) The requirements as to the types, limits, and Districts approval of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

(k) In addition to any other remedy District may have, if Contractor or any of its subcontractors fails to maintain the insurance coverage as required in this section, District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and District may deduct the cost of such insurance from any amounts due or which may become due Contractor under this Contract.

(l) Contractor shall execute and file with District the attached Contractor's Workers' Compensation Certificate in accordance with California Labor Code section 1861.

## **2.34 Final Acceptance and Date of Completion**

(a) Whenever Contractor shall deem all Work under this Contract to have been completed, it shall so notify District's Representative in writing, and District's

Representative or other District representative shall promptly ascertain whether the Work has been satisfactorily completed and, if not, shall advise Contractor in writing of specific defects and any additional Work required.

(b) Neither the final payment nor any part of the retained percentage shall become due until Contractor, if required, shall deliver to District, a complete release of all liens and claims arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien or claim could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to District, to indemnify the District against any lien or claim. If any lien or claim remains unsatisfied after all payments are made, Contractor shall refund to District all monies that the latter may be compelled to pay in discharging such a lien, or claim, including all costs and reasonable attorneys' fees.

(c) When all the provisions of the Contract have been fully complied with to the satisfaction of District, District will accept the Work in writing and make the final payment to Contractor. As a condition of receiving the final payment, Contractor must execute and deliver to District, as appropriate, a Conditional Waiver and Release Upon Final Payment or Unconditional Waiver and Release Upon Final Payment in the form provided in Civil Code sections 8136 or 8138, respectively.

(d) Except for any sum required to be withheld by law or allowed to be held under this Contract, the 5% retention shall be paid 35 days after District's acceptance of the Work. In accordance with California Public Contract Code section 7107(c), in the event of a dispute between the parties, District may withhold from the final payment to Contractor an amount not to exceed 150% of the disputed amount.

### **2.35 Right to Withhold Payments**

(a) In addition to all other rights and remedies of District provided by law and this Contract, District may withhold the whole or any part of any progress or final payment to such extent as may reasonably be necessary to protect District from loss on account of: (a) unacceptable, defective or nonconforming Work not remedied; (b) claims or liens filed or reasonable evidence indicating probably filing of claims or liens including, but not limited to, claims under sections 1775, 1776 and 1777.7 of the California Labor Code or the public works stop notice provisions in the California Civil Code; (c) failure of Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers; (d) a reasonable doubt that the Work can be completed for the balance then unearned; (e) failure of Contractor to clean up the job site, repair or replace damaged or affected improvements or property; or (f) damage to job site, completed Work, or other real or personal property.

(b) Whenever District withholds any monies pursuant to this paragraph, written notice of the amount withheld and the reasons for the withholding will be given to Contractor. After Contractor has corrected the enumerated deficiencies to the satisfaction of District, District will promptly pay to Contractor the amount so withheld. When District withholds monies to protect District against claims under the public works stop payment notice provisions of the California Civil Code, District may at its discretion permit Contractor to

deliver a surety bond in terms and amount satisfactory to District, indemnifying District against any loss of expense, and upon acceptance thereof by District, District shall release to Contractor monies so withheld.

**2.36 State Audit Contingency**

Contractor acknowledges that this Contract, and performance and payments under this Contract, are subject to examination and audit by the State Auditor General for three years following final payment under this Contract pursuant to California Government Code section 8546.7.

**2.37 Liquidated Damages**

If Contractor does not complete the Work, as determined by District, before the expiration of the Contract time limit, or within any time extension granted by District, then District will sustain damage, and that it may be impracticable to determine the actual amount of damage by reason of the delay. The parties therefore agree that Contractor shall pay District as damages the daily liquidated damages amount stated above for each and every day's delay in finishing the Work beyond the Work completion deadline. The parties agree that this liquidated damages provision is reasonable under the circumstances existing at the time the Contract was made. District shall have the right to deduct the amount of liquidated damages from any money due or to become due Contractor.

**2.38 Waiver of Interest**

District shall have no obligation to pay and Contractor hereby waives the right to recover interest with regard to monies which District must withhold by reason of judgment, order, statute or judicial process, or which it may withhold pursuant to this Contract.

**2.39 Claims and Resolution of Disputes**

(a) General. The parties intend that differences between the parties, arising under the Contract, be brought to the attention of the District at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The parties agree to initially strive to resolve all disputes amicably and in an informal manner. Any dispute resolved informally shall be documented by the District, and if the dispute resolution involves a change in the contract work, increase or decrease in the compensation due the Contractor, or adjustment in the time of completion of the Work, then the informal dispute resolution shall be confirmed by a Change Order pursuant to section [2.12](#). Informal discussions or negotiations with the District or its representatives concerning informal resolution of a dispute shall not toll or suspend the claim filing and other deadlines provided below, unless so provided by the District in writing. Willingness of the District to engage in any such discussions is not a waiver of the District's right to deny a claim or dispute based on lack of merit, or procedural deficiency, or both.

(b) Compliance Required. Contractor shall not be entitled to any additional time to complete Work or the payment of any additional compensation for claimed extra work (or otherwise on account of any claim of any additional compensation for claimed extra work occurrence) unless either District has issued a Change Order pursuant to section [2.12](#) or a

claim has been timely filed and approved pursuant to this section. If the Contractor fails to file a written claim within the claim deadline in section [2.39\(d\)](#), then the Contractor agrees that it was waived any right or remedy to thereafter pursue the claim against the District in any administrative, arbitration or litigation proceeding, and the District may elect to document this waiver.

(c) Scope of Claims. A claim for purposes of this section means a separate demand by the Contractor for (a) a time extension (including a demand for relief from damages or penalties for delay assessed by the District under the Contract), (b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount the payment of which is disputed by the District.

(d) Filing of Contract Claim; Contents; Filing Deadline

(i) The Contractor shall file any “Contract Claim” with the District. A Contract Claim must (a) be in writing, (b) be labeled or clearly indicated as a claim under the Contract, (c) set forth in detail the reasons why the Contractor believes additional compensation or a time extension is or may be due, the nature of the costs involved, and, insofar as possible, the amount of the claim, and (d) include (or reference earlier provided) documents that support and substantiate the claim as both entitlement and quantification of time, money, or both.

(ii) A Contract Claim must be submitted to the District within the following claim following deadlines:

- A. if a deadline is set forth in the Contract for filing of the particular claim, then the claim must be filed by the specified time;
- B. if the claim relates to extra, additional or unforeseen work for which the Contractor intends to demand additional compensation, a time extension, or both, notice shall be given to the District prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation or time extension, and Contractor shall not proceed with that work until so directed by the District; and
- C. for all other claims not included within (a) or (b), the claim must be filed on or before 15 days after the date of the occurrence, event or circumstance giving rise to the claim. In no event shall a Contract Claim be filed later than the date of final payment.

(e) Processing of Claims, Generally. This Contract provides for two types of Contract Claims, which will be processed and resolved under different subsections. Any claim for money or damages or for a time extension (i.e., any claim subject to Public Contract Code section 20104) shall be processed and resolved in accordance with section [2.39\(f\)](#). Any Contract Claim sent to District by registered mail or certified mail with return receipt requested (i.e., any claim subject to Public Contract Code section 9204) shall be processed and resolved pursuant to section [2.39\(g\)](#).

(f) Claims for Money, Damages, or for Time Extension

(i) District Response to Contract Claim. The District shall respond in writing to the Contract Claim within 60 days of receipt of the claim (or within 45 days of receipt for claims of less than \$50,000), or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt (or 15 days after receipt for claims of less than \$50,000) of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater. The District shall not fail to pay money as to any portion of a Contract Claim that is undisputed except as otherwise provided in the Contract.

(ii) Meet and Confer. If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may notify the District, in writing, either within 15 days of receipt of the District's response or within 15 days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such a demand, the District shall schedule to meet and confer conference within 30 days for the parties to consider settlement of the dispute. If the Contractor fails to timely demand a meet and confer conference within the applicable 15-day period, then the Contractor shall be deemed not to dispute the District's written response to the Contract Claim and the District's decision on the Contract Claim shall be final, conclusive and binding, and the Contractor shall be deemed to have waived all its rights to further protest, judicial or otherwise.

(iii) Government Code Claim. Following the meet and confer conference, if the Contract Claim or any portion remains in dispute, the Contractor may file a Government Code Claim as provided in Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910). The running of the period of time within which Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a timely Contract Claim pursuant to section [2.39\(d\)](#) until the time that the Contract Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process. The District shall respond to any Government Code Claim in accordance with the Government Claims Act.

(iv) Lawsuit. If the claim is not resolved pursuant to this section, the Contractor may file a lawsuit on the claim within the limitations period provided by the Government Claims Act. If the Contractor fails to timely file a lawsuit within the limitations period of the Government Claims Act, then the District's response to the Government Code Claim shall be final, conclusive and binding on the Contractor, and the Contractor thereafter shall be barred from filing a lawsuit on the claim.

(v) Mediation. If the Contractor timely files a lawsuit, then within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation (unless waived by mutual stipulation of both parties). The mediation process shall provide for the selection within 15 days by both parties of a

disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator. The mediator's fees and expenses shall be split and paid equally between the parties. The court may, upon request by any party, order any witnesses to participate in the mediation process.

(vi) Arbitration. If the matter remains in dispute following the mediation or if the parties waive the mediation, then the case shall be submitted to judicial arbitration pursuant to Code of Civil Procedure part 3, title 3, chapter 2.5 (commencing with section 1141.10), notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (Code of Civil Procedure part 4, title 3, chapter 3, article 3 (commencing with section 2016.010)) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The arbitrator shall be experienced in public works construction law. The arbitrator's fees and expenses shall be split and paid equally by the parties, except where the arbitrator, for good cause, determines a different division. The court may, upon request by any party, order any witnesses to participate in the arbitration process. Any party who, after receiving an arbitration award, requests a trial de novo but does not obtain a more favorable judgment shall (in addition to payment of any costs and fees under Code of Civil Procedure part 3, title 3, chapter 2.5 (commencing with section 1141.10)) pay the attorney's fees of the other party arising out of the trial de novo.

(vii) Interest. In any lawsuit filed under this subsection, District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the lawsuit is filed in court.

(g) Claims Subject to Public Contract Code section 9204

(i) The Contract Claim will be processed and resolved pursuant to Public Contract Code section 9204, which is summarized here:

- A. District Review of Claim. Within 45 days after receiving a complete Contract Claim, District shall review the claim and provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. District will pay any undisputed portion of the claim within 60 days from the date of the written statement. If District fails to timely issue a written statement, the claim shall be deemed rejected in its entirety.
- B. Meet and Confer Conference. If the Contractor disputes the District's written statement or if the Contract Claim is deemed rejected, the Contractor may demand and the parties will conduct an informal conference to meet and confer regarding settlement in accordance with section 9204, subsection (d)(2). Within 10 business days following the conclusion of the meet and confer conference, District shall provide Contractor a written statement identifying the portion (if any) of the claim remaining in dispute and any undisputed portion will be paid by District within 60 days after this written statement.

- C. Non-Binding Mediation. Any remaining disputed portion of the claim shall be submitted to nonbinding mediation in accordance with section 9204, subsection (d)(2).
- D. Interest. Any amount not paid in a timely manner as required by this subsection shall bear interest at a rate of 7 percent per annum until paid.

The foregoing is summary of section 9204. In the event of any conflict between the summary and section 9204, the statute will govern.

(ii) Lawsuit and Judicial Reference. If mediation is unsuccessful and all or parts of the Contract Claim remain in dispute, then the Contractor may pursue a lawsuit. If the Contractor timely files a lawsuit, the case shall be submitted to judicial reference pursuant to California Code of Civil Procedure sections 638 and 640 through 645.1 (or any successor statute) and California Rules of Court title 3, division 9 (commencing with section 3.900). As authorized by Code of Civil Procedure section 638, a referee will consider and decide all factual and legal issues in the action. Each party acknowledges that it will not have any right to a jury trial or to have any judicial officer besides the referee hear or decide the action. When Contractor initiates the superior court lawsuit, it will, at the same time it files the complaint in the action, also file a motion for appointment of a single referee.

- A. Appointment of a referee shall be by mutual agreement within 30 days between the parties, and if unsuccessful, then by the court and will be governed by Code of Civil Procedure section 640, and subject to objection by either party as provided by Code of Civil Procedure section 641. The referee must be a retired judge or a licensed attorney with at least ten years substantive experience in public works construction matters.
- B. The parties shall be entitled to discovery and the referee shall oversee discovery and may enforce all discovery orders in the same manner as a superior court judge. The referee shall have the authority to consider and rule on appropriate pre-hearing and post-hearing motions in the same manner as a superior court judge. The referee will have the authority to set a briefing and hearing schedule for any such motion or for a hearing on the merits.
- C. The referee's statement of decision shall include findings of fact and conclusions of law. The statement of decision will stand as the decision of the superior court and, upon filing of the statement with the clerk of the court, judgment may be entered pursuant to Code of Civil Procedure section 644, subsection (a). The parties will have rights to appeal the final judgment so entered.
- D. Each party will pay half of the costs of the referee and the administrative fees of the reference proceeding, and each party will bear its own costs, expenses and attorney fees for the reference proceeding.

(h) Contract Work Pending Claim Resolution. Unless otherwise directed in writing by the District, pending resolution of a claim under this section, the Contractor shall continue to diligently prosecute the Work in accordance with the Contract and the instructions of the District.

(i) Tort Claims. The provisions of this section apply only to contract-based claims and they shall not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910).

#### **2.40 Assignment of Anti-Trust Claims**

In entering into this Contract, Contractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S. Code, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the California Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Contract. The assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgement by the parties.

#### **2.41 Integration**

This Contract constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Contract, except those other documents that are expressly referenced in this Contract.

#### **2.42 Counterparts and Electronic Signatures**

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Contract are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

#### **2.43 Independent Contractor**

The relationship between District and Contractor is that of an owner and independent contractor, and all persons hired or employed by Contractor shall be Contractor's employees, agents or subcontractors.

#### **2.44 Governing Law**

This Contract shall be construed and enforced in accordance with, and the validity and performance of this Contract shall be governed by, the laws of the State of California.



**2.45 Waiver; Remedies**

Any waiver at any time by either party of its rights with respect to a breach or default or any other matter arising in connection with this Contract shall not be deemed to be a waiver with respect to any other breach, default or matter. The rights and remedies provided in this Contract are in addition to any of the rights and remedies provided by law.

**2.46 Severability**

The illegality or unenforceability of any provision of this Contract shall not render the other provisions unenforceable, invalid or illegal.

**2.47 Binding on Successors**

This Contract shall bind and inure to the benefit of the heirs, successors, assigns, and successor companies of the parties; however, Contractor shall not assign or transfer any rights, obligations or interest in the Contract without the prior written consent of District.

**2.48 Notices**

Any invoice, payment, notice, demand, request, consent, approval or notification of change of address that either party to this Contract may or is required to give to the other party will be in writing and signed for the party by an authorized officer and addressed to the addresses set forth above. All such notices will be deemed to have been received on the day of delivery if either personally delivered or sent by recognized national overnight courier service or three days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States post office for first-class delivery. Either party may change its address at any time by notifying the other party in writing of the change of address in accordance with this section.

Laurel Pond Intermediate and Shallow Depth Monitoring Well Installation Project

The parties enter into and execute this Contract effective on the date written above.

**For District:**

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**For Contractor:**

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**3 CONTRACTOR’S WORKERS’ COMPENSATION CERTIFICATE**  
(Labor Code Section 1861)

To: Mammoth Community Water District

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

**For Contractor**

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

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

4 PAYMENT BOND

KOWN ALL MEN BY THESE PRESENTS,

THAT, WHEREAS, the Mammoth Community Water District, hereinafter designated as the "District", has awarded to \_\_\_\_\_ hereinafter designated as the "Contractor" a Contract for the work described as follows:

**Laurel Pond Intermediate and Shallow Depth Monitoring Well Installation Project**

Mammoth Community Water District is seeking qualified well installation contractors to drill and install four monitoring wells around Laurel Pond east of the Town of Mammoth Lakes, California. The wells will range in depth from 25 to 48 feet below ground surface (ft bgs) and will be dual completion monitoring wells as described in the plans and specifications.

WHEREAS, the Contractor is required by the Contract and by the provisions of Division 4, Part 6 of the Civil Code to furnish a bond in connection with the Contract, as hereinafter set forth.

WHEREAS, the Contract by this reference is made a part hereof;

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, its heirs, executors, administrators, successors, assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any of the persons named in Civil Code Section 9100, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor as required by the provisions of Division 4, Part 6 of the Civil Code, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that Code, the Surety or Sureties hereon will pay for the same in amount not exceeding the sum specified in the Contract, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay

a reasonable attorney’s fee to the prevailing party to be fixed by the court. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond. And the Surety, for value received, hereby stipulates and agrees that not change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specification.

The address or addresses at which the principal and surety(ies) may be served with notices, papers and other documents under the California Bond and Undertaking Law (Code of Civil Procedure section 995.010 et seq.) is the following:

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

IN WITNESS THEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**For Contractor as Principal:**

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

**For Surety:**

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

(Seal)

(NOTE: The date of this bond must not be prior to date of Contract. If Contractor is a partnership, all partners should execute bond.)

**5 FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS,

THAT, WHEREAS, Mammoth Community Water District, hereinafter designated as the "District," entered into a Contract with \_\_\_\_\_, hereinafter designated as the "Contractor" for the work described as follows:

**Laurel Pond Intermediate and Shallow Depth Monitoring Well Installation Project**

Mammoth Community Water District is seeking qualified well installation contractors to drill and install four monitoring wells around Laurel Pond east of the Town of Mammoth Lakes, California. The wells will range in depth from 25 to 48 feet below ground surface (ft bgs) and will be dual completion monitoring wells as described in the plans and specifications.

WHEREAS, the Contractor is required under terms of the Contract to furnish a bond for the faithful performance of the Contract;

WHEREAS, the Contract is by reference made a part hereof;

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the above bounden Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the District, its directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in above-stated amount shall hold good for a period of one (1) year after the recording of the notice of completion, during which time if the Contractor, its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the District from loss or damage made evident during the period of one (1) year from the date of recording of the notice of completion, and resulting from or caused by defective materials or faulty workmanship in prosecution of the work done, the above obligation in the above-stated amount shall remain in full force and effect.

However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including, but not limited to, administrative and consultant costs, and reasonable attorney's fees to be fixed by the Court.

The address or addresses at which the principal and surety(ies) may be served with notices, papers and other documents under the California Bond and Undertaking Law (Code of Civil Procedure section 995.010 et seq.) is the following:

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

IN WITNESS THEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**For Contractor as Principal:**

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

**For Surety:**

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

(Seal)

(NOTE: The date of this bond must not be prior to date of Contract. If Contractor is a partnership, all partners should execute bond.)

## **APPENDIX A TECHNICAL SPECIFICATIONS**

### **Mammoth Community Water District Laurel Pond Intermediate and Shallow Depth Monitoring Wells Mono County, CA**

#### **SECTION 1 GENERAL**

##### **1.01 SUMMARY OF WORK**

The specifications presented herein are intended to provide the information necessary for all parties concerned with the work to know the nature and amount of equipment, materials, and the work required to successfully construct four (4) nested monitoring wells adjacent to the Laurel Pond, located 4 miles east of the Town of Mammoth Lakes, CA. The location of the drilling is shown in **Figure 1**. Drilling sites are on US Forest Service lands.

Mammoth Community Water District (MCWD) is the OWNER. UES, 6995 Sierra Center Pkwy, Reno, NV shall provide hydrogeologic services and oversight for the well drilling as Project GEOLOGIST. All drilling and well construction shall be conducted in accordance with the State of California and Mono County regulations for water well and related drilling, including State of California Well Construction Standards, Bulletin 74.

Drilling shall be completed using sonic drilling methods with a minimum 9-inch diameter borehole. Materials to be drilled include alluvium, glacial deposits and volcanic basalt rock. The alluvium and glacial deposits are comprised of sands, gravels, cobbles, boulders and clays. The basalt rock is fractured, jointed, dense, and at some locations highly permeable.

Each borehole will be completed with dual 2-inch diameter PVC casings. Each monitoring well completion will have two distinct screened intervals. Estimated depths for monitoring well completions are summarized in **Table 1**, but may vary depending on actual lithology encountered during drilling. A summary of total estimated to be drilled and completed under this contract is provided in the **Bid Schedule** included in the bid document.



**Table 1: Summary of Anticipated Monitoring Well Completions**

Monitoring Well ID	Est. Total Borehole Depth (ft)	Est. Top of Screen (ft)	Est. Bottom of Screen (ft)	Est. Depth to Basalt Rock Contact (ft)	Well Screened Lithology
LP MW 1S	25	4.5	24.5	25	Alluvium
LP MW 1I	48	27	47	25	Basalt
LP MW 2S	25	4.5	24.5	25	Alluvium
LP MW 2I	43	27	42	25	Basalt
LP MW 3S	20	4.5	19.5	20	Alluvium
LP MW 3I	44	23	43	20	Basalt
LP MW 4S	25	4.5	24.5	39	Alluvium
LP MW 4I	39	28	38	39	Alluvium

Note: Actual well completions will be determined based on conditions encountered during drilling.

**1.02 CONTRACT DRAWINGS**

The form and detail of the various features of the drilling and well construction work is shown on the following drawings accompanying and made a part of these specifications:

- Figure 1 – Monitoring Well Location Map
- Figures 2 through 5 – Monitoring Well Construction Schematic Drawings

**1.03 QUALIFICATION OF THE DRILLING CONTRACTOR**

The DRILLING CONTRACTOR, in order to qualify for award of the contract, shall be licensed in the State of California, hold an active C-57 Well Drilling Contractor’s license, and shall have experience in the construction of wells of similar design for a period of not less than 5 years.

**1.04 INSURANCE**

See Mammoth Community Water District Contract for Insurance requirements.

**1.05 PERMITS**

Permits required by the State of California, Mono County, the United States Forest Service, or any other agency having jurisdiction for construction of the monitoring wells shall be obtained by the OWNER, with assistance from the DRILLING CONTRACTOR if required.

**1.06 SITE ACCESS**

The drilling site is accessed by the US Forest Service improved and unimproved roads. Access to each monitoring well site shall be by existing roads.

**1.07 WORK AREA CONSTRAINTS AND SITE SECURITY**

The drilling area is minimally sloping range land and adjacent to an existing deep completed monitoring

well. Offset from the existing monitoring wells to the new monitoring wells shall be approximately 20 ft, and shall be located within the previously disturbed area. No site grading is envisioned to be necessary, although the DRILLING CONTRACTOR may remove brush and conduct site leveling if required, with all associated costs to be included in the Item No. 1 Mobilization.

Laurel Pond exists near each monitoring well site. The DRILLING CONTRACTOR shall be responsible for maintaining work within the area previously disturbed during the 2021 monitoring well installation, and avoiding any impacts to the adjacent range land and the pond, including if necessary, installation of BMPs for minimizing sediment discharge in event of precipitation during drilling activities. BMPs may include use of sediment fencing, waddles, and temporary berms.

### **1.08 WATER AND POWER**

The DRILLING CONTRACTOR shall make arrangements to obtain water from the OWNER at the OWNER's office at 1315 Meridian Boulevard, Mammoth Lakes, California. The DRILLING CONTRACTOR shall provide all equipment for hauling and storing water from the OWNER's office to the SITE. The DRILLING CONTRACTOR shall provide for all costs of supplying water for the drilling project, which shall be included in the Mobilization tasks of Unit Bid Schedule.

The DRILLING CONTRACTOR shall provide all power required for operations under the Contract.

### **1.09 ON-SITE SANITATION**

No restroom facilities are available on site. The DRILLING CONTRACTOR shall provide for a portable toilet facility for the duration of all related work for test well drilling, pumping and related well drilling work. The cost for the portable toilet shall be included in the Mobilization tasks of Unit Bid Schedule.

### **1.10 EXCAVATIONS**

Excavations shall be properly marked, barricaded and maintained in a safe manner during periods of work and unattendance. The DRILLING CONTRACTOR shall bear sole responsibility for open excavations made by the DRILLING CONTRACTOR during conduct of work. All excavations or pits built by the DRILLING CONTRACTOR shall be backfilled with fill acceptable to the OWNER.

### **1.11 EXISTING UTILITIES**

The DRILLING CONTRACTOR shall be fully responsible for the protection of all existing surface and underground utilities during all phases of the work. The DRILLING CONTRACTOR shall repair, at their expense, any damages to existing facilities caused directly or indirectly by his operations.

### **1.12 COLLAPSE OF BOREHOLE**

Collapse of borehole during drilling or well construction shall be reported immediately to GEOLOGIST. A determination as to the fitness of the borehole for completion of well construction will be made by GEOLOGIST. Should the collapsed borehole be determined to be questionably fit for completion of the well, the borehole shall be abandoned and a new borehole drilled by the DRILLING CONTRACTOR, at the DRILLING CONTRACTOR's expense.

### **1.13 REPAIR AND CLEANUP**

Following completion of work, the DRILLING CONTRACTOR shall remove from the premises all temporary structures, fences, and excess materials, tools, and equipment used in the execution of his work, and shall dispose of all debris resulting from his work in accordance with local, state and federal regulations. The premises shall be graded to original elevation and left in a neat, pleasing appearance. The DRILLING CONTRACTOR shall repair any damage to public street improvements, flood control, or other facilities damaged by DRILLING CONTRACTOR.

### **1.14 RECORDS**

The DRILLING CONTRACTOR shall keep records providing the following information:

- (a) A complete daily drilling log and record on the well shall be furnished to GEOLOGIST and OWNER. The log shall show each formation drilled from ground surface to total depth.
- (b) The DRILLING CONTRACTOR shall collect a large representative samples continuously in 2 to 5 foot intervals and shall place them in sample bags. The DRILLING CONTRACTOR shall label the collection depth of each core sample bag. The method of taking and labeling samples shall be approved by GEOLOGIST. The cost of this work is to be included in the price bid for construction of the well.
- (c) Development and test records, maintained on an hourly basis, showing production rate, water level, pumping water level drawdown, production of sand, and all other pertinent information concerning development and production testing of the well. The DRILLING CONTRACTOR shall provide a Rossum Sand Tester or approved alternative to monitor sand content during development. Daily total discharge from the well shall be provided for compliance with a potential temporary discharge permit. The cost of this work is to be included in the price bid for development of the well.
- (d) The final well log which shall show: diameter, wall thickness, depths and quantities of casing and screen installed; well screen type and aperture size; cemented sections; gradation of gravel envelope; quantity of gravel initially installed, quantity of gravel added during development operations; quantity of material removed during development operations; and all other pertinent details.

### **1.15 HEALTH AND SAFETY PLAN**

The DRILLING CONTRACTOR shall provide a site-specific Health and Safety Plan for the work specified herein. It shall be solely the DRILLING CONTRACTOR's responsibility to conduct daily safety meetings at the work site and to enforce all standard health and safety practices at the work site. DRILLING CONTRACTOR shall supply personnel protection equipment and engineering controls in compliance with California Division of Industrial Safety and OSHA regulations and recommendations. The cost for this work shall be included in Item 1 (Mobilization) of the bid table.

### **1.16 SCHEDULE**

All on-site work shall begin no earlier than June 15, 2025 and shall be complete no later than September 30, 2025. See Section 1.16 of these specifications for submittal requirements.

## **1.17 SUBMITTALS**

The DRILLING CONTRACTOR is responsible for the following submittals:

- a) Schedule of Work – Within 10 days after Date of the Contract the DRILLING CONTRACTOR shall submit a schedule detailing the start and end dates of the project, and set start and end dates for major components of each well including drilling, well construction, and well development. The schedule shall show the work beginning no sooner than June 15, 2025 and ending no later than September 30, 2025. If the DRILLING CONTRACTOR does not complete the work within the approved schedule, or schedule updated by any change orders, the DRILLING CONTRACTOR will be responsible for paying liquidated damages as detailed in Section 2.37 of the contract.
- b) Final Well Log – The DRILLING CONTRACTOR shall submit the final well log to the OWNER within 14 days of completion of drilling.
- c) State of California Well Completion Submittal – The DRILLING CONTRACTOR shall submit a well completion report in compliance with California Water Code Section 13751 within 60 days of completion of the work. Retention will not be released until the Well Completion Report has been submitted to the State.
- d) Product and Material Submittals – DRILLING CONTRACTOR shall submit documentation for all products and materials to be installed for review by the OWNER and GEOLOGIST prior to mobilization to site. OWNER or GEOLOGIST shall respond to submittal within 3 working days of submission.
- e) Health and Safety Plan – The DRILLING CONTRACTOR shall submit a Health and Safety Plan in accordance with Section 1.15 of this document at least two weeks prior to mobilization. The OWNER will review the Health and Safety Plan within 3 working days of receipt, and notify the DRILLING CONTRACTOR of approval or deficiencies. The DRILLING CONTRACTOR shall not begin work without an approved Health and Safety Plan.

## **SECTION 2.0**

### **MATERIALS TO BE FURNISHED BY DRILLING CONTRACTOR**

#### **2.01 WELL CASING AND SCREEN**

- (a) BLANK WELL CASING: All blank monitoring well casing shall be new quality, 2-inch ID, Schedule 40 PVC pipe with flush threaded joints. The ends of each joint (both screen and blank casing) shall have flush threads with a watertight seal that adhere to ASTM F480. This shall be included in the cost of Item 3 of the Bid Schedule.
- (b) WELL SCREEN: All monitoring well screen shall be new quality, 2-inch ID, Schedule 40 PVC pipe with flush threaded joints and factory mill slot perforations of 0.020-inch slot size. The ends of each joint (both screen and blank casing) shall have flush threads with a watertight seal that adhere to ASTM F480. This shall be included in the cost of Item 4 of the Bid Schedule.
- (c) BOTTOM CAP: The bottom of the monitoring well casing shall be fitted with a 2-inch thread on PVC bottom cap. This shall be included in the cost of Item 4 of the Bid Schedule.
- (d) TOP CAP: A water-tight top cap for 2-inch ID pipe shall be provided for each monitoring well casing.

This shall be included in the cost of Item 3 of the Bid Schedule.

(e) Actual depth intervals of well screen and blank casing will be dependent on the final monitoring well design, to be based on review of the drilled cuttings and to be determined by GEOLOGIST.

**2.02 CEMENT GROUT**

All cement used on the work shall be a standard brand Portland Cement conforming to the "Specifications for Portland Cement" (ASTM Designation C 150 Type II). Unless otherwise approved, cement grout used for well construction shall be a 10.5-sack sand slurry mix, meeting the California statutory requirements for sanitary seal materials. This shall be included in the cost of Item 7 of the Bid Schedule.

**2.03 BENTONITE SEAL**

All bentonite seal materials shall be time-release coated bentonite pellets of 1/4-inch size, and shall be free of dirt and foreign matter. All bentonite materials shall be in conformance with California well construction regulations. This shall be included in the cost of Item 6 of the Bid Schedule.

**2.04 GRAVEL PACK**

All gravel for packing shall be comprised of clean silica sand, and shall be hard, natural, select, water-worn sand/gravel washed clean of silt, sand, dirt, and foreign matter and chemically inert. Crushed gravel will not be accepted. The gravel pack shall:

1. have an average specific gravity of not less than 2.5.
2. not more than 5% of filter pack material shall be soluble in hydrochloric acid.
3. contain no iron, manganese, copper, lead, or other heavy metals that will affect the quality of the well water.

Gravel shall be subject to the approval of GEOLOGIST, and shall conform with the gradation provided below. The gravel, if stockpiled at the well site, shall be kept free of all foreign matter.

GRAVEL PACK SIEVE SIZES  
(PERCENTAGES PASSING U.S. STANDARD SIEVE SIZES)

#8	#10	#12	#16	#20
80-100%	40-80%	10-40%	2-10%	0-2%

The gravel pack shall be included in the cost of Item 5 of the Bid Schedule.

## **SECTION 3**

### **DRILLING AND CONSTRUCTION OF MONITORING WELLS**

#### **3.01 DRILLING**

The drilling of the borehole shall be accomplished by resonance sonic drilling methods. Prior to borehole advancement, all down-hole tools will be decontaminated prior to use. A borehole, having a minimum diameter of 9 inches, shall be drilled to anticipated depths of 39 to 48 ft. The exact depth of the borehole will be determined by the GEOLOGIST during drilling and shall be dependent on the depth and occurrence of alluvium, basalt rock and water bearing zones. Core samples collected during drilling using the sonic method shall be provided to the GEOLOGIST for logging. Cuttings shall be stockpiled in neat and orderly manner on land surface in the drilling work area prior to disposal by the DRILLING CONTRACTOR.

The DRILLING CONTRACTOR shall pause drilling at the direction of the GEOLOGIST for periods of up to 30 minutes to allow for measurement of static water levels inside the drill pipe.

#### **3.02 WELL CASING**

Monitoring wells shall be constructed within the drill pipe to depths and screened intervals to be finalized by the GEOLOGIST. The drilling contractor shall install the 2-inch ID casing for the deep monitoring well, gravel pack to the designated depth (1-2 ft above the top of screen), and place a bentonite seal above the gravel pack to isolate the deep screened interval. The drill pipe may be retracted as the gravel pack and bentonite seal is being placed.

The shallow monitoring well shall then be installed within the drill pipe to the final monitoring well design depths specified by the GEOLOGIST, and shall include installation of gravel pack from the base of the deep monitoring well bentonite isolation seal to the 1-2 ft above the shallow monitoring well screened interval. A bentonite seal shall be placed on top of the gravel pack, followed by placement of neat cement to the surface with installation of a steel wellhead protective vault.

Reference is made to **Figures 2-5**, monitoring well construction schematic drawings.

#### **3.03 GRAVEL PACK**

The annular space between the monitoring well screen and the side of the well bore shall be filled with clean silica gravel (see Section 2.04) from the total depth of the borehole up to 1 to 2 ft above the screened interval for the deeper monitoring well, and above the bentonite seal to 1 to 2 ft the screened interval for the shallow monitoring well. The gravel pack placement shall be conducted in a manner that ensures that no bridging or voids in the gravel pack zone occur.

#### **3.04 BENTONITE SEAL**

Time-release coated bentonite pellets shall be placed at the final depths to be determined by the GEOLOGIST to isolate the screened intervals of the deep and shallow monitoring wells. Placement shall be conducted by the DRILLING CONTRACTOR in a manner that prevents bridging. If the

bentonite pellets are installed at depths above the water table, then potable water shall be added to the hydrate the pellets after placement, at a volume of 5 gallons per 2 ft thickness of seal. The coated bentonite pellets shall be left undisturbed for a period of not less than 4 hours before continuation of monitoring well construction, and in accordance with manufacturer guidelines to achieve proper hydration.

### **3.05 CEMENT SANITARY SEAL**

Neat cement grout mixture of Portland cement and water (potable quality) shall be placed in the annular space between the borehole wall and the monitoring well casing above the upper bentonite seal for the shallow monitoring well. The neat cement shall consist of 1 sack (94 lbs) of cement per 5-6 gallons of water. The cement grout shall be placed up to ground surface, and allow to cure for a minimum of 48 hours after place before well development activities.

### **3.06 WELLHEAD PROTECTIVE VAULT**

The monitoring well shall be completed with a lockable steel wellhead protective casing at the land surface, consisting of a minimum 8-inch diameter steel casing extending 2.5 ft above land surface, set in the cement grout to a depth of at least 2 ft below land surface, and completed with a 3 ft by 3 ft concrete pad of minimum 4 inch thickness, and sloping away from the well. This shall be included in the cost of Item 7 of the Bid Schedule.

### **3.07 WELL DEVELOPMENT BY SWABBING AND BAILING**

After a minimum cure time of 48 hours after placement of the cement sanitary seal, monitoring well development shall be conducted using swabbing, airlifting and bailing methods. The monitoring well shall be swabbed, airlifted, and bailed until the well is no longer producing turbid water, and turbidity is below 10 NTU as measured by the GEOLOGIST. Upon completion of development, the bottom of the well shall be cleaned of all mud, sand, and sediment using an open-ended airline or bailer.

Development discharge may be made to land surface at a suitable location outside the immediate work area, using appropriate BMPs to be provided by the DRILLING CONTRACTOR promote infiltration and limit runoff and erosion. Discharge locations may be up to 100 feet from the drill site.

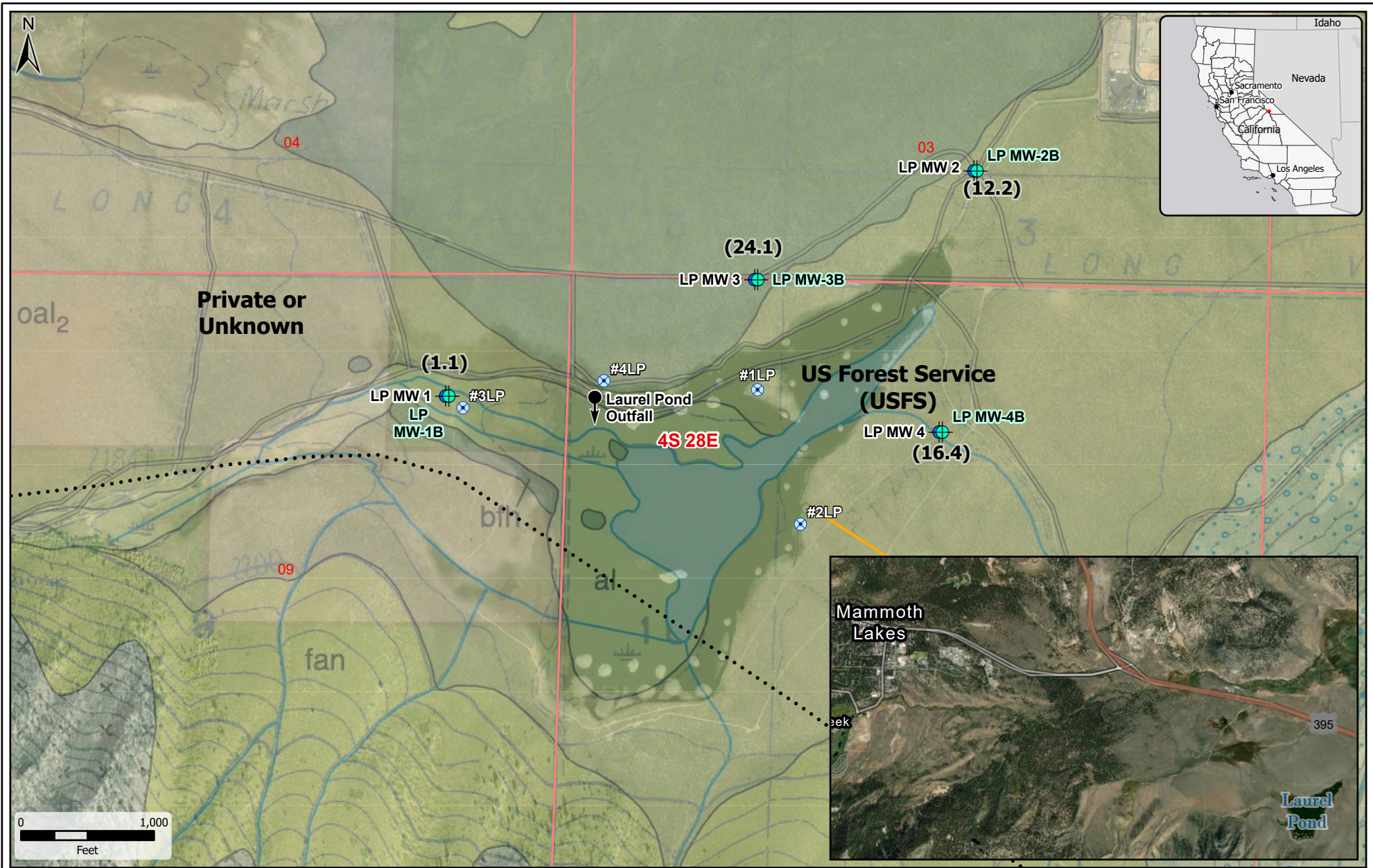
This shall be included in the cost of Item 8 of the Bid Schedule.

## **SECTION 4 WELL VIDEO**





### **4.02 VIDEO INSPECTION**


The GEOLOGIST shall complete a down-hole video log of the completed well. Any damage to the casing shall be repaired at the expense of the DRILLING CONTRACTOR in manner satisfactory to the GEOLOGIST prior to final acceptance of the well.








Last saved by H.Chambers on 10/21/2024 at 11:25

-  New Monitoring Well
-  Destroyed Monitoring Well
-  Existing Monitoring Well
-  Laurel Pond Outfall

- Quaternary Faults**  
Based on time of most recent surface deformation
-  undifferentiated Quaternary (<1.6 million years), inferred location

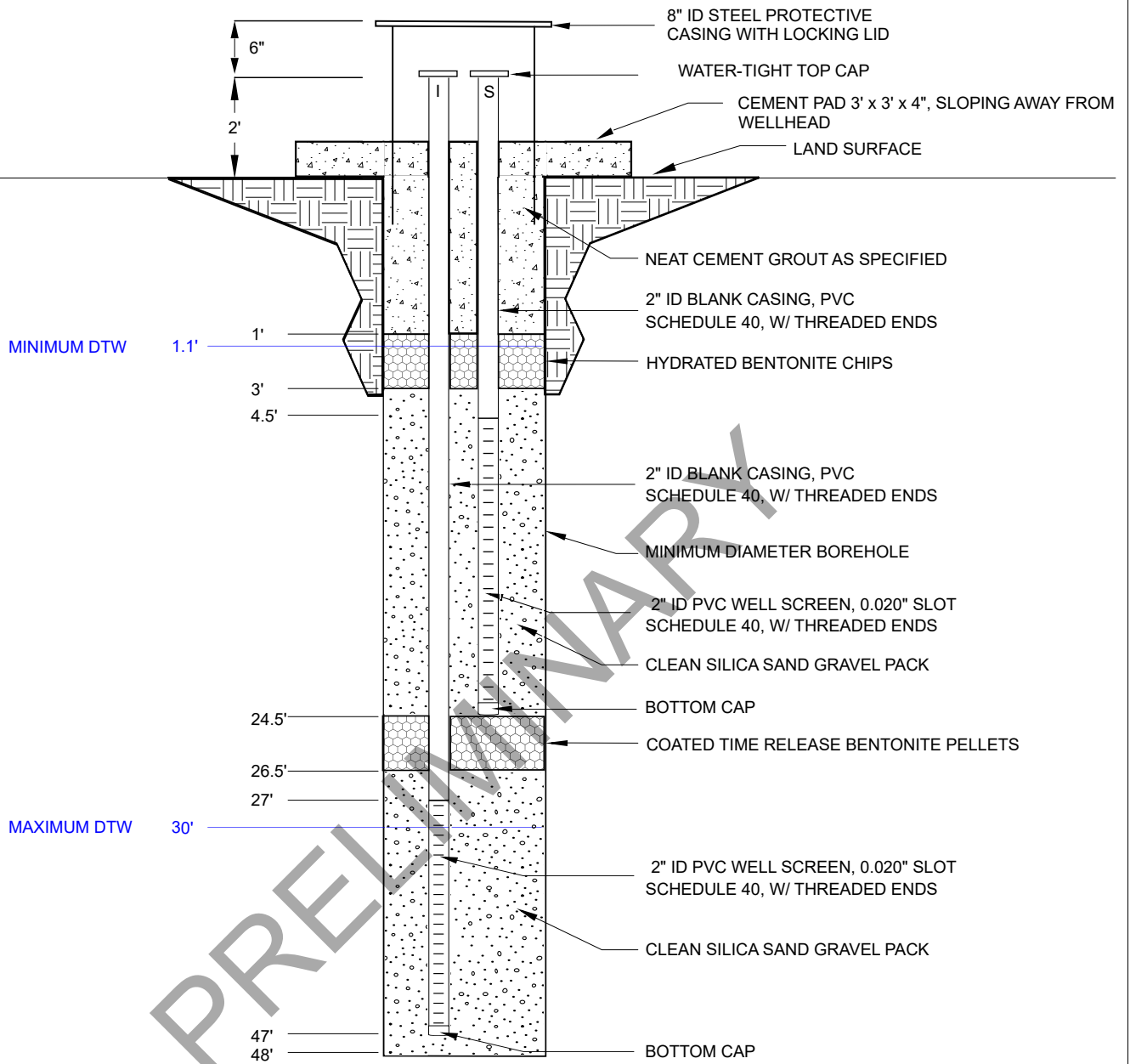
-  latest Quaternary (<15,000 years), well constrained location
- Land Status**
-  US Forest Service (USFS)
  -  Unknown

**FIGURE 1**  
Site Map  
-showing-  
New Monitoring Wells  
Laurel Pond  
Mono County, California

Client: Laurel Pond	
Project Code: MCWD002	
NAD 1983 UTM Zone 11N	
H.Chambers	10/21/2024







\* NOTE: FINAL WELL DEPTH AND SCREENED INTERVALS TO BE DETERMINED IN FIELD BASED ON ACTUAL CONDITIONS ENCOUNTERED.

NOT TO SCALE (NTS)

Title: **Laurel Pond Monitoring Well Construction Schematic (LPMW-1S & LPMW-1I)**

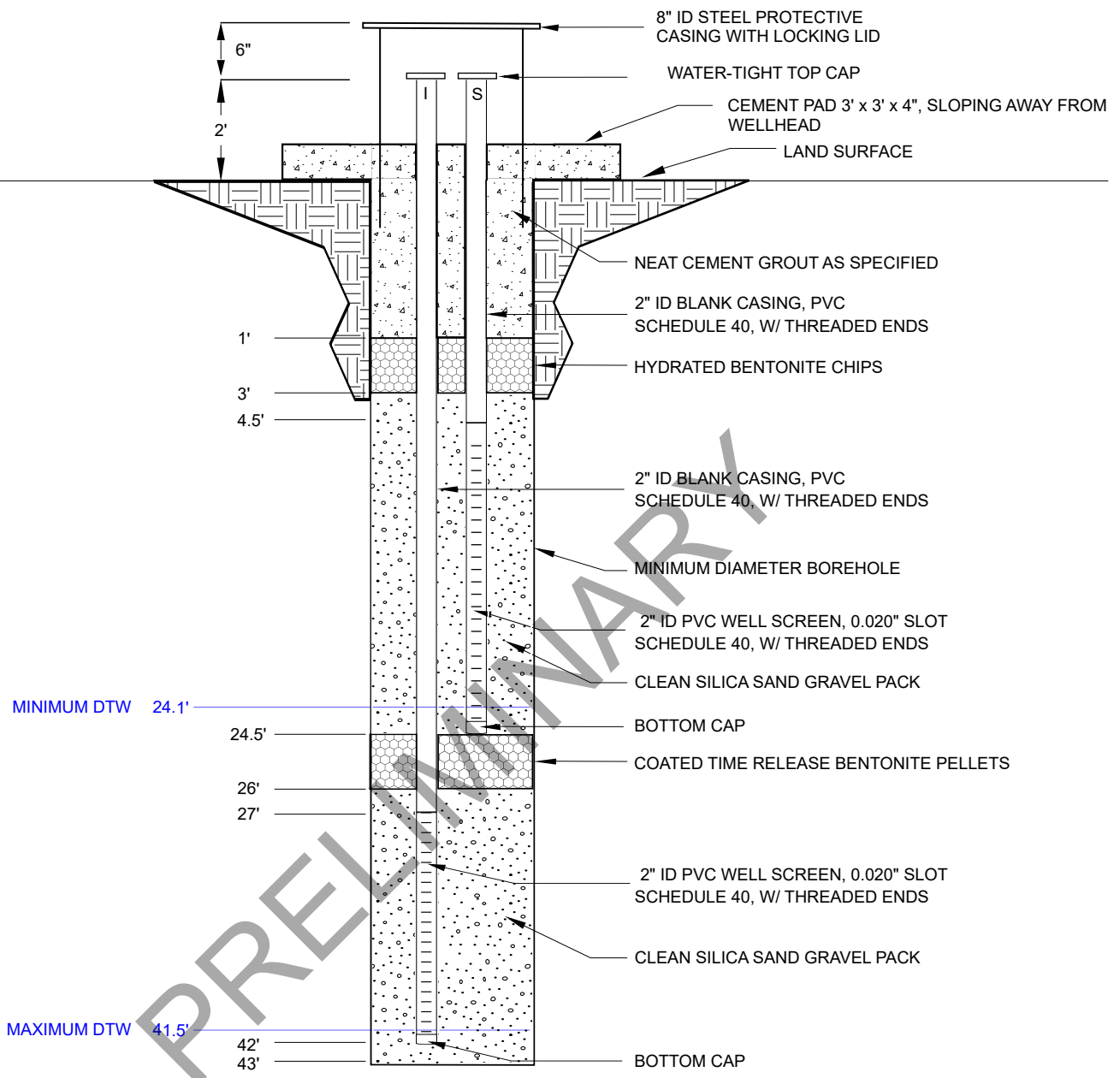
Project Name: **Monitoring Wells**

Project Number: **MCWD002**

Figure: **2**

Client Name: **Mammoth Community Water District**

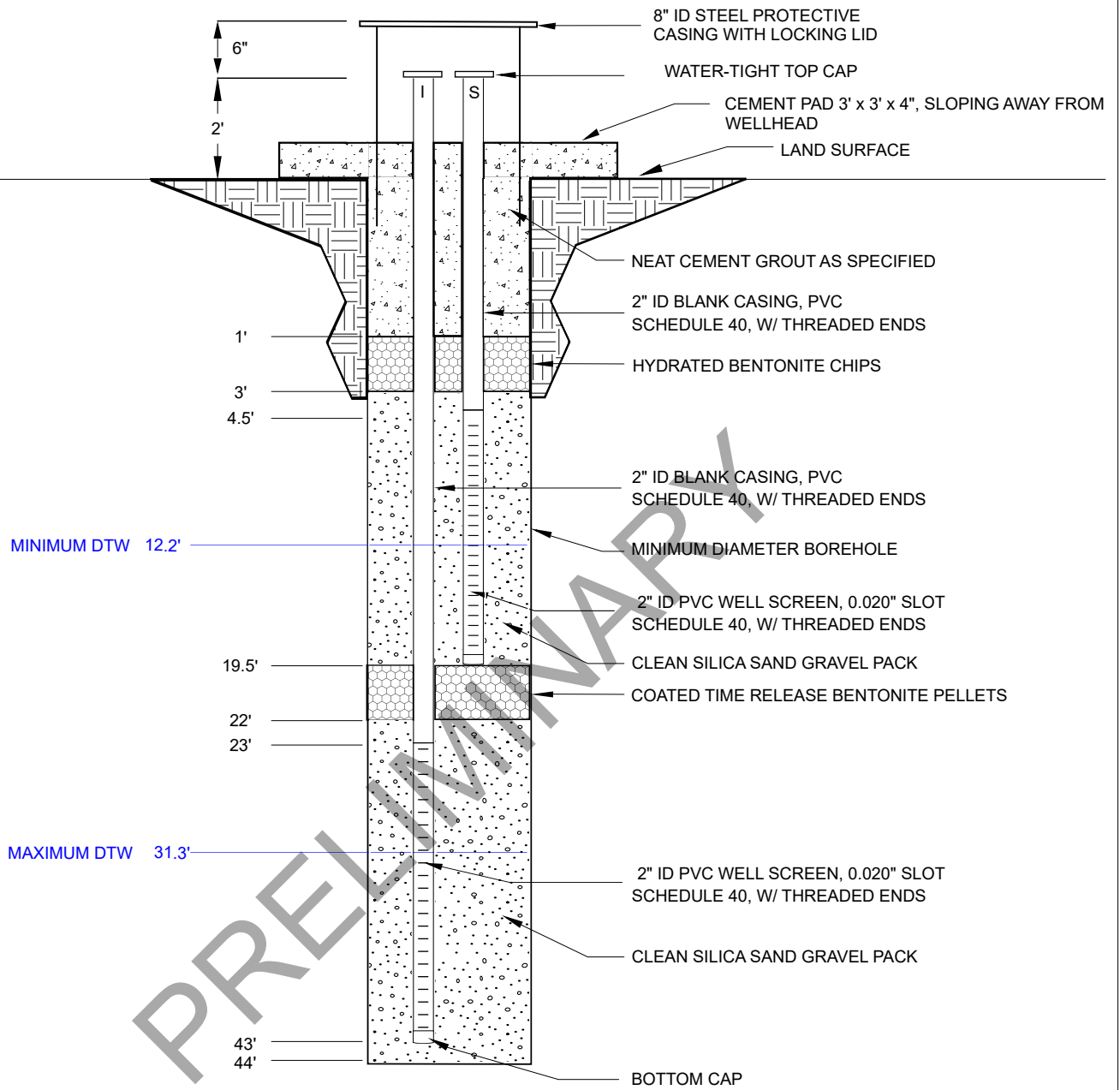
Date: **1/21/2025**



\* NOTE: FINAL WELL DEPTH AND SCREENED INTERVALS TO BE DETERMINED IN FIELD BASED ON ACTUAL CONDITIONS ENCOUNTERED.

NOT TO SCALE (NTS)

Title: <b>Laurel Pond Monitoring Well Construction Schematic (LPMW-2S &amp; LPMW-2I)</b>		
Project Name: <b>Monitoring Wells</b>	Project Number: <b>MCWD002</b>	Figure: <b>3</b>
Client Name: <b>Mammoth Community Water District</b>	Date: <b>1/21/2025</b>	



\* NOTE: FINAL WELL DEPTH AND SCREENED INTERVALS TO BE DETERMINED IN FIELD BASED ON ACTUAL CONDITIONS ENCOUNTERED.

NOT TO SCALE (NTS)

Title: **Laurel Pond Monitoring Well Construction Schematic (LPMW-3S & LPMW-3I)**

Project Name: **Monitoring Wells**

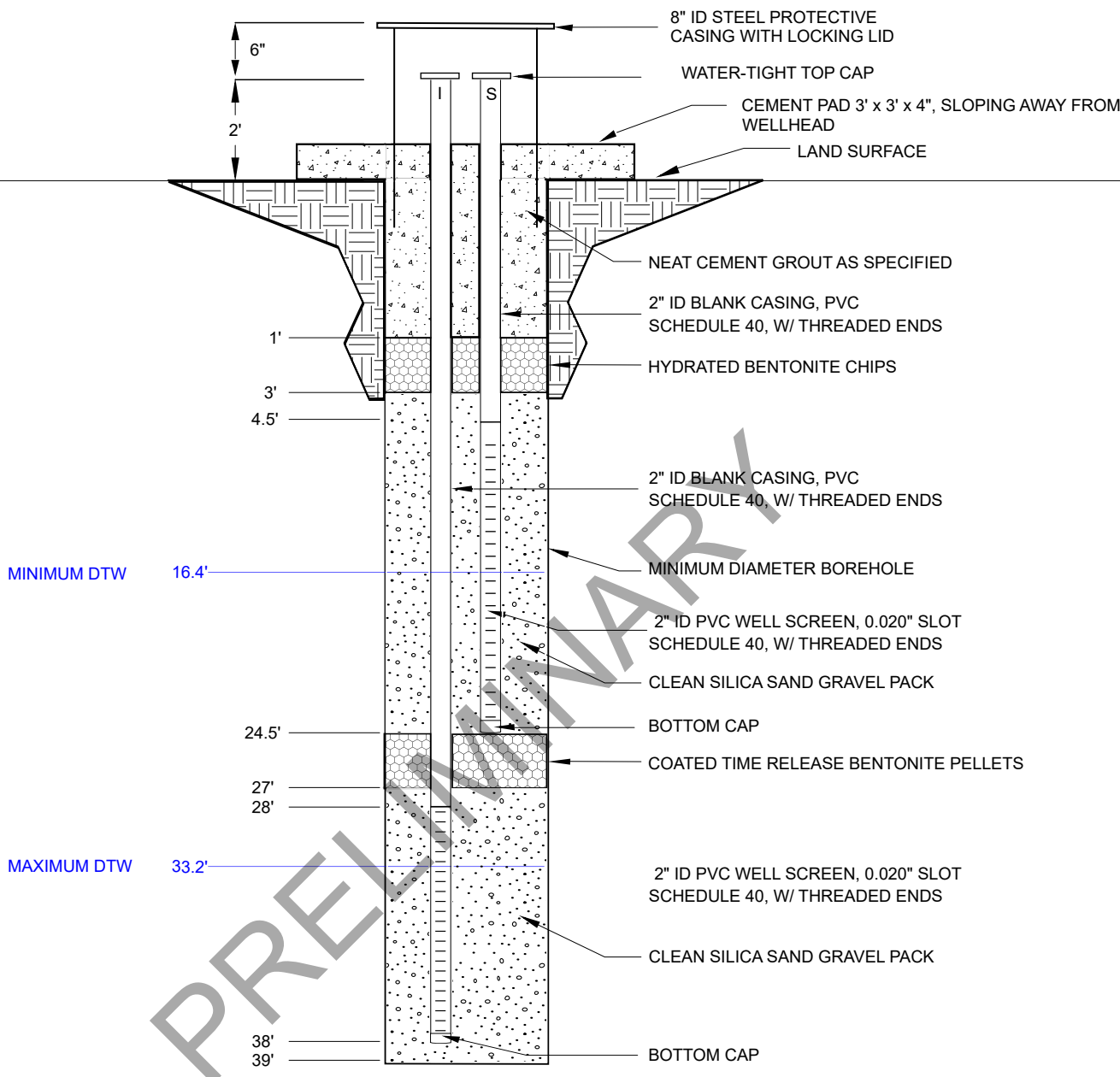
Project Number: **MCWD002**

Figure:

**4**

Client Name: **Mammoth Community Water District**

Date: **1/21/2025**



\* NOTE: FINAL WELL DEPTH AND SCREENED INTERVALS TO BE DETERMINED IN FIELD BASED ON ACTUAL CONDITIONS ENCOUNTERED.

NOT TO SCALE (NTS)

Title: **Laurel Pond Monitoring Well Construction Schematic (LPMW-4S & LPMW-4I)**

Project Name: **Monitoring Wells**

Project Number: **MCWD002**

Figure: **5**

Client Name: **Mammoth Community Water District**

Date: **1/21/2025**