

# **NORTH TAHOE PUBLIC UTILITY DISTRICT**

**TAHOE VISTA, CALIFORNIA**



## **CONTRACT DOCUMENTS AND SPECIFICATIONS FOR NTPUD SNOW REMOVAL 2022 – 2024 SEASONS**

JULY 1, 2022

### **ATTENTION**

OFFICIAL BID DOCUMENTS ARE AVAILABLE ON PLANETBIDS.  
LINK TO NTPUD'S VENDOR PORTAL IS AVAILABLE AT:  
[www.ntpud.org/contractor-notices](http://www.ntpud.org/contractor-notices)

IT IS HIGHLY RECOMMENDED ALL PROSPECTIVE BIDDERS REGISTER ON  
PLANETBIDS FOR LATEST PROCUREMENT DOCUMENTS/ADDENDA.  
\*\*BIDDERS MUST ACKNOWLEDGE ALL ADDENDA ON BID FORM\*\*

**NORTH TAHOE PUBLIC UTILITY DISTRICT**  
**CONSTRUCTION CONTRACT DOCUMENTS AND SPECIFICATIONS**  
**NTPUD SNOW REMOVAL 2022 – 2024 SEASONS**

**1. PARTIES AND DATE.**

This Contract is made and entered into this [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*] by and between the North Tahoe Public Utility District, a public agency and public corporation of the State of California (“District”) and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

**2. RECITALS.**

2.1 District. District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the District on the terms and conditions set forth in this Contract. Contractor represents that it has a Placer County Business license and is duly experienced in providing Snow Removal Services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of District. Per the California Contractor’s State License Board, a California Contractor’s License is **NOT** required for snow removal.

2.3 Project. District desires to engage Contractor to render such services for the NTPUD Snow Removal 2022 – 2024 Seasons (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract within ten (10) working days after the District provides the successful bidder with the Notice of Award.

**3. TERMS**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Notice Inviting Bids
- Instructions to Bidders (Exhibit “A”)
- Proposal Form (Exhibit “B”)
- Special Provisions (Exhibit “C”)
- Snow Removal Areas (Exhibit “D”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “E”)
- Public Works Contractor Registration Certification (Exhibit “F”)
- Payment and Performance Bonds (Exhibit “G”)

- Addenda
- Contractor's Bid
- Change Orders executed by the District

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. Special Provisions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference. The Snow Removal Areas are further described in Exhibit "D" attached hereto and incorporated herein by this reference.

3.2.1 Term. The term of this Agreement shall be from November 1, 2022 to April 30, 2025, unless earlier terminated as provided herein. The District shall retain the option to extend the contract for three (3) additional one-year terms at the sole discretion of the District. Contractor understands that this contract shall not bind nor purport to bind the North Tahoe Public Utility District for any contractual commitment in excess of the original contract. A one-time per year adjustment shall be accepted by the North Tahoe Public Utility District for subsequent years after the initial term of this agreement. This adjustment shall be based on the Western States Consumer Price Index, 12 months ending May data, published in June. The request must be submitted in writing to the North Tahoe Public Utility District no later than April 30<sup>th</sup> of the year in which the escalator shall apply. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2.2 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the District. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the District may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.3 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the District may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the District may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of

Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the District's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract as stated in Exhibit "C" beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the District will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the District as fixed and liquidated damages the sum of Five Hundred Dollars (\$500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any

additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 District's Basic Obligation. District agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the District shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, District agrees to pay Contractor at the rates set forth in Exhibit "B" provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the District.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, District will arrange for payment of the Total Contract Price upon completion and approval by District of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, District will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the District an itemized application for payment in the format supplied by the District indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the District may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. District shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the District, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective

Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

**3.7.6 Substitutions for Contract Retentions.** In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any monies withheld by the District to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, and thereafter the District shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the District has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the District.

**3.7.7 Title to Work.** As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the District at the time of payment. To the extent that title has not previously been vested in the District by reason of payments, full title shall pass to the District at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the District, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

**3.7.8 Labor and Material Releases.** Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by District.

**3.7.9 Prevailing Wages.** Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business

and at the project site. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 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 by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to District, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Effective March 1, 2015, pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work

performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the District. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### 3.8 Performance of Work; Jobsite Obligations.

#### 3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage District, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.



3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the District and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, District may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. District reserves the right to defend any enforcement action brought against the District for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the District for the costs (including the District's attorney's fees) associated with, any settlement reached between the District and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by District, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, District will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance

with any law, rule or regulation, it shall promptly notify the District in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. District is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing District permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any District permits, Contractor shall pay the District's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.6 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.

3.8.7 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.8 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the District, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the District. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than the date of final payment. The claim shall be submitted in writing to the District and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules

(E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.4 District's Response. Upon receipt of a claim pursuant to this Section, District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, District shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, District may request in writing additional documentation supporting the claim or relating to defenses or claims District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of District and the Contractor.

3.10.4.3 District's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt 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.

3.10.5 Meet and Confer. If the Contractor disputes District's written response, or District fails to respond within the time prescribed, the Contractor may so notify District, in writing, either within 15 days of receipt of District's response or within 15 days of 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 receipt of a demand, District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, District shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after District issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with District and the Contractor sharing the associated costs equally. District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by District and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. 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.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the District. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. District's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. District's failure to respond shall not waive District's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by District. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the District may terminate this Contract pursuant to Section 3.17.3; provided, however, that the District needs to provide Contractor with only one (1) day advanced written notice.

### 3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the District or the District's agents, servants, or independent contractors who are directly responsible to the District, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against District or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, employees, agents and

authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, employees, agents and authorized volunteers.

### 3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract 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 Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the District to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the District, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the District, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the District guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.



3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the District, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the District in writing.

3.13.9 Reporting of Claims. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

### 3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by District in Exhibit "G" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Payment Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.14.2 Performance Bond. If specifically requested by District in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Performance Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.14.3 Bond Provisions. Should, in District's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from District. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the District. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the District, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. If Contractor fails to furnish any required bond, the District may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the District.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "F" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

### 3.17 General Provisions.

3.17.1 District's Representative. The District hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the District ("Contractor's Representative"). Following approval by the District, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the District, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the District, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the District's written approval.

3.17.3 Termination. This Contract may be terminated by District at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by District for any reason other than the fault of Contractor, District shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, District may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset District's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, District may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from District, the matter shall be referred to District's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the 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.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section

16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the District tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**CONTRACTOR:**

[\*\*\*INSERT CONTRACTOR NAME AND ADDRESS\*\*\*]  
Attn: [\*\*\*INSERT CONTRACTOR REP. NAME AND TITLE\*\*\*]

**DISTRICT:**

North Tahoe Public Utility District  
875 National Avenue  
PO Box 139  
Tahoe Vista, CA 96148  
Attn: Utility Operations Manager

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Placer, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Contract, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Work.

3.17.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.18 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.19 District's Right to Employ Other Contractors. District reserves right to employ other contractors in connection with this Project or other projects.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE  
TO  
NORTH TAHOE PUBLIC UTILITY DISTRICT  
NTPUD SNOW REMOVAL 2022-2024 SEASONS**

**NORTH TAHOE PUBLIC UTILITY DISTRICT**

**[\*\*INSERT CONTRACTOR NAME\*\*]**

By: \_\_\_\_\_  
Bradley A. Johnson, P.E.  
General Manager/  
Ex-Officio Secretary

By: \_\_\_\_\_  
[\*\*INSERT NAME\*\*]  
[\*\*INSERT TITLE\*\*]

*Attest:*

By: \_\_\_\_\_  
[\*\*INSERT NAME\*\*]  
[\*\*INSERT TITLE\*\*]

By: \_\_\_\_\_  
Department Head

## EXHIBIT "A"

### INSTRUCTIONS TO BIDDERS

1. Project information:
  - A. Project Name: **NTPUD Snow Removal  
2022 – 2024 Seasons**
  - B. Project Location: **Tahoe Vista, Kings Beach & Carnelian Bay, CA**
  - C. Owners Name: **North Tahoe Public Utility District**
2. This document contains instructions to bidders for the project named above. This document is considered part of the Contract Documents.
3. Bid and Contract Documents may be obtained from PlanetBids using the following link: <https://ntpud.org/contractor-notices>; then click "Access NTPUD PlanetBids Vendor Portal"; then click "Bid Opportunities".
4. Submission of Bids: Submit Bids no later than the time and date below. Late submissions will not be considered. Submit bids in sealed envelopes, labeled with the project name and bidder's name on the outside of the envelope. Mark the envelope: **"BID: NTPUD Snow Removal 2022-2024 Seasons"**.

Submit Bid To:

**North Tahoe Public Utility District  
875 National Avenue  
PO Box 139  
Tahoe Vista, CA 96148**

Bids Due By:

**2:00 PM on August 3, 2022**

5. Bids must be made on the official Proposal form (not the Form of Agreement) furnished with the Solicitation Documents. In order for the bid to be considered complete, bidders must fill in the following:
  - A. The unit price and itemized subtotals of each bid item.
  - B. The total of the bid (both numerically and written).
  - C. The amount of the bid guarantee (both numerically and written).
  - D. The official firm name and business address of all subcontractors.
  - E. Acknowledgement of all addenda to the project.
  - F. The bidder's address and contact information
  - G. Not Used
  - H. The proposal **must be signed and dated by the bidder** (either as an individual, a partnership or a corporation).

Bids must also be accompanied by References and Qualifications of the Contractor, including the following information:

- a. Number of years in business.
- b. Size and experience of the firm.

- c. Key personnel and resume(s).
- d. Names and contact persons for at least three (3) cities, counties, commercial customer such as grocery center, resort or shopping center, special district, or similar type of property wherein similar projects/contracts have been completed.

Note: The Form of Agreement is included in the Solicitation Documents for reference only. The Form of Agreement should not be included as part of the bid documents submitted by the Contractor.

- 6. All proposals shall be accompanied by a Corporate Surety Bond, Cashier's Check, or other approved form of bid security in an amount which shall not be less than ten percent (10%) of the grand total of the bid. The District does not have a standard bond form. Contractor shall provide the standard Corporate Surety Bond form from their bonding company.
- 7. Bids will be opened in public. Bidders may be present. Bids may not be withdrawn for 30 calendar days after receipt of bids. Announcements of bid results will be made within 14 days after receipt of bids.
- 8. Verbal, fax, or email modifications to bids will not be considered.
- 9. The Board of Directors of the North Tahoe Public Utility District reserves the right to reject any and all proposals, to waive any informality in a proposal or alleged breach of technicality, and to make awards as necessary for the public good.
- 10. Questions: Questions regarding this Notice Inviting Bids shall be submitted through PlanetBids. No other members of the District's staff or Board of Directors should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated in writing, unless otherwise instructed by the District. The District may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications. **Questions are due no later than 5:00 p.m. on July 22, 2022.**

END OF DOCUMENT



**EXHIBIT "B"**

**PROPOSAL FORM**

**NTPUD SNOW REMOVAL 2022-2024 SEASONS**

Bids will be received at the offices of the North Tahoe Public Utility District located at 875 National Avenue, Tahoe Vista, California 96148, until **2:00 p.m. on Wednesday, August 3, 2022.**

**NAME OF BIDDER:** \_\_\_\_\_

To the Board of Directors  
of the North Tahoe Public Utility District  
875 National Avenue  
Tahoe Vista, California 96148

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

**NTPUD Snow Removal 2022-2024 Seasons**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. \_\_\_\_\_

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the List of Equipment form.
4. Attached is the List of Backup Equipment form.
5. Attached is the fully executed Noncollusion Declaration form.
6. Attached is the completed Public Works Contractor Registration Certification form.
7. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
8. Attached is the completed Bidder Information and Experience form.

## FORM OF BID

The following price schedule shall apply for the first three years of the contract. Each subsequent year of the contract may be increased by the Consumer Price Index for the Western Region upon written request by the Contractor and approval by the District. PRICES shall include everything necessary and incidental to the completion of the project as described by the Plans, Specifications, and Contract Documents.

### BASE BID (THREE (3) INCHES OF SNOW):

Item #	Location	Price 2022/23	Price 2023/24	Price 2024/25	Total 3-Seasons
1	District Offices and Corporation Yard				
2	National Sewer Pump Station at Tahoe Vista Recreation Area				
3	Secline Sewage Pump Station				
4	Satellite Sewage Pump Stations Area A				
5	Kings Beach State Recreation Area & North Tahoe Event Center				
6	North Tahoe Regional Park				
7	Kingswood West Water Booster Station				
8	Zone 1 Booster Station				
9	Carnelian Sewage Pump Station				
10	Dollar Point Sewage Pump Station				
11	Satellite Sewage Pump Stations Area B				
12	Carnelian Woods Well				

<b>TOTALS:</b>				
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Snow Removal Outside of Contract Period: \_\_\_\_\_ /Hourly Rate

### BID ADDITIVE A:

Item #	Location	Price 2022/23	Price 2023/24	Price 2024/25	Total 3-Seasons
5.1	Kings Beach State Recreation Area & North Tahoe Event Center – Additional Areas				

If the District selects the Additive Bid items, the corresponding Additive Bid prices shall be added to the Base Bid Price for the Work. The District can award/select Additive Bid items at any time(s).

**Award will be based on Grand Total Three Seasons for the Base Bid plus the Bid Additive.**

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL FOR THE
---

**BASE BID PLUS BID ADDITIVE A - GRAND TOTAL FOR ALL THREE SEASONS  
FOR THE  
NTPUD SNOW REMOVAL 2022 – 2024 SEASONS**

\$ \_\_\_\_\_  
Total Bid Price in Numbers

\$ \_\_\_\_\_  
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

For purposes of evaluating Bids, the District will correct any apparent errors in the extension of annual prices.

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the District provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the District, after which the District will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Placer County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the District's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. \_\_\_\_\_ from the \_\_\_\_\_ Bank in the amount of \_\_\_\_\_, which is not less than ten percent (10%) of this bid, payable to North Tahoe Public Utility District as bid security

and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the North Tahoe Public Utility District.

Bidder is an individual \_\_\_\_\_, or corporation \_\_\_\_\_, or partnership \_\_\_\_\_, organized under the laws of the State of \_\_\_\_\_.

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If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the District provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the District, the District may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

(Bidders Name – Print or Type)

\_\_\_\_\_  
(Name and Title)

(Corporate Seal)

\_\_\_\_\_  
(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

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

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

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

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

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

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

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

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Bid Bond

**[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]**

The makers of this bond are, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety and are held and firmly bound unto the North Tahoe Public Utility District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to DISTRICT for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20 \_\_\_\_, for NTPUD Snow Removal 2022-2024 Seasons.

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

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

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

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

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

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

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

- ☐ Partner(s) ☐ Limited  
☐ General

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

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

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

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

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

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

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

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

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

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

- ☐ Partner(s)      ☐ Limited  
                                 ☐ General

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

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

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

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

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

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

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

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

**END OF BID BOND**



## LIST OF EQUIPMENT

Bidders shall provide a list of equipment to be used in the execution of the contract.

MAKE	MODEL #	YEAR
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[illegible]

In the event the equipment listed in response to the minimum equipment requirement above breaks down or becomes unavailable, the bidders are required to provide list of readily available equipment to be used as backup.

[illegible]

### CERTIFICATION

The undersigned bidder hereby certifies (a) that this bid is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement of rules or any group, association, organization, or corporation; (b) that he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that he has not solicited or induced any persons, firm, or corporation to refrain from bidding; and (d) that he has not sought by collusion to obtain for himself any advantage over any other bidder or over the District.

### SUBCONTRACTORS

The undersigned submits herewith a list of Subcontractors whom he proposed to employ on the work and who will perform one half of one percent (1/2%) or more of the work represented by the total bid, together with the proper firm name and business address of each and description of each portion of the work to be so subcontracted. (Use additional sheet if necessary and attach hereto).

<u>WORK TO BE PERFORMED</u>	<u>NAME OF SUBCONTRACTOR</u>	<u>LOCATION OF PLACE OF BUSINESS</u>		<u>DIR REGISTRATION #</u>

BIDDER'S ADDRESS

Business  
Name \_\_\_\_\_

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

Telephone \_\_\_\_\_

Department of Industrial Relations Registration # \_\_\_\_\_

The representations made herein are made under penalty of perjury.

Date Signed \_\_\_\_\_

SIGNATURE OF BIDDER

If an individual: \_\_\_\_\_

doing business as: \_\_\_\_\_

If a partnership: \_\_\_\_\_

By \_\_\_\_\_, partner,

Naming the following persons as partners in the firm

\_\_\_\_\_

If a corporation: \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Naming the following officers,

\_\_\_\_\_ President

\_\_\_\_\_ Secretary

\_\_\_\_\_ Treasurer

Bidder Information and Experience Form

**INFORMATION ABOUT BIDDER**

(Indicate not applicable ("N/A") where appropriate.)

**NOTE:** Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: \_\_\_\_\_

2.0 Type, if Entity: \_\_\_\_\_

3.0 Bidder Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

4.0 CA Department of Industrial Relations Registration No.: \_\_\_\_\_

5.0 How many years has Bidder's organization been in business? \_\_\_\_\_

6.0 How many years has Bidder's organization been in business under its present name? \_\_\_\_\_

6.1 Under what other or former names has Bidder's organization operated? \_\_\_\_\_

7.0 If Bidder's organization is a corporation, answer the following:

7.1 Date of Incorporation: \_\_\_\_\_

7.2 State of Incorporation: \_\_\_\_\_

7.3 President's Name: \_\_\_\_\_

7.4 Vice-President's Name(s): \_\_\_\_\_

\_\_\_\_\_

7.5 Secretary's Name: \_\_\_\_\_

7.6 Treasurer's Name: \_\_\_\_\_

8.0 If an individual or a partnership, answer the following:

8.1 Date of Organization: \_\_\_\_\_

8.2 Name and address of all partners (state whether general or limited partnership):

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9.0 If other than a corporation or partnership, describe organization and name principals:

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12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

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13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

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### **VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

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

Signature\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

Non-Collusion Declaration

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, 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 induced or solicited any other Bidder to put in a false or sham bid. 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, or 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 \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

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

Signature\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_



## EXHIBIT "C"

### SPECIAL PROVISIONS

#### SP-1 SCOPE AND LOCATION OF WORK

##### 1.01 GENERAL DESCRIPTION

The work to be performed under these specifications is the snow removal of District facilities within the District boundaries, Placer County, California for the North Tahoe Public Utility District. Maps of the areas indicating the designated facilities are attached (see attached map exhibits). The contract is bid in two separate parts based on geographic areas with the breakpoint at Sahara Drive and North Lake Boulevard: Area A, consisting of 11 sites in Kings Beach/Tahoe Vista, to the East of Sahara; and Area B, consisting of 8 sites in Carnelian Bay/Dollar Cove, to the West of Sahara Drive. The items of work are general to each part of the contract as applicable to the facilities located therein.

##### 1.02 ITEMS OF WORK

###### 1.02-1 Snow Removal.

Snow shall be stacked at designated locations in such a manner as to prevent damage to vegetation and surrounding property.

###### **Base Bid (Three (3) INCHES OF SNOW):**

Snow removal shall be performed when snow accumulation is three (3) inches or greater at the site.

###### **Additional Rate**

District-directed services for snow removal outside of contract period for an hourly rate

###### 1.02-2 General Conditions:

- Snow removal services shall be sufficient to provide adequate access and parking to all District facilities.
- Snow shall be placed in areas as designated by District.
- Contractor shall take all necessary care to avoid damage to any and all structures related to water, sewer, and or park equipment while performing these services.
- Service shall be available 24 hours a day.
- Contractor shall provide a contact number for emergency services and or District directed services as necessary.
- Contractor is expected to respond with one hour of notification for District directed work.

1.02-3 Areas: See below and attached map exhibits for facilities and map locations for service:

###### **Area A:**

- District Offices and Corporation Yard  
875 National Avenue, Tahoe Vista (Map Site A-1)
- National Sewer Pump Station at Tahoe Vista Recreation Area  
7010 North Lake Boulevard, Tahoe Vista (Map Site A-2)
- Secline Sewage Pump Station  
121 Secline Avenue, Kings Beach (Map Site A-3)
- Satellite Sewage Pump Stations Area A:
  - a. S-1 – 9940 Speedboat Avenue, Brockway (Map Site A-4)
  - b. S-2 – 100 Pilot Circle, Brockway (Map Site A-5)
  - c. N-1 – 7496 North Lake Boulevard (Map Site A-6)
  - d. N-3 – 6061 North Lake Boulevard (Map Site A-7)
- Kings Beach State Recreation Area & North Tahoe Event Center  
8318 North Lake Boulevard (Map Site A-8)  
See Sheet A-8 for Base Bid and Bid Additive areas.
- North Tahoe Regional Park  
Tahoe Vista (Map Sites A-9 and A-12)
- Kingswood West Water Booster Station  
Regency Avenue, Tahoe Vista (Map Site A-10)
- Zone 1 Booster Station  
1001 Canterbury Drive, Kings Beach (Map Site A-11)

**Area B:**

- Carnelian Sewage Pump Station  
Northeast corner of Turquoise and Onyx, Carnelian Bay (Map Site B-1)
- Dollar Point Sewage Pump Station  
3630 North Lake Boulevard (Map Site B-2)
- Satellite Sewage Pump Stations Area B:
  - a. C-1 – 5464 North Lake Boulevard (Map Site B-3)
  - b. D-1 – 4600 North Lake Boulevard (Map Site B-4)
  - c. D-2 – 4360 North Lake Boulevard (Map Site B-5)
  - d. D-3 – 4240 North Lake Boulevard (Map Site B-6)
  - e. D-4 – 4000 North Lake Boulevard (Map Site B-7)
- Carnelian Woods Well  
Silver Pine and Carnelian Woods Road, Carnelian Bay (Map Site B-8)

1.02-4 Priorities. The work has been broken into priorities based on risk to the District and nature of operation.

## **AREA A:**

### Priority 1:

The first priority will be the District Base Facilities, which shall be plowed no later than 6:00 AM on any given day of the week. On weekdays, after the workday begins, District staff will move equipment from the yard and the contractor will complete snow removal in the yard with a second pass after 9:00 a.m.

Also included in priority one are the sewage pump stations. The sewage pump stations are to be plowed after the initial plowing of the District Base Facilities.

### Priority 2:

Priority two will be the remainder of the recreation activity centers consisting of access and parking lots. In order of priority the recreation facility snow removal will be as follows:

1. Highway side access to Event Center
2. Event Center south of Jason's
3. Remainder of Kings Beach State Recreation Area (KBSRA) entrance & parking west
4. Park road (above Shelter Road), including restroom and upper parking area (two lane roadway through lower parking area only)

Also included in priority two will be water pump stations, consisting of providing access and off road parking for each of the stations.

### Priority 3:

The third priority will include expansion of the parking in the lower area of the regional park (ball field parking) and the Field #4 Parking Lot (artificial turf multi-purpose field parking).

## **AREA B:**

### Priority 1:

The first priority will be the sewer main stations and the satellite sewer pump stations, including driveways, parking space and generator connection points.

### Priority 2:

The second priority is the Carnelian well.

## **1.02-5 Snow Staking:**

- At the beginning of each season, prior to November 1<sup>st</sup>, the Contractor shall meet with District representative at each site to ensure clarity, agreement, and acceptance from both perspectives (Contractor & District) regarding: Snow staking is adequate, clearing areas are defined, plow direction/snow storage areas are defined, etc.
- The District will be responsible for staking the facilities.
- The Contractor will be liable to inform the District of any missing stakes, and for damage to the facilities resulting from their operations.

1.02-6 Tahoe Regional Planning Agency (TRPA): Snow storage areas & locations as utilized by contractor shall comply with the provisions of the TRPA Code of Ordinances. Contractor shall be independently responsible for researching and conformance to those requirements as they relate to the contractor's operations. A copy of the TRPA's Code of Ordinances is available on TRPA website.

### 1.03 TITLE OF PROJECT

The title of this project shall be "North Tahoe Public Utility District, NTPUD Snow Removal 2022-2024 Seasons". All communications and reports connected with this project shall refer to said title.

### 1.04 TERM OF CONTRACT

The contract period will be in effect from November 1, 2022 through April 15, 2025 with the District option to extend the contract for three (3) additional one year periods at the sole discretion of the District. See below for timeframes:

- 2022 Season: 11/1/22 – 4/15/23 (contract period)
- 2023 Season: 11/1/23 – 4/15/24 (contract period)
- 2024 Season: 11/1/24 – 4/15/25 (contract period)
- 2025 Season: 11/1/25 – 4/15/26 (optional contract extension)
- 2026 Season: 11/1/26 – 4/15/27 (optional contract extension)
- 2027 Season: 11/1/27 – 4/15/28 (optional contract extension)

Contractor understands that this contract shall not bind nor purport to bind the North Tahoe Public Utility District for any contractual commitment in excess of the original contract period.

After initial contract period if the optional contract extensions are exercised, a one-time per contract year season adjustment shall be accepted by the North Tahoe Public Utility District. This adjustment shall allow an annual percentage price increase escalator to be factored into the upcoming year bid price. This shall be based upon the Western States Consumer Price Index. The request must be presented in writing to the North Tahoe Public Utility District by the bidder no later than April 30<sup>th</sup> of the year in which the escalator shall apply.

### 1.05 LICENSE CLASSIFICATION

Per the California Contractor's State License Board, a California Contractor's License is **NOT** required for snow removal.

### 1.06 PAYMENT AND PERFORMANCE BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the District the Performance Bond and Payment Bond on the forms supplied by the District and included as Exhibit "G" to the Contract. Failure to do so may, in the sole discretion of District, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

## 1.07 SPECIFICATIONS

The work shall be done in conformance with the Special Provisions and General Conditions. Bidders shall review for completeness their copy or copies of the specifications and bring any discrepancies to the attention of the District. Failure to so notify the District shall be a guarantee by the bidder of the completeness of their bid package.

## 1.08 REFERENCE SPECIFICATIONS

Where reference is made herein to "Standard Specifications", it shall be understood to refer to the latest edition of the Standard Specifications of the State of California, Department of Transportation.

## **SP-2 INSPECTION**

2.01 The term Engineer or Utility Operations Manager, when used in these specifications, shall pertain to the Utility Operations Manager for the North Tahoe Public Utility District and his duly authorized representatives.

2.02 The Utility Operations Manager and his representatives shall at all times have access to the work during its progress, and shall be furnished with every reasonable facility and assistance for ascertaining that the workmanship is in accordance with the requirements and intent of the contract.

Properly authorized inspectors shall be considered to be representatives of the Utility Operations Manager. It will be their duty to inspect those portions of the work to which they are assigned. An inspector shall have the authority to order the work entrusted to his supervision stopped, if in his opinion such action becomes necessary, until the Utility Operations Manager is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

The inspection of the work does not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Any work, materials, or equipment not meeting the requirements and intent of the drawings and specifications may be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may have previously been inspected and payment therefore may have been made.

Re-examination of any work may be ordered by the Utility Operations Manager. Contractor shall pay the entire cost of such re-examination and replacement.

## **SP-3 EQUIPMENT**

### 3.01 MINIMUM EQUIPMENT

A minimum of two (2) mid-size wheel loaders, minimum operating weight of 28,000 lbs. or greater, shall be used in the execution of this contract (one for Area A, one for Area B).

Alternative – Two (2) of the following or equal: Multihog MX Multipurpose Tractor with snow blower, Trackless MT7 with blower, skid steer loader with snow blower, compact wheel loader with snow blower (for Area B) may be utilized in combination with one (1) mid-size wheel loader, minimum operating weight of 28,000 lbs. or greater (for Area A).

Bidders shall include with their proposal to the District a list of equipment to be used in the execution of the contract. The list shall include: make, model, year of equipment.

Minimum equipment shall be approved by the District prior to the execution of the maintenance services contract.

### **3.02 BACKUP EQUIPMENT**

In the event the equipment listed in response to the minimum equipment requirement above breaks down or becomes unavailable, the bidders are directed to include a list of readily available equipment with their proposal to be used as a backup. The list shall include: the make, model, year of equipment. Backup equipment shall be one mid-size wheel loader, minimum operating weight of 28,000 lbs. or greater.

Back-up equipment shall be approved by the District prior to the execution of the maintenance services contract. Use of manual labor in lieu of equipment is not acceptable.

### **SP-4 INVOICES**

Contractor shall submit invoices on a monthly basis beginning at the end of the first month under this contract. Contractor shall bill the District for one-fifth (1/5) of the Contract amount at the end of each month during the season that the contract is in force.

### **SP-5 FAILURE TO PERFORM**

A contractor's failure to perform that results in the District not being able to respond to emergencies and/or results in a sewer spill will be held against the contractor and may subject them to administrative, legal, and operational cost reimbursements of the District's cost as well as fines and penalties. If the contractor's actions cause loss of business at one of the District's facilities, the District Board may withhold fees due the contractor and seek other remedies as necessary to compensate the public for the business loss.

If Contractor fails to perform scope of work per any and/or all conditions and/or requirements herein this contract and specifications, the District reserves the right to cancel contract upon notice and with documented date/time/areas of non-conformance.

### **SP-6 LIQUIDATED DAMAGES FOR DELAY**

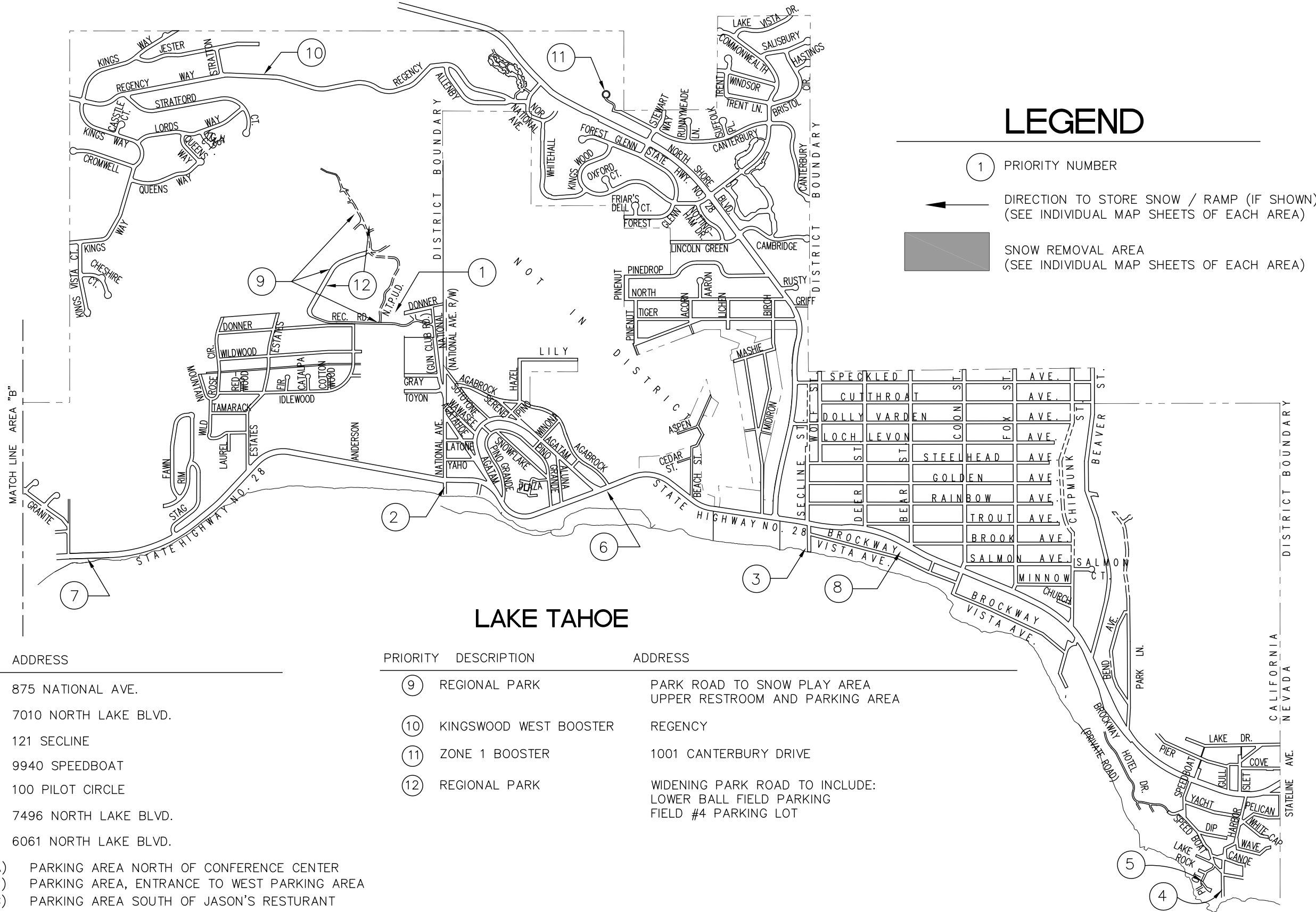
Execution of the Contract shall constitute agreement by the District and Contractor that five hundred \$500 per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as penalty, and that such sum may be deducted from payments due the contractor if such delay occurs.

### **SP-7 WORK IN COUNTY AND STATE RIGHTS-OF-WAY**

The Contractor shall comply with all requirements as directed by Placer County and Caltrans representatives as it relates to the District's snow removal operations (via this contract) within their Rights-of-Way. The Contractor shall provide approved traffic control devices and perform all operations in traffic areas in an approved manner.

**EXHIBIT "D"**  
**SNOW REMOVAL AREAS**

R:\Engineering\AutoCAD\Facilities\Base\Snow-Removal\Snow Removal 160729.dwg



PRIORITY	DESCRIPTION	ADDRESS
①	DISTRICT BASE FACILITIES	875 NATIONAL AVE.
②	NATIONAL MAIN	7010 NORTH LAKE BLVD.
③	SECLINE MAIN	121 SECLINE
④	S-1	9940 SPEEDBOAT
⑤	S-2	100 PILOT CIRCLE
⑥	N-1	7496 NORTH LAKE BLVD.
⑦	N-3	6061 NORTH LAKE BLVD.
⑧	CONFERENCE CENTER:	A) PARKING AREA NORTH OF CONFERENCE CENTER B) PARKING AREA, ENTRANCE TO WEST PARKING AREA C) PARKING AREA SOUTH OF JASON'S RESTURANT

PRIORITY	DESCRIPTION	ADDRESS
⑨	REGIONAL PARK	PARK ROAD TO SNOW PLAY AREA UPPER RESTROOM AND PARKING AREA
⑩	KINGSWOOD WEST BOOSTER	REGENCY
⑪	ZONE 1 BOOSTER	1001 CANTERBURY DRIVE
⑫	REGIONAL PARK	WIDENING PARK ROAD TO INCLUDE: LOWER BALL FIELD PARKING FIELD #4 PARKING LOT

DRAWN BY: TMG

SCALE: NO SCALE

DATE: JULY 2022

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

APPROVED \_\_\_\_\_  
General Manager Date

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

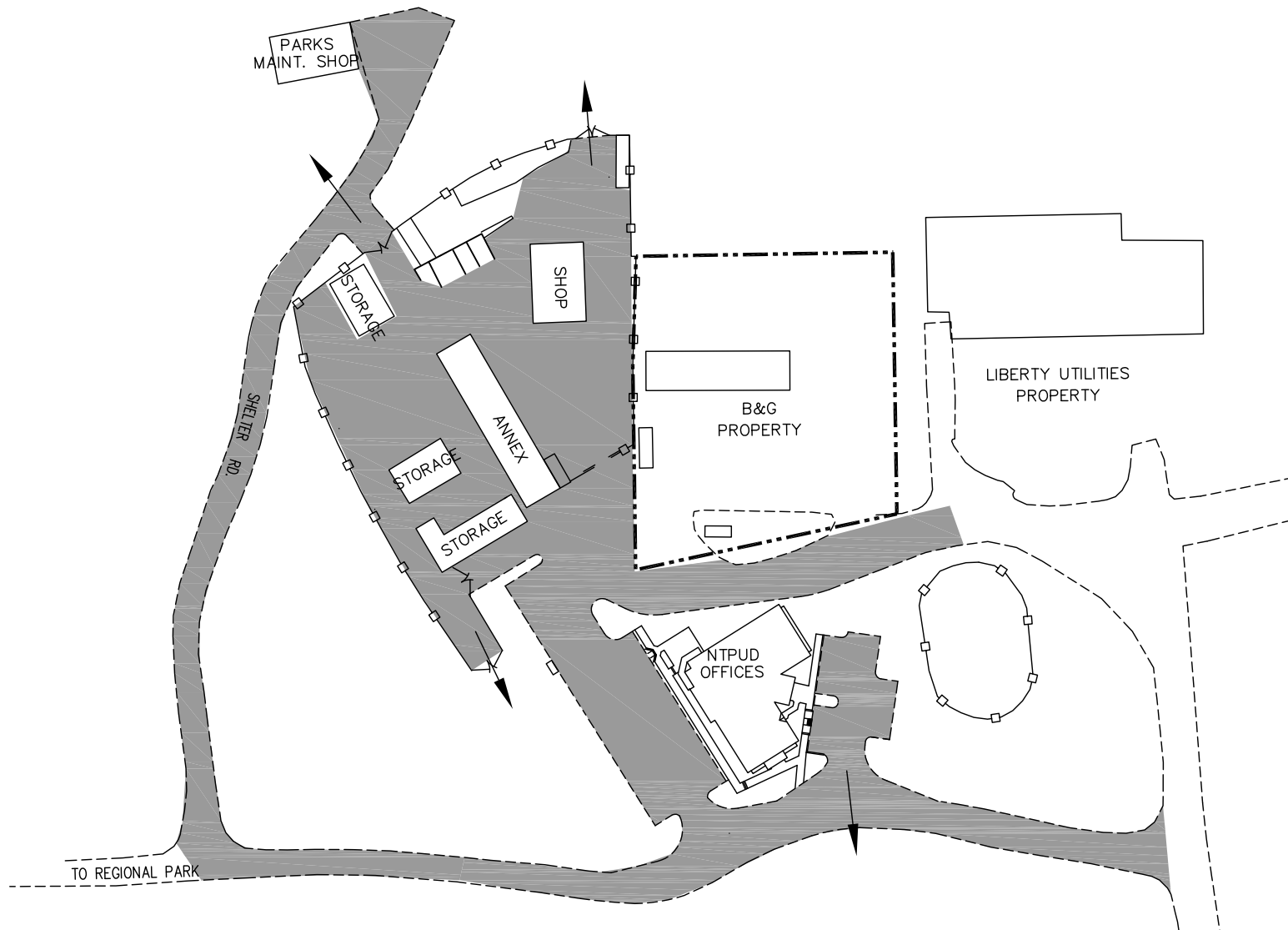
SNOW REMOVAL CONTRACT  
AREA "A"

SHEET NO.

INDEX A

1 OF 12





DRAWN BY: NPC

SCALE: NO SCALE

DATE: MARCH 2022

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

APPROVED \_\_\_\_\_  
General Manager Date

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

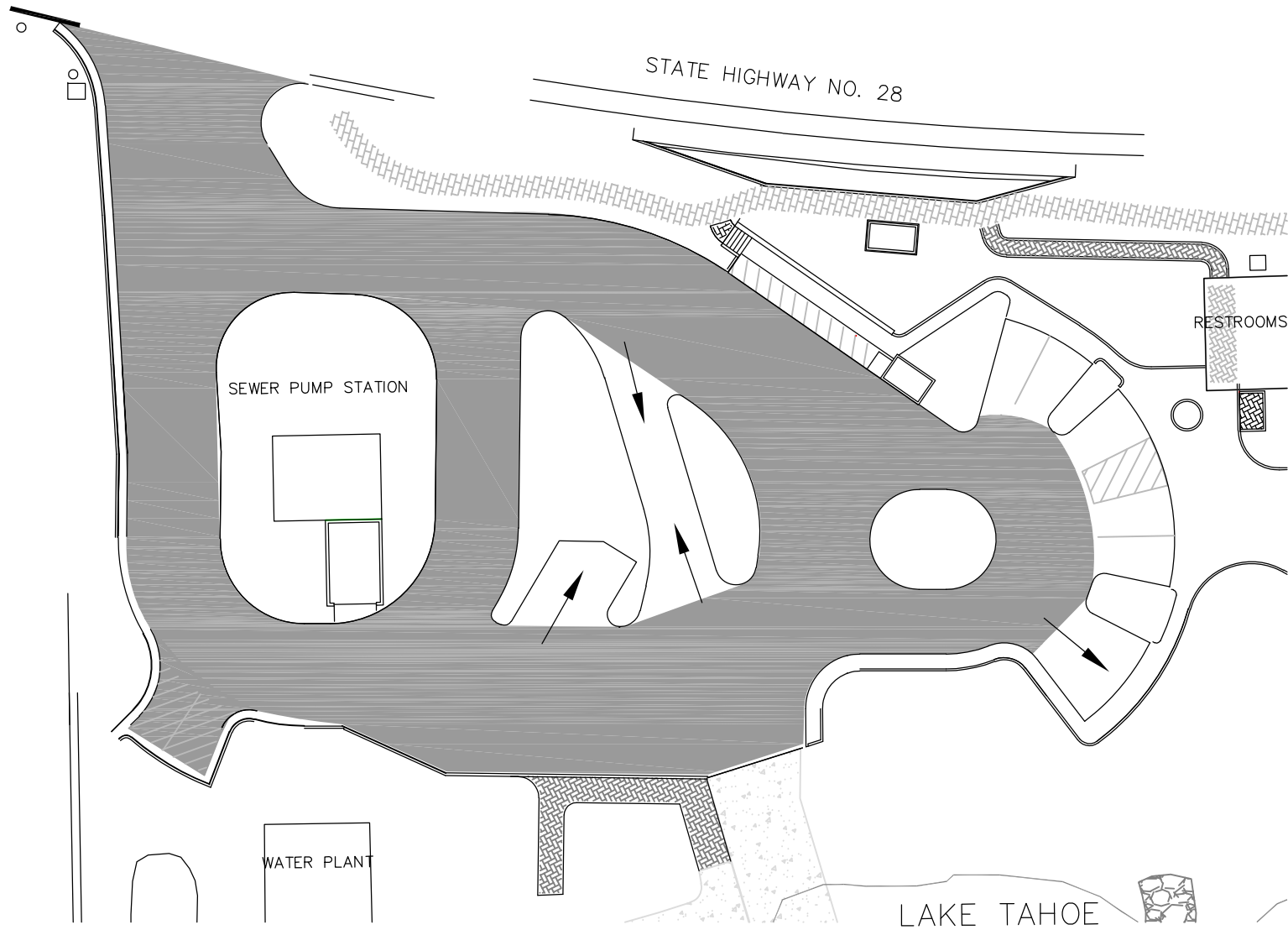
SNOW REMOVAL PROJECT - PRIORITY 1  
DISTRICT BASE FACILITIES

SHEET NO.

A1

2 OF 12

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DRAWN BY: NPC

SCALE: NO SCALE

DATE: MARCH 2022

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

APPROVED \_\_\_\_\_  
General Manager Date

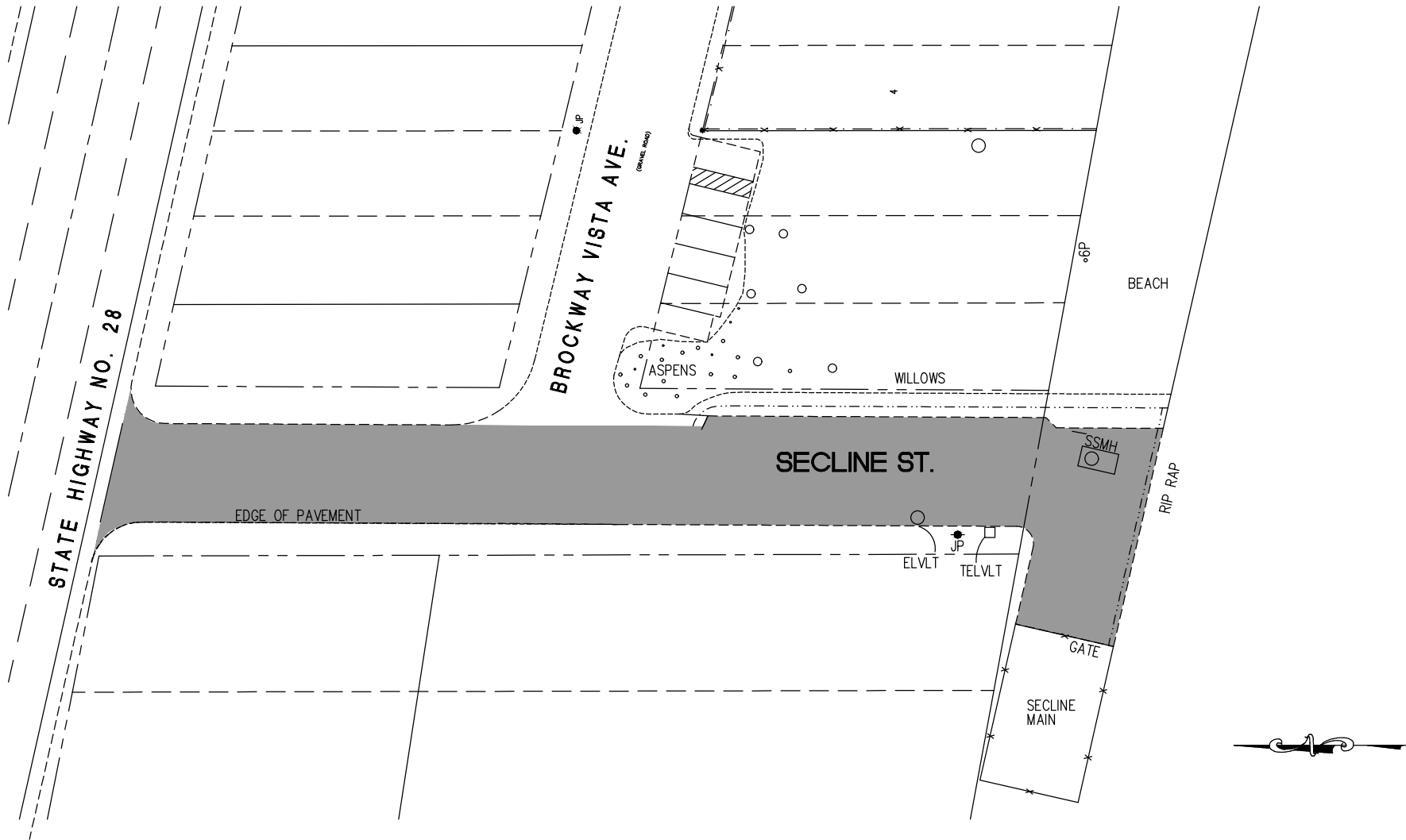
NORTH TAHOE  
PUBLIC UTILITY DISTRICT

SNOW REMOVAL PROJECT - PRIORITY 1  
NATIONAL AVE PUMP STATION + WTP

SHEET NO.

A2

3 OF 12



DRAWN BY: NPC

SCALE: NO SCALE

DATE: MARCH 2022

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

APPROVED \_\_\_\_\_  
General Manager Date

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

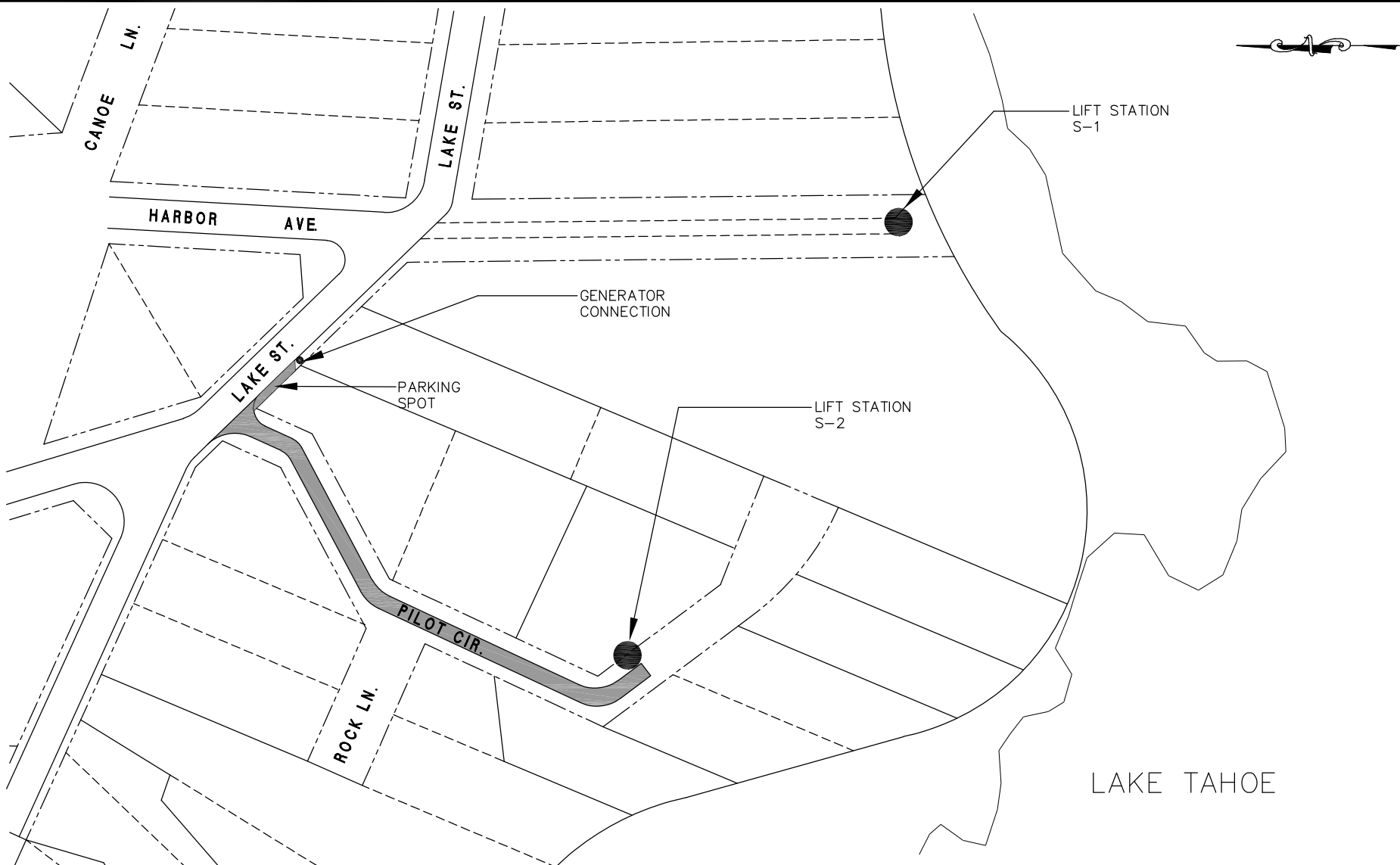
SNOW REMOVAL PROJECT - PRIORITY 1  
SECLINE SEWER STATION

SHEET NO.

A3

4 OF 12

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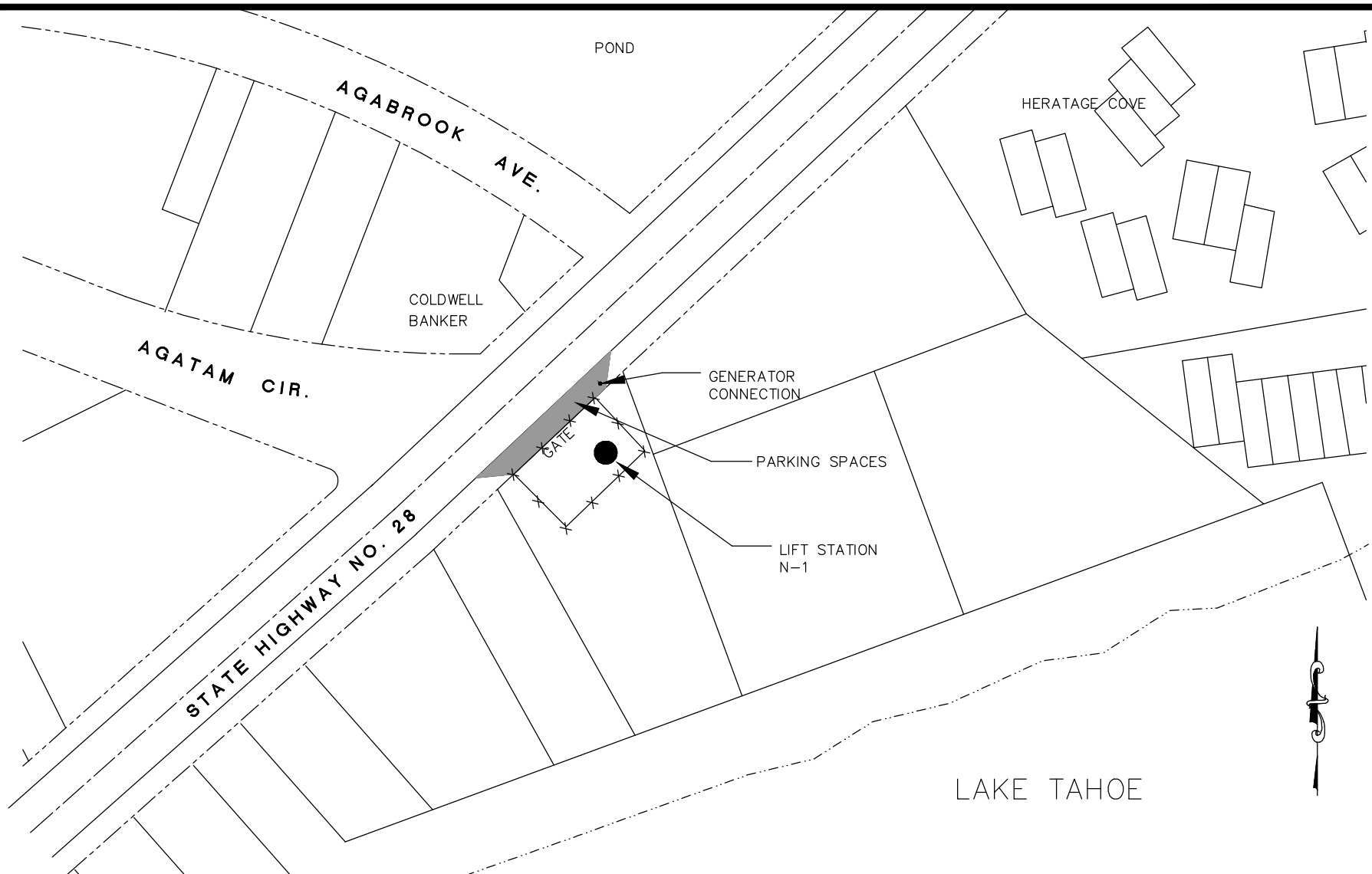
DRAWN BY:	NPC
SCALE:	NO SCALE
DATE:	MARCH 2022

NORTH TAHOE PUBLIC UTILITY DISTRICT		
APPROVED	General Manager	Date

NORTH TAHOE PUBLIC UTILITY DISTRICT	
--	--

SNOW REMOVAL PROJECT - PRIORITY 1 S-1 + S-2 SEWER STATION + GENERATOR
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SHEET NO. A4 + A5
5 OF 12



DRAWN BY: NPC

SCALE: NO SCALE

DATE: MARCH 2022

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

APPROVED \_\_\_\_\_  
General Manager Date

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

SNOW REMOVAL PROJECT - PRIORITY 1  
N-1 SEWER STATION

SHEET NO.  
**A6**  
6 OF 12

LAKE TAHOE

NO. 28

STATE HIGHWAY

GRANITE RD.

OPHIR ST.



PARKING SPACE

GENERATOR CONNECTION

LIFT STATION  
N-3

DRAWN BY: NPC

SCALE: NO SCALE

DATE: MARCH 2022

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

APPROVED \_\_\_\_\_  
General Manager Date

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

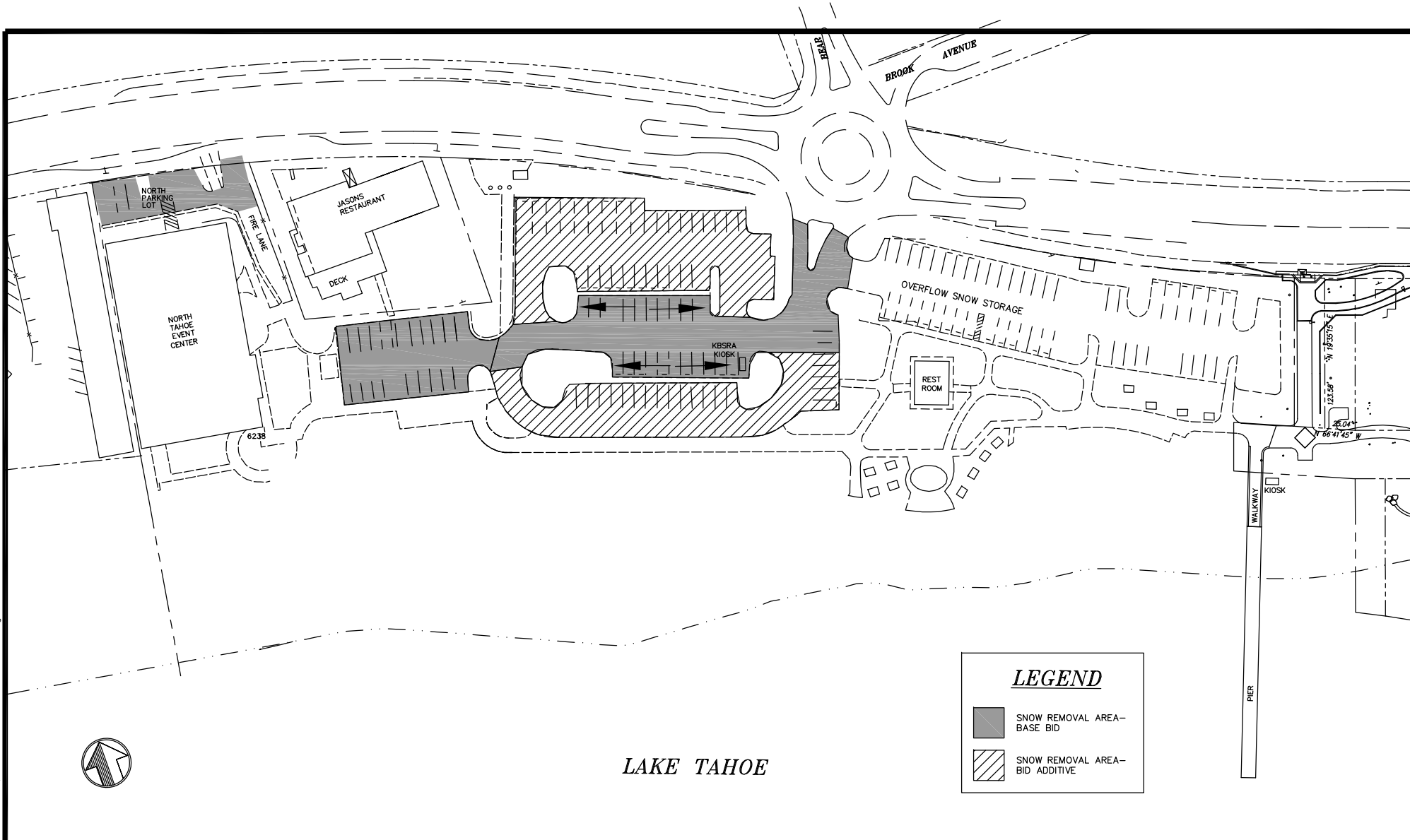
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N-3 SEWER STATION

SHEET NO.

A7

7 OF 12

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LAKE TAHOE

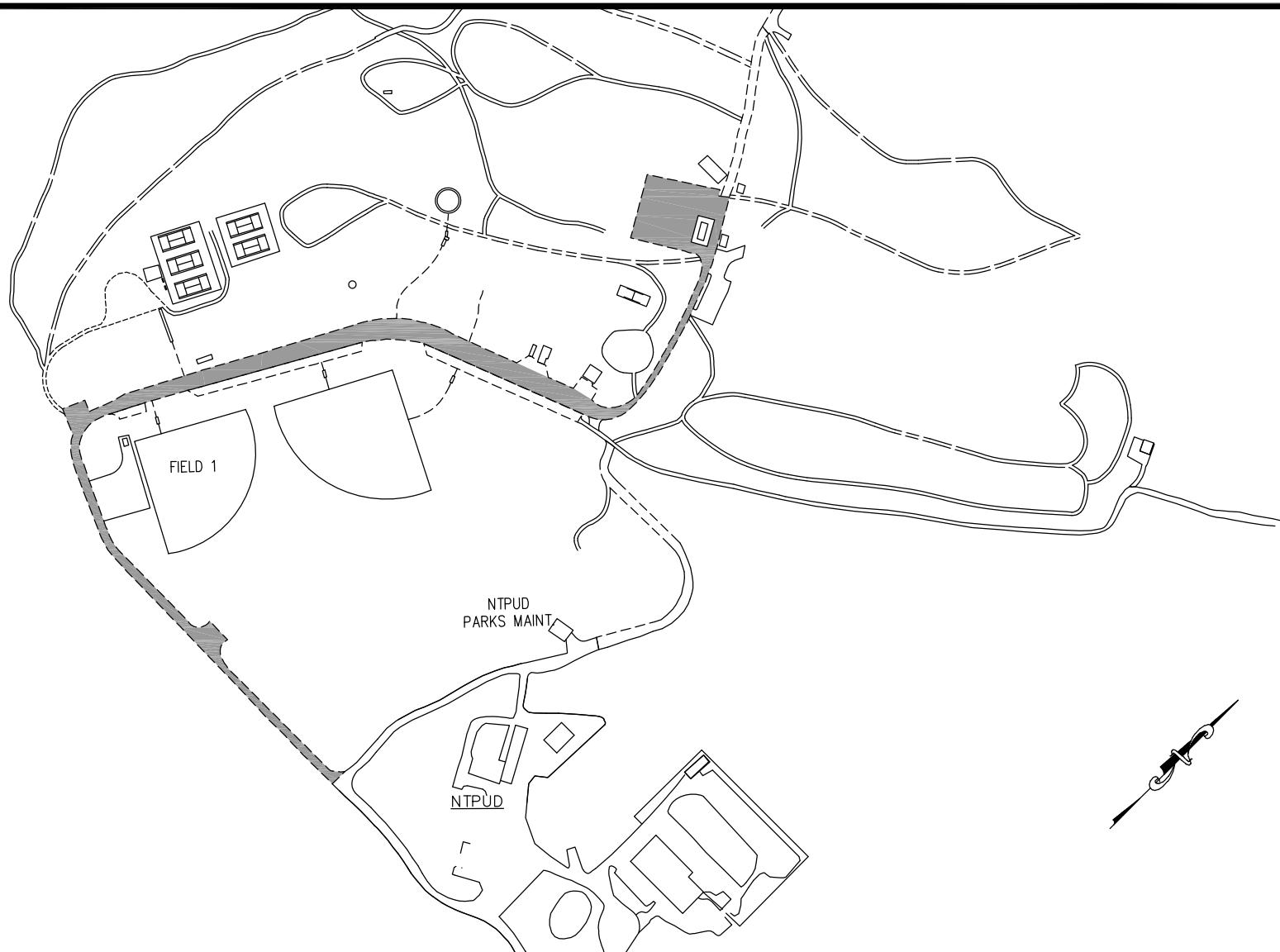
DRAWN BY:	NPC
SCALE:	NO SCALE
DATE:	MARCH 2022

NORTH TAHOE PUBLIC UTILITY DISTRICT		
APPROVED	General Manager	Date

NORTH TAHOE PUBLIC UTILITY DISTRICT	
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SNOW REMOVAL PROJECT - PRIORITY 2 NORTH TAHOE EVENT CENTER + KBSRA	
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SHEET NO.
A8
8 OF 12



DRAWN BY:	NPC
SCALE:	NO SCALE
DATE:	MARCH 2022

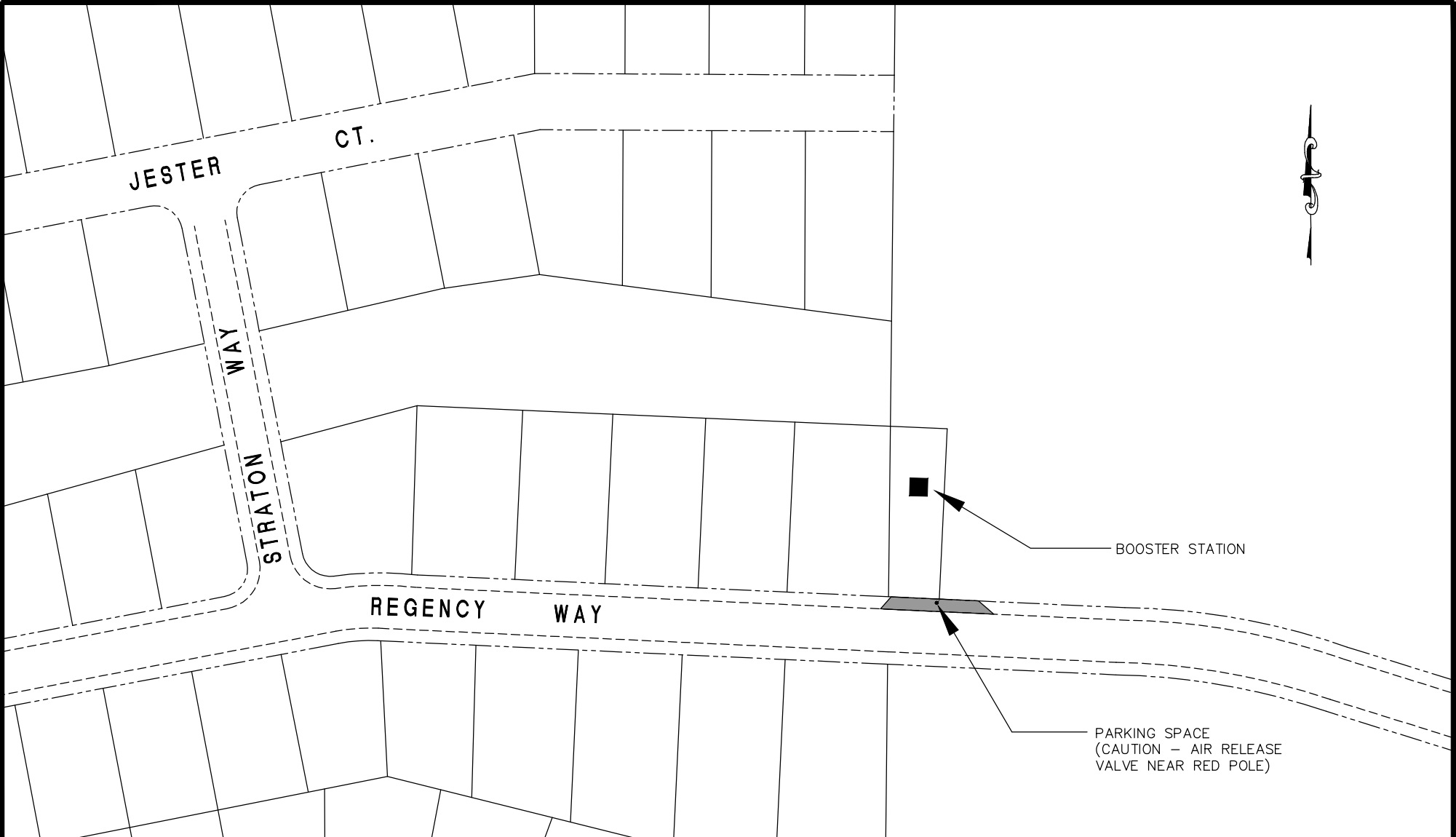
NORTH TAHOE PUBLIC UTILITY DISTRICT	
APPROVED	_____
General Manager	Date

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

SNOW REMOVAL PROJECT - PRIORITY 2  
PARK ROAD

SHEET NO.
<b>A9</b>
9 OF 12





DRAWN BY: NPC

SCALE: NO SCALE

DATE: MARCH 2022

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

APPROVED \_\_\_\_\_  
General Manager Date

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

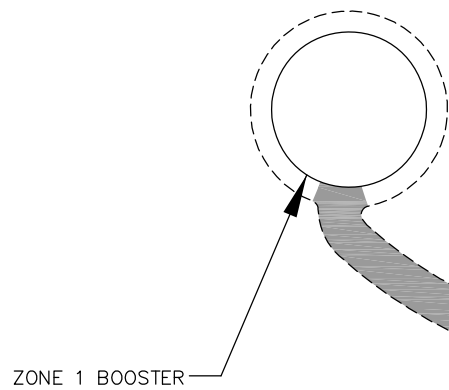
SNOW REMOVAL PROJECT - PRIORITY 2

KINGSWOOD WEST PUMP STATION

SHEET NO.

A10

10 OF 12



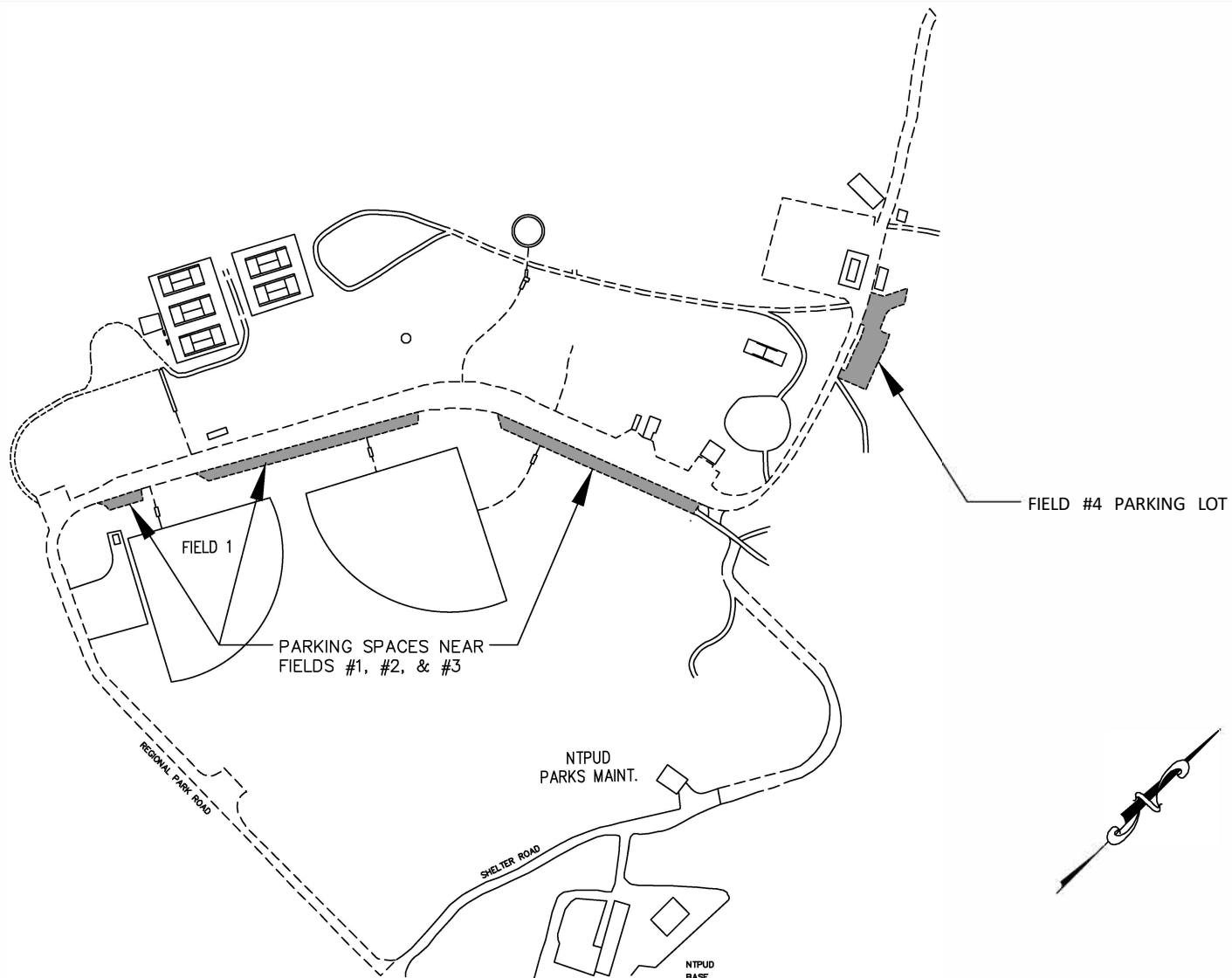
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 SCALE: NO SCALE  
 DATE: MARCH 2022

NORTH TAHOE  
 PUBLIC UTILITY DISTRICT  
 APPROVED \_\_\_\_\_  
 General Manager Date

NORTH TAHOE  
 PUBLIC UTILITY DISTRICT

SNOW REMOVAL PROJECT - PRIORITY 2  
 ZONE 1 BOOSTER

SHEET NO.  
 A11  
 11 OF 12



DRAWN BY: NPC

SCALE: NO SCALE

DATE: MARCH 2022

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

APPROVED   
General Manager Date

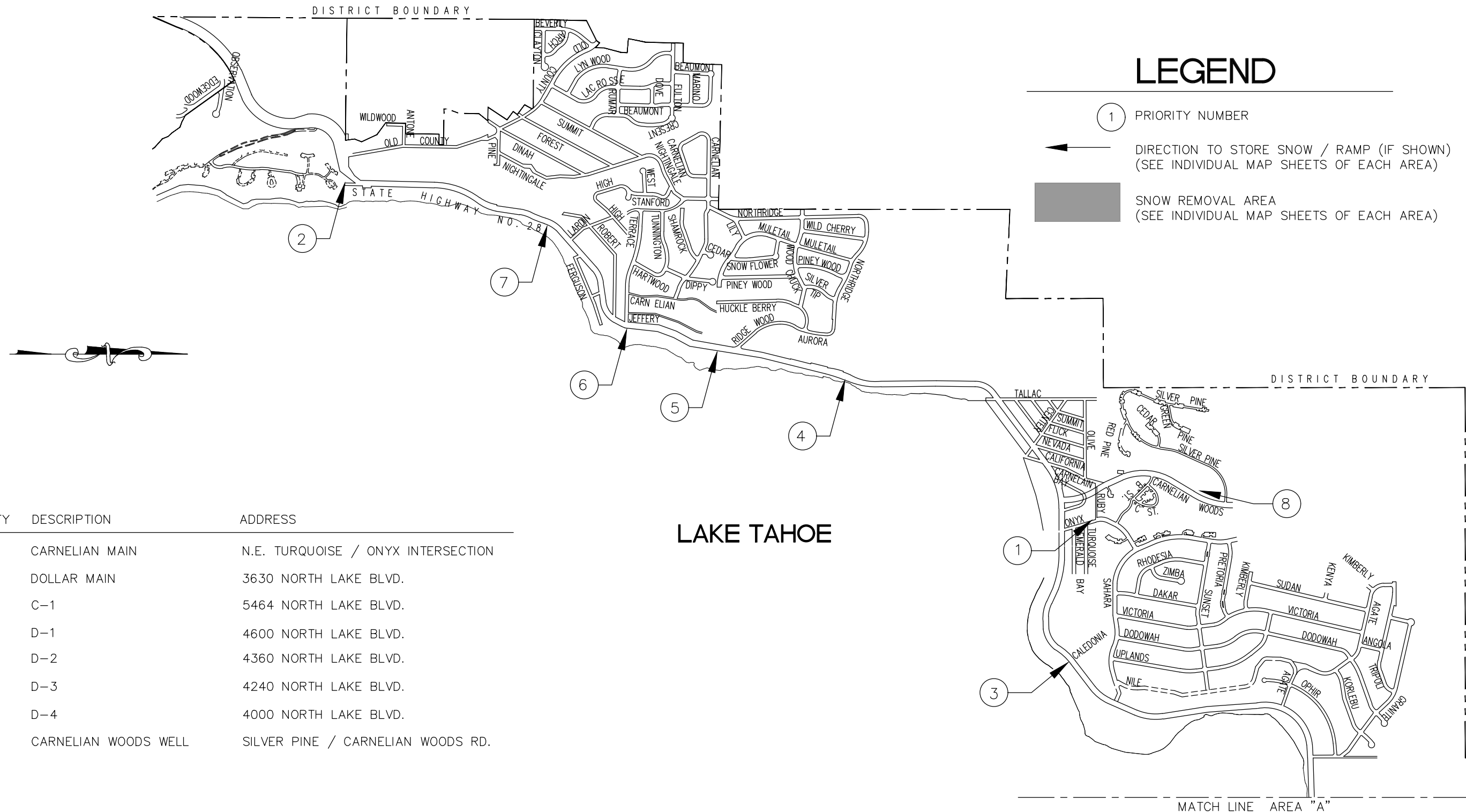
NORTH TAHOE  
PUBLIC UTILITY DISTRICT

**SNOW REMOVAL PROJECT - PRIORITY 3**  
**BALLFIELD PARKING**

SHEET NO.

**A12**

12 OF 12



DRAWN BY: TMG

SCALE: NO SCALE

DATE: JULY 2016

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

APPROVED \_\_\_\_\_  
General Manager    Date

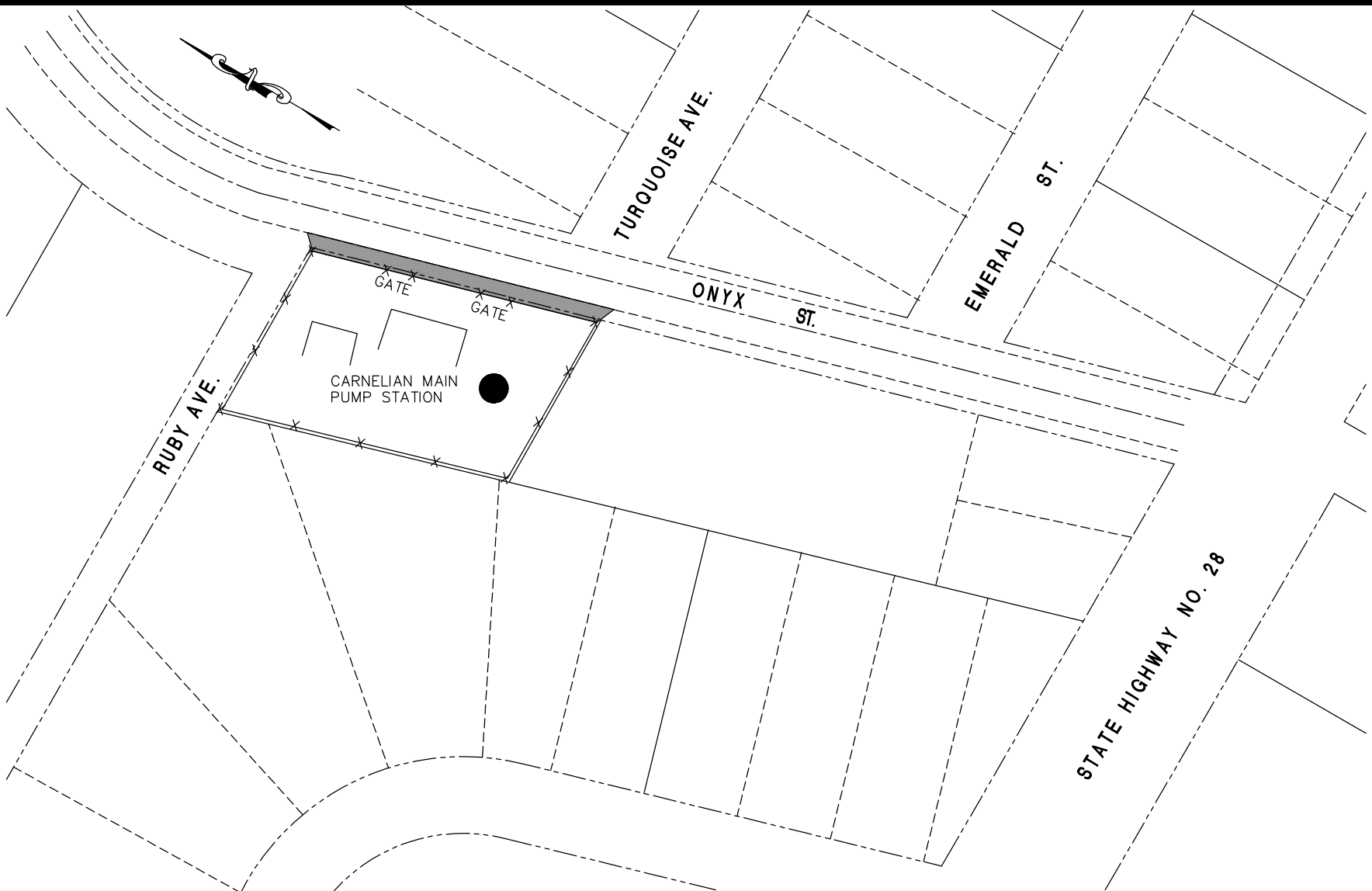
NORTH TAHOE  
PUBLIC UTILITY DISTRICT

SNOW REMOVAL PROJECT  
AREA "B"

SHEET NO.

INDEX B

1 OF 9



DRAWN BY: NPC

SCALE: NO SCALE

DATE: MARCH 2022

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

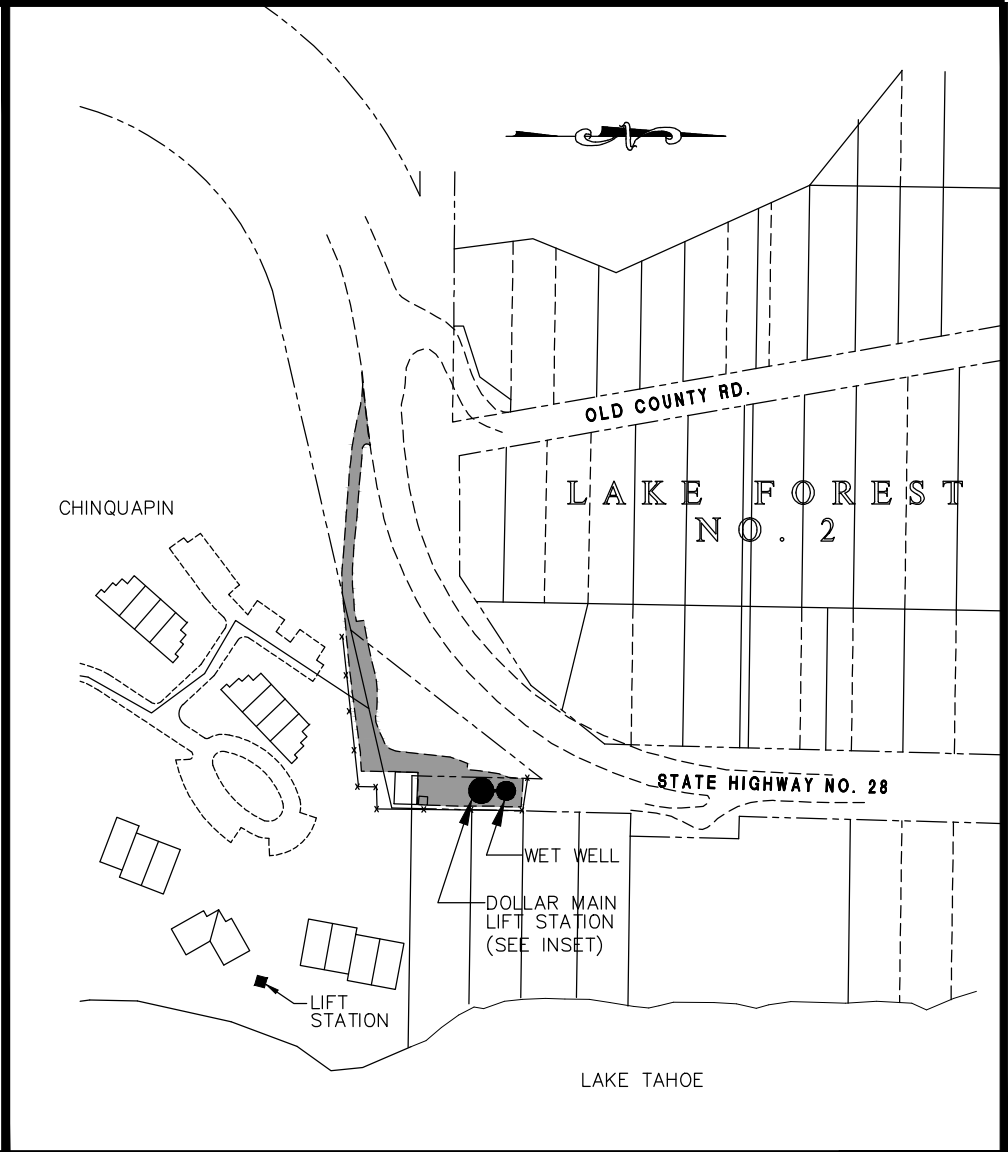
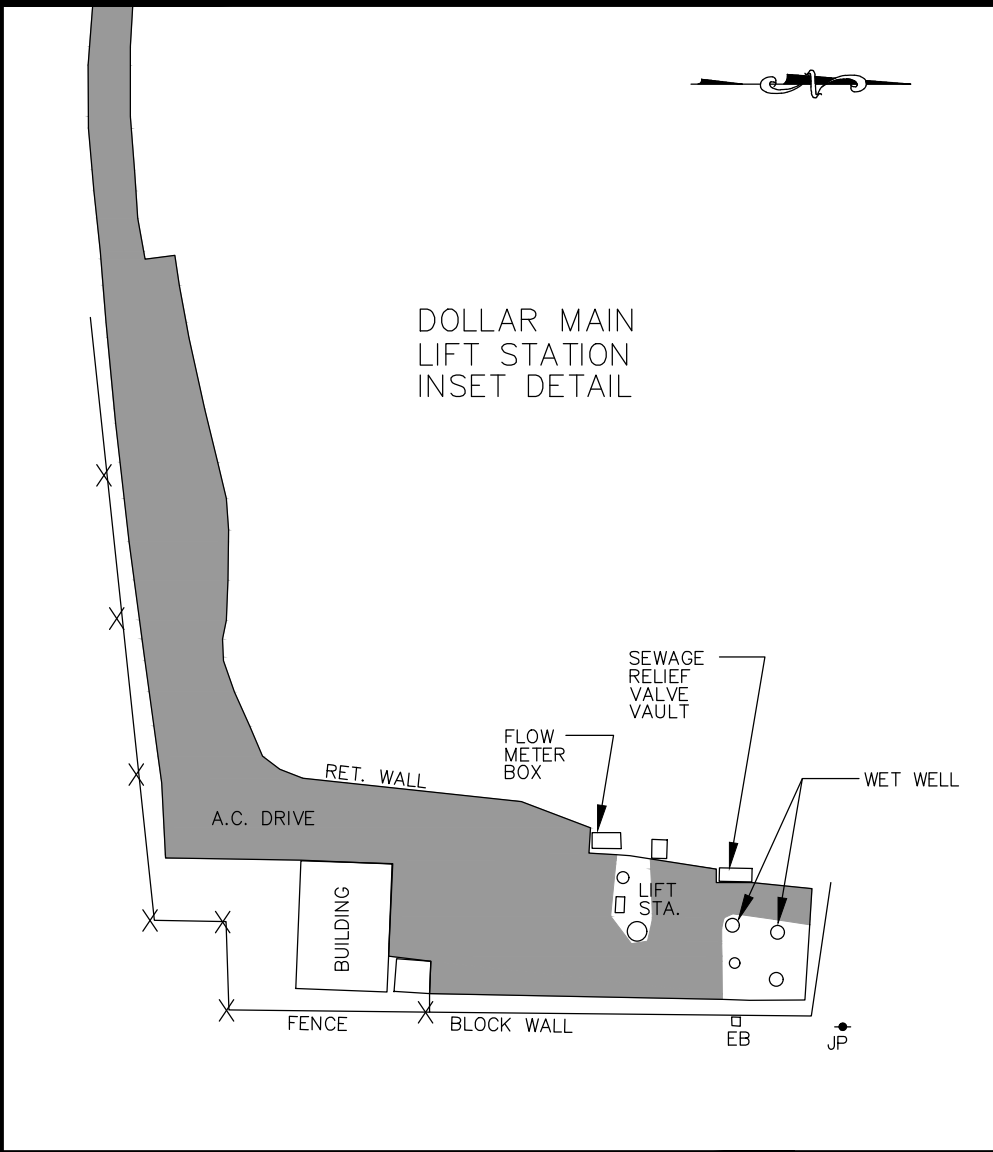
APPROVED \_\_\_\_\_  
General Manager Date

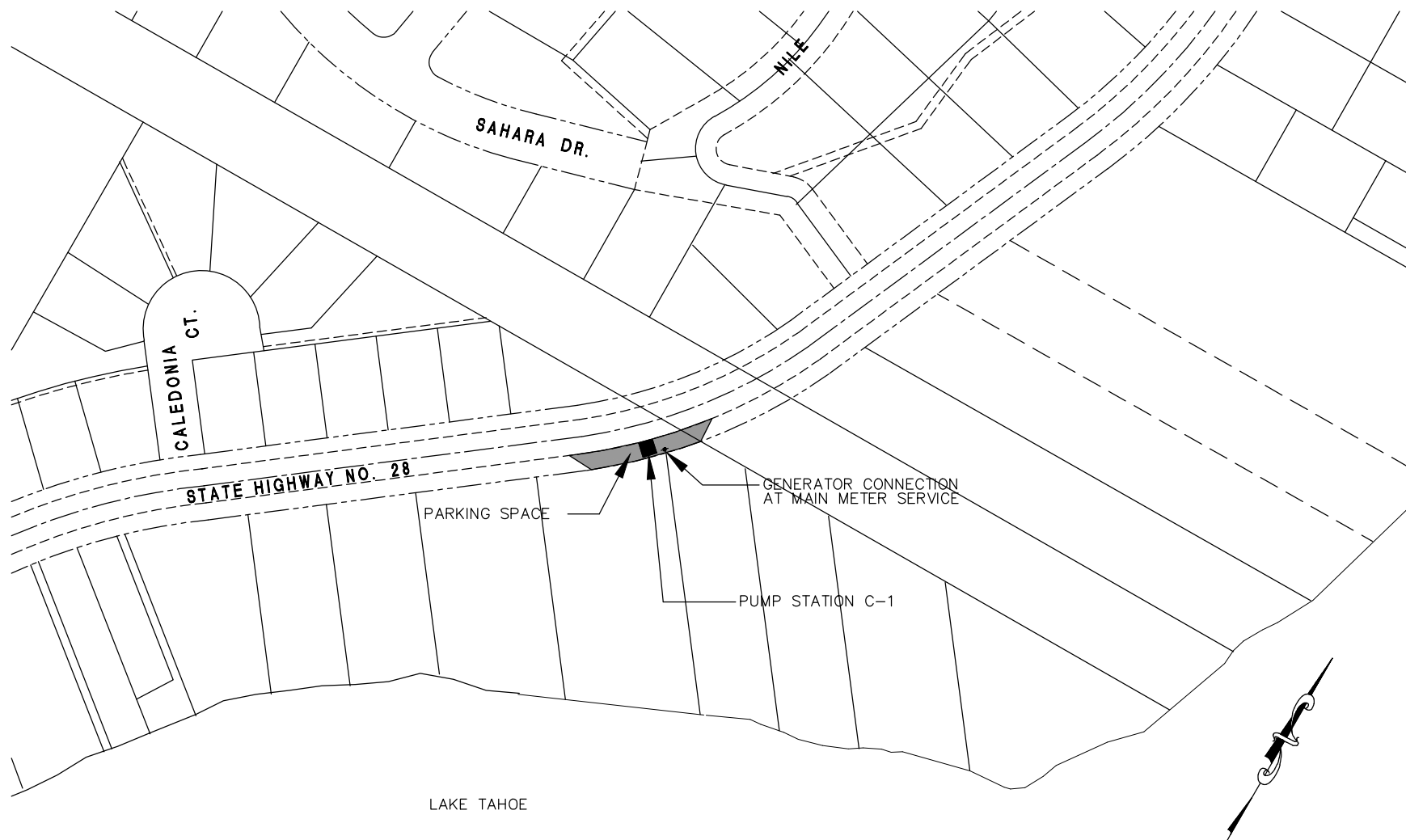
NORTH TAHOE  
PUBLIC UTILITY DISTRICT

SNOW REMOVAL PROJECT - PRIORITY 1  
CARNELIAN MAIN PUMP STATION

SHEET NO.  
B1

2 OF 9





DRAWN BY: NPC

SCALE: NO SCALE

DATE: MARCH 2022

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

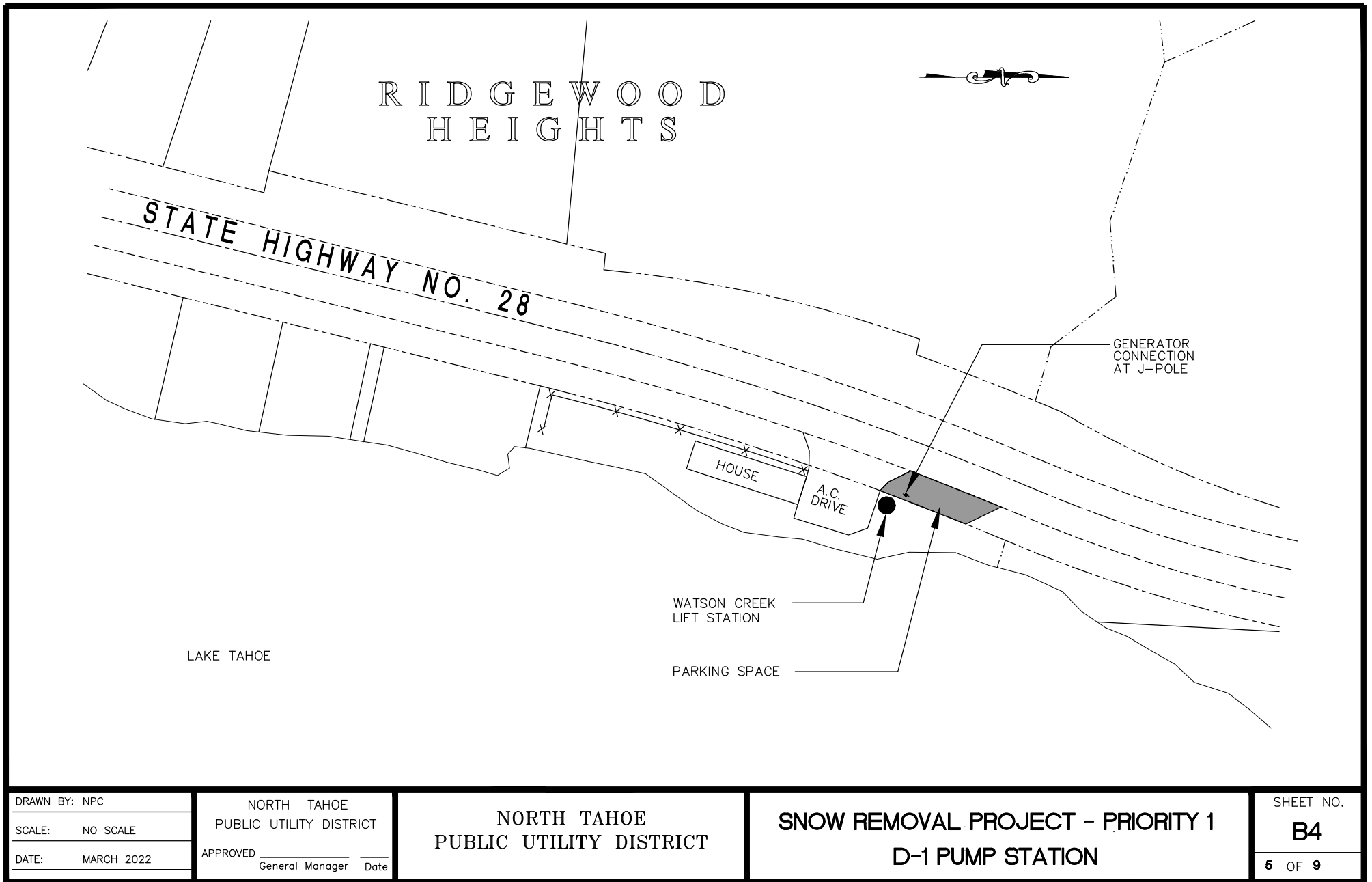
APPROVED \_\_\_\_\_  
General Manager Date

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

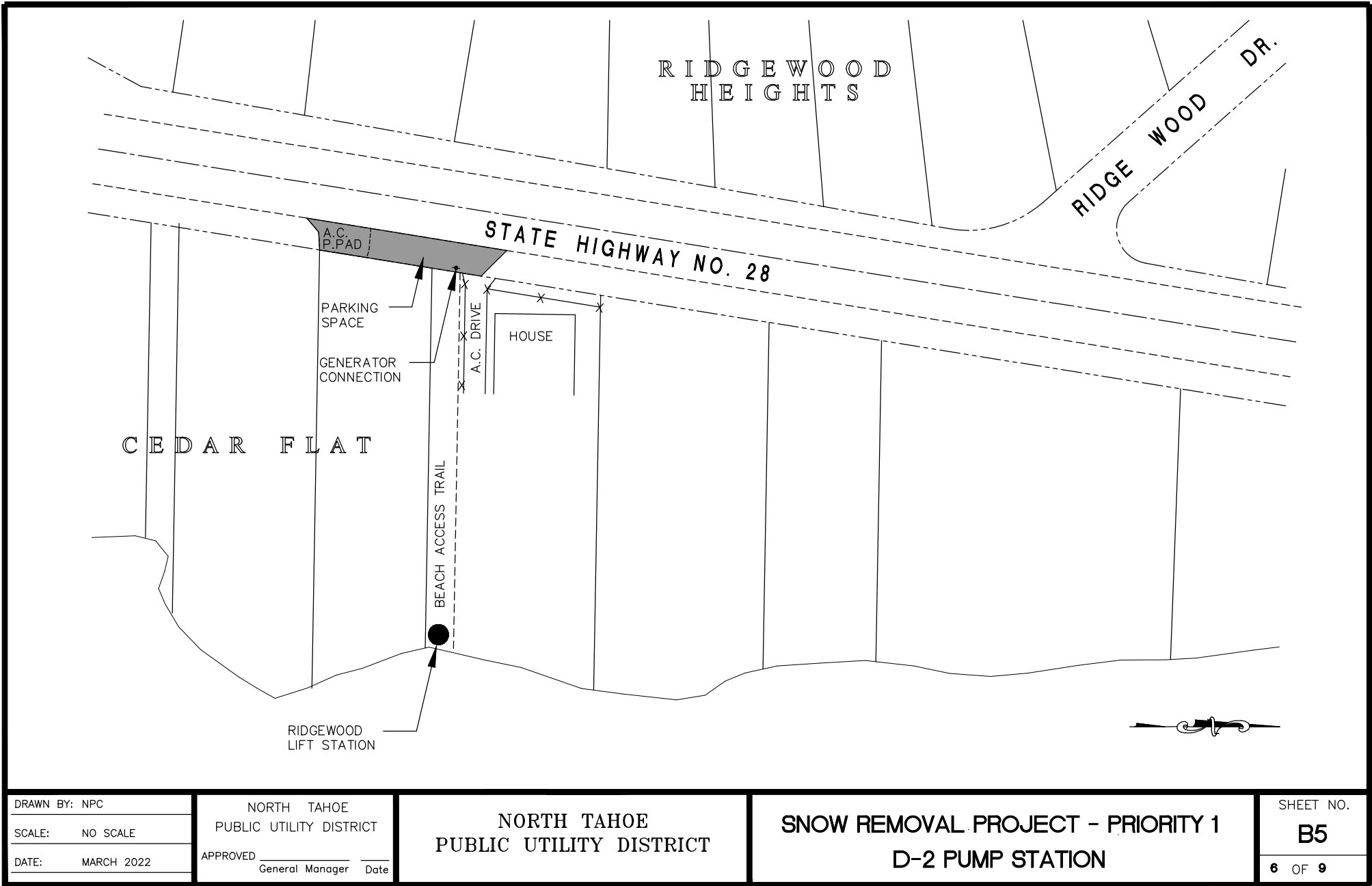
SNOW REMOVAL PROJECT - PRIORITY 1  
C-1 PUMP STATION

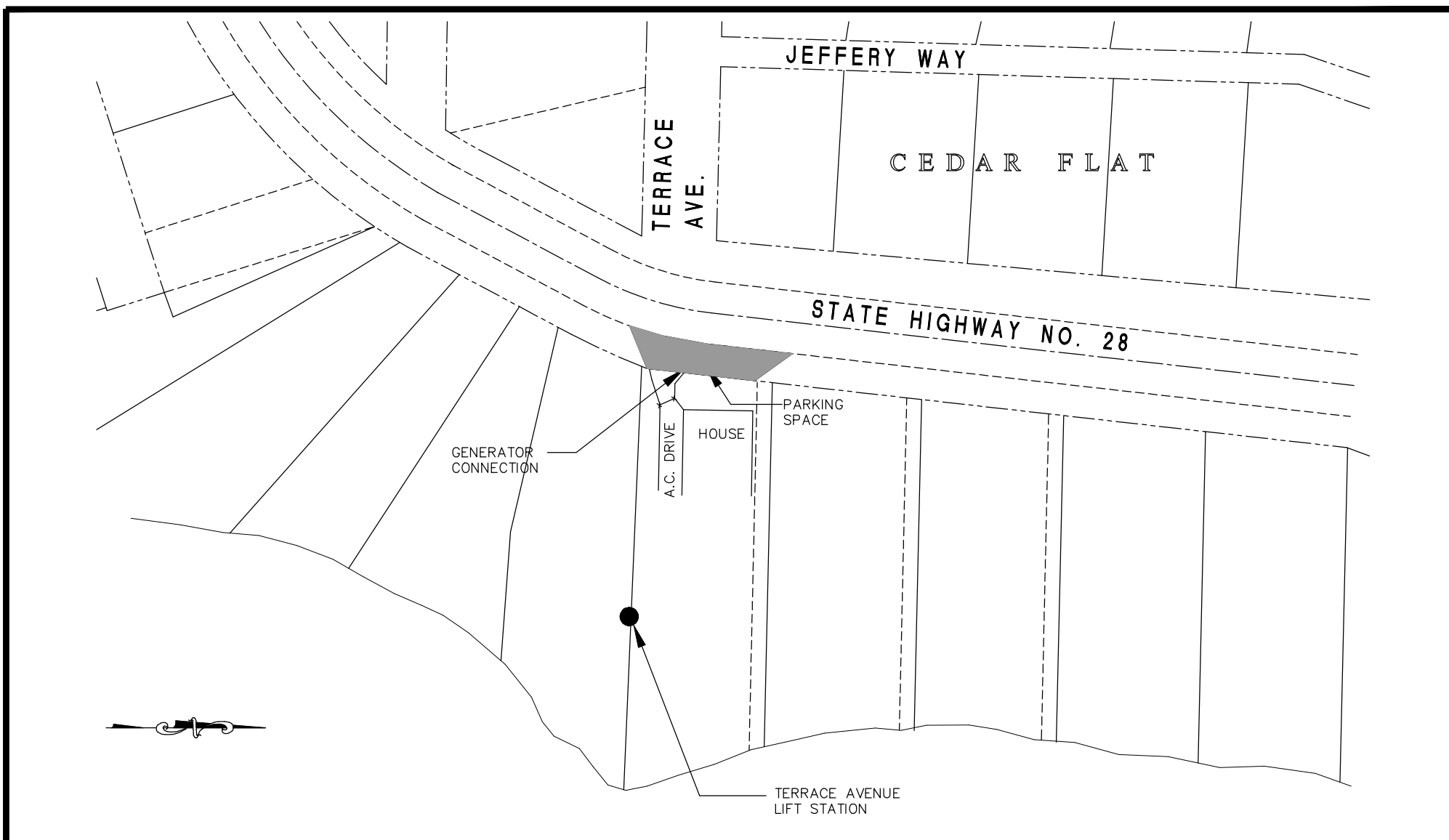
SHEET NO.  
**B3**

4 OF 9









DRAWN BY: NPC

SCALE: NO SCALE

DATE: MARCH 2022

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

APPROVED \_\_\_\_\_  
General Manager Date

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

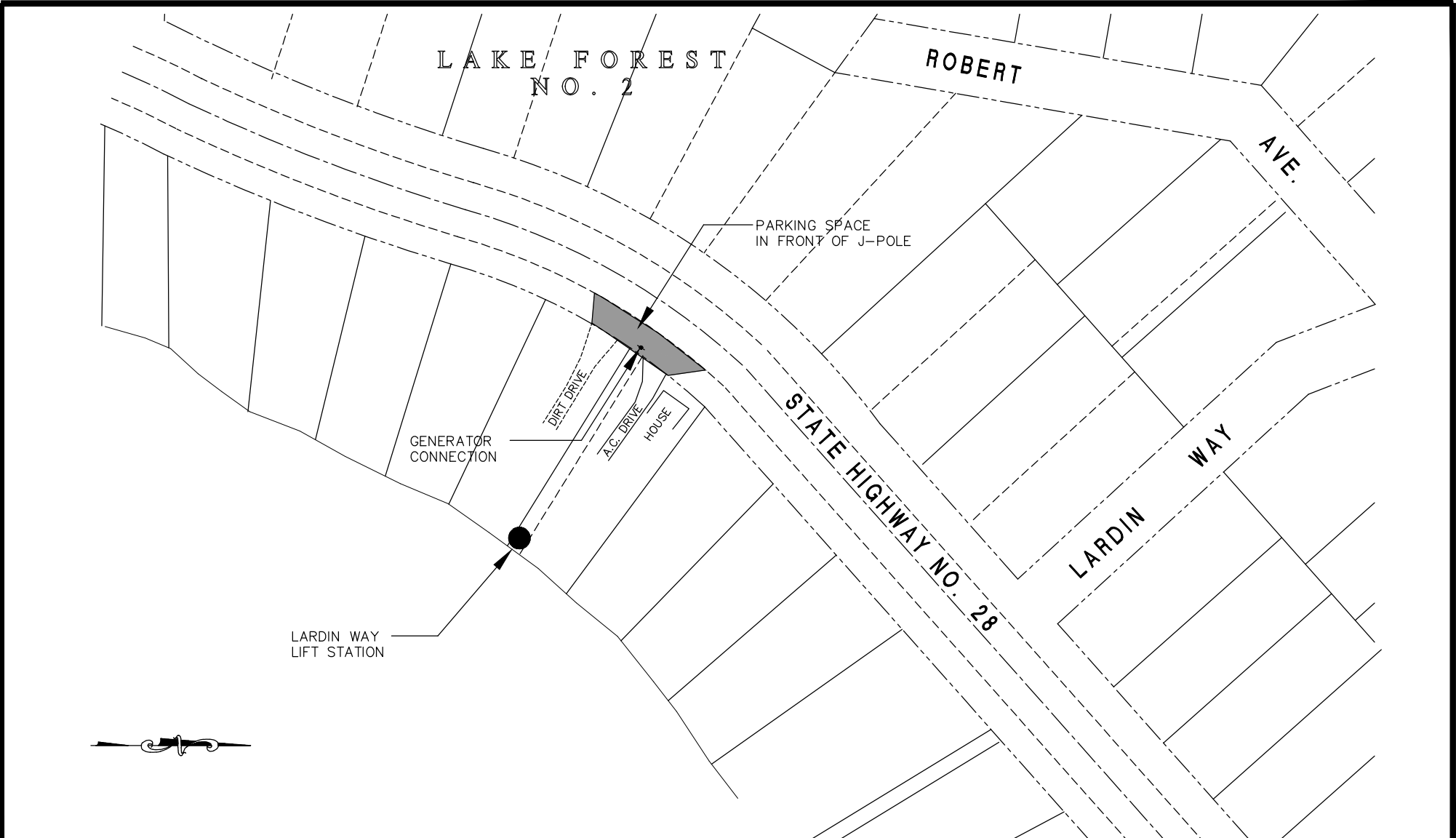
SNOW REMOVAL PROJECT - PRIORITY 1

D-3 PUMP STATION

SHEET NO.

B6

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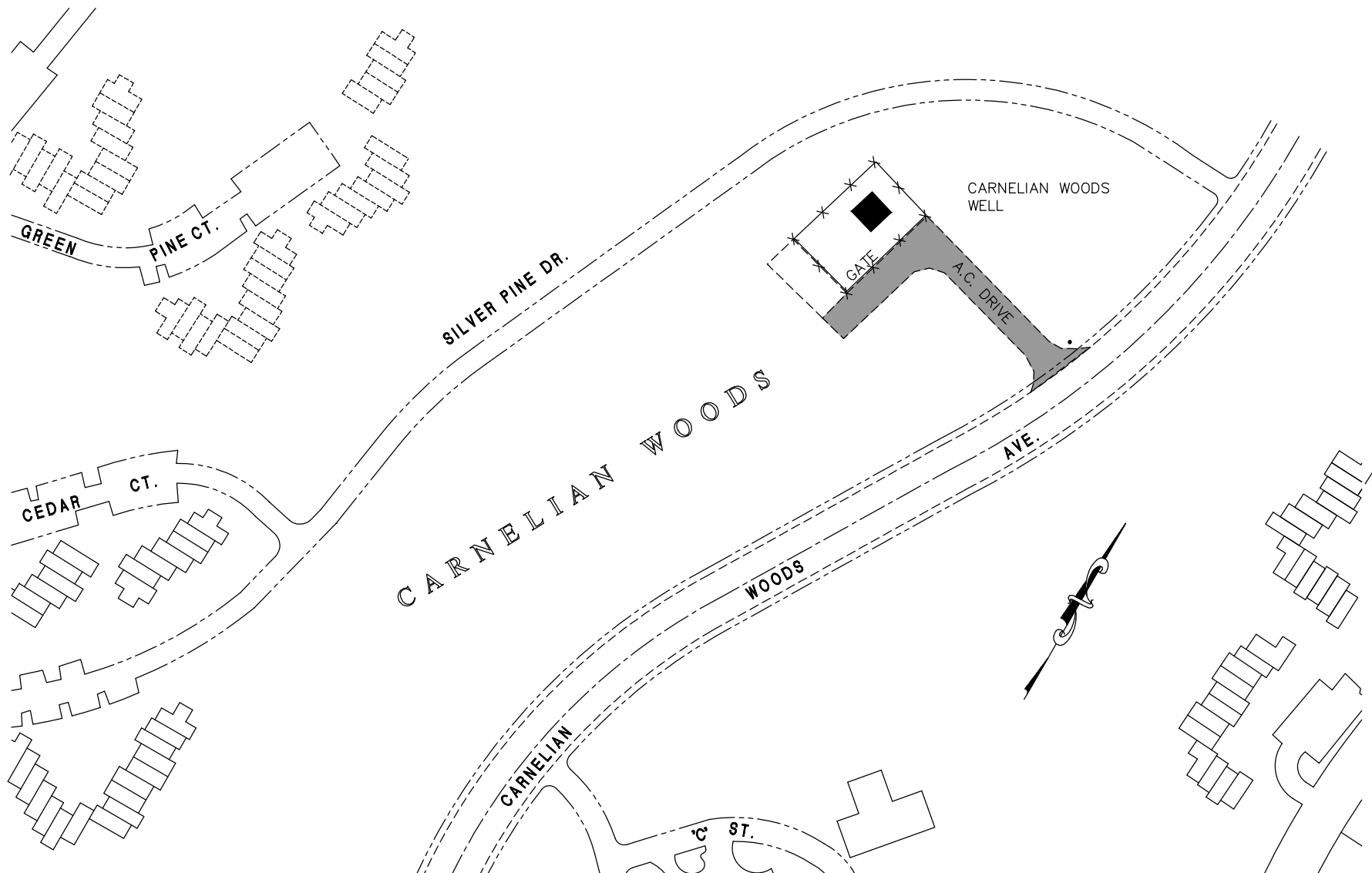
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SCALE:	NO SCALE
DATE:	MARCH 2022

NORTH TAHOE PUBLIC UTILITY DISTRICT	
APPROVED	_____
General Manager	Date

NORTH TAHOE PUBLIC UTILITY DISTRICT
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SNOW REMOVAL PROJECT - PRIORITY 1 D-4 PUMP STATION
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SHEET NO. <b>B7</b>
8 OF 9



DRAWN BY: NPC  
SCALE: NO SCALE  
DATE: MARCH 2022

NORTH TAHOE  
PUBLIC UTILITY DISTRICT  
APPROVED \_\_\_\_\_  
General Manager Date

NORTH TAHOE  
PUBLIC UTILITY DISTRICT

SNOW REMOVAL PROJECT - PRIORITY 2  
CARNELIAN WELL

SHEET NO.  
B8  
9 OF 9

**EXHIBIT "E"**

1.8     Contractor's Certificate Regarding Workers' Compensation.

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

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

## EXHIBIT "F"

### PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Contractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

DIR Registration Expiration: \_\_\_\_\_

Small Project Exemption: \_\_\_\_\_ Yes or \_\_\_\_\_ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

---

<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**EXHIBIT “G”**

**PAYMENT AND PERFORMANCE BONDS**

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the North Tahoe Public Utility District (hereinafter referred to as "District") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

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

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

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

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

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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



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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

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

By \_\_\_\_\_

Title \_\_\_\_\_  
\_\_\_\_\_

(Corporate Seal)

Surety

By \_\_\_\_\_  
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

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

- ☐ Partner(s)      ☐ Limited  
                         ☐ General

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

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

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

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

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

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

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

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the North Tahoe Public Utility District (hereinafter designated as the "District"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_ (the "Project"); and

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

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

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the District in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to

recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

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

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Title \_\_\_\_\_

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

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

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Signer(s) Other Than Named Above