



INVITATION TO BID

Portable Generator and Transfer Station Project

Issued by:

June Lake Public Utility District
2380 HWY 158
PO BOX 99
June Lake, CA 93529
(760) 648-7778 Ext 12

Bid Reference Number: Portable Generator with Transfer Stations
Issue Date: 6-20-24
Submission Deadline: 8-15-24

1. Executive Summary:

June Lake Public Utility District in its efforts to continue to always provide services even during an emergency, invite bids for a trailered portable generator and transfer switch stations at our water and sewer facilities. This project aims to allow us to be better prepared in the event of a power outage.

We are a small district located in the High Sierra mountains of California. We have hotels and restaurants in the area. There are licensing, insurance and bond requirements for this project. This project has been board approved, and funded.

2. Detailed Scope of Work:

Procure and have delivered a trailered portable generator capable of providing power to our water and sewer facilities. The scope includes a site assessment, transfer switch panel installation or install in our existing electrical panels and making the necessary electrical connections using appropriate wire gauges as needed. Also will require system testing and some training. We prefer to use a CAT genset as that is what we have in our district and it allows for us to save on servicing costs having gensets that can be serviced together in a single service visit. The transfer switch stations we have numbered as (4) being needed. All installations must comply with local building codes and electrical standards

3. Eligibility and Qualification Criteria:

Bidders must have at least 5 years of experience in transfer switch installations, hold a valid electrical contractor's license in the state of California and have completed at least 10 similar projects. Proof of financial

stability and insurance coverage is required. Must be able and willing to work in sometimes very acclimate weather conditions. We are located at 8,000 ft elevation and can have snow after October.

4. Submission Guidelines and Requirements:

- Bid Format and Structure: Bids should include a technical proposal, financial proposal, company profile and references.
 - Submission Address and Method: Submit bids to June Lake Public Utility District, PO Box 99, June Lake California 93529. Sealed and marked "Portable Generator Project Bid".
 - Number of Copies and Packaging: Submit one original and 2 copies.
 - Sealing and Marking of Bids: Envelopes must be sealed and clearly marked with the bid number (if applicable) and bid title.
 - Late Submissions Policy: Late submissions will not be accepted and will be returned.
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5. Bid Evaluation and Selection Process:

- Evaluation Criteria: Bids will be evaluated based on technical capability, cost and past performance.
 - Selection Process: A committee will review bids and may invite shortlisted bidders be present.
 - Notification of Award: The successful bidder will be notified within 30 days of the submission deadline.
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6. Comprehensive Terms and Conditions:

- Contractual Obligations: The contractor will be responsible for completing the installations within 60 days of contract award.
 - Payment Terms and Conditions: Payment will be made in 3 installments: 30% upfront, 40% after installation, and 30% upon project completion and acceptance. Acceptance will be after both parties have tested and are satisfied with the function and quality of work performed.
 - Performance Bonds or Guarantees: A performance bond of 10% of the contract value is required.
 - Confidentiality and Data Protection: All project details and data must be kept confidential.
 - Legal and Regulatory Compliance: Compliance with all local environmental and labor laws is mandatory.
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7. Pre-Bid Conference:

There will not be a pre-bid conference on this project. However the contact person(s) is available to provide discussion and photos etc..

8. Queries and Clarifications:

Direct all inquiries to Todd Kidwell, General Manager at gm@junelakepud.com. The deadline for inquiries is August 01, 2024.

9. Attachments and Supporting Documents:

Attached are genset information, transfer switch information and quote information for the portable trailered generator. If photos are requested in lieu of a site visit, we will work to provide as needed.

10. Amendments and Updates:

Any amendments to this invitation will be posted on our website and emailed to registered bidders who provide an email.

11. Closing Statement:

Thank you for considering this opportunity. We look forward to your innovative solutions to help us achieve our emergency preparedness goals.

Sincerely,

June Lake Public Utility District



Todd Kidwell – General Manager

6-21-24

Disclaimer:

June Lake Public Utility District reserves the right to accept or reject any or all bids, to negotiate with any qualified source, or to cancel in part or in its entirety this invitation to Bid. This invitation does not commit June Lake Public Utility to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for services or supplies.

Quote #: 00006673	Date: 07/28/2023	Sales Rep: Dave Vennie	Prepared by: Requelle Laday
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Customer/Billing Information:

Company Name: June Lake PUD	Ordered By: Todd Kidwell
Billing Address: P.O. Box 99 2380 HWY 158	Phone: 760-648-7778 Email: gm@junelakepud.com

PROPOSAL

Worldwide Power Products is pleased to offer the following proposal to meet the power generation requirements of your project:

Shindaiwa DGK125F Portable Generator Set	
Model: Shindaiwa DGK125F	Condition: New
Manufacture Date: 2023	Hours: 0
Engine	Generator
Engine Manufacturer: Isuzu	Generator Manufacturer: YAMABIKO CORPORATION
Engine Model: 4HK1X	Generator Model: SSG-3125SI
Engine RPM: 1800	kW: 100
HP: 153	kVa: 125
Cooling Method: Radiator	Voltage: Multi
Starter: Electric	Power Factor: 0.8
Governor: Electronic	Generator RPM: 1800
Air Cleaner: Standard Duty	Phase: Three
Jacket Water Heater	Hz: 60
Emissions Rating: Tier 4f	Leads: 12
Engine S/N: BR-4HK1XAGD-03	Bearings: Single Bearing
	Generator S/N: D18601 000100
Additional Specs	
WPP Item #: 9676	
Enclosure: Sound Attenuated Enclosed	
Multi-Voltage Selector	
Quantity: 1	Unit Price: \$87,000.00

ADDITIONAL

Freight: Not Included	
Total Package Price: \$87,000.00	
Availability: In Stock	Freight Terms: EXW - WPP
Payment Terms: 100% Due Prior to Shipping	

**Price does not include applicable sales tax or the Texas Emissions Reduction Plan (TERP) Surcharge Tax
Quote is valid for 30 days and is subject to the Terms & Conditions of the Sales Agreement*

Terms and Conditions

Please click the following link to view our full Terms and Conditions in PDF format:

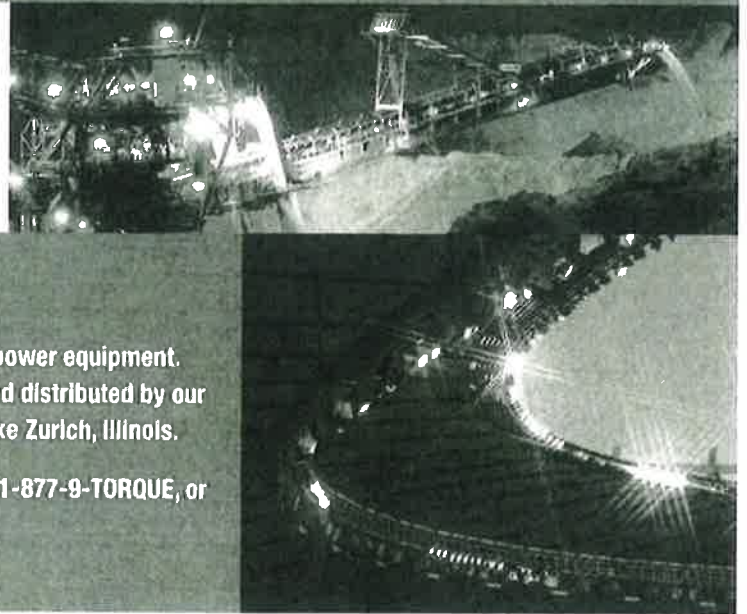
<https://www.wpowerproducts.com/terms.pdf>

65 db(A)

SIMULPHASE
TECHNOLOGY

TIER 4

kwiet
POWER



DGK125F

For over 70 years Shindaiwa has been a legendary leader in power equipment. Our high-quality and reliable generators are built in Japan and distributed by our US parent company, ECHO Incorporated, headquartered in Lake Zurich, Illinois.

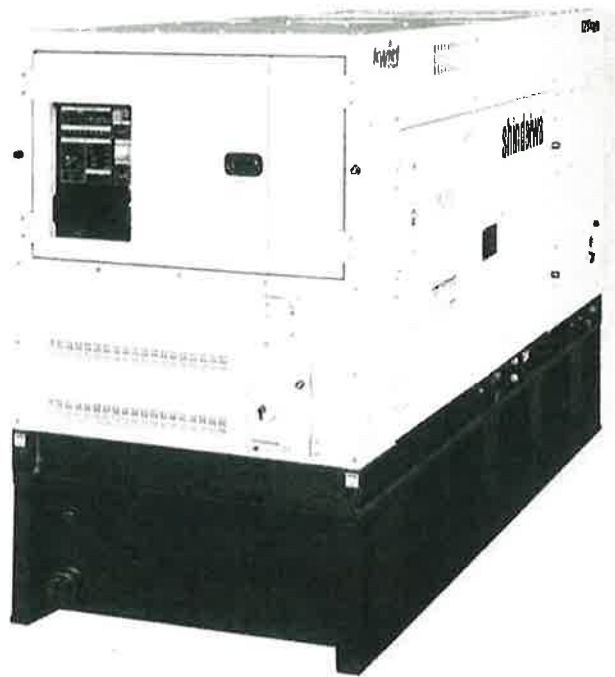
For further details, please feel free to contact us by phone at 1-877-9-TORQUE, or email us at lps@echo-usa.com.

Ultra-Quiet Features

- Air dams and insulated panels redirect cooling air, by doubling the length of travel, to minimize airflow noise without the need for power-robbing auxiliary fans.
- The enclosure features heavy-gauge door panels along with specially-engineered, sound-absorbing foam. The result is lower sound levels as well as increased unit rigidity.
- A specially-tuned muffler and a longer exhaust pipe improve the tolerance of high and low noise frequencies.

Accessories

- Trailer
- Block heater
- Battery charger
- Cam-Loks



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GENERATOR

Generator type	Revolving Field Brushless AC
Continuous output, 3 phase	100kW (125kVA)
Continuous output, 1 phase	75kW
Standby output, 3 phase	137.5kW
Voltage, 3 phase (switchable)	208V, 240V, 480V
Voltage, 1 phase (switchable)	120V, 240V
Amps, 3 phase, 208V	347A
Amps, 3 phase, 240V	301A
Amps, 3 phase, 480V	150A
Amps, 1 phase, 120V	313A x 2 (156A x 2, 480V)
Amps, 1 phase, 240V	313A (156A, 480V)
Rated Frequency-Regulation	60Hz ±0.15%
Rated speed, 60Hz	1800 rpm
Sound level, no load at 23 feet	65 db
Sound level, full load at 23 feet	66 db

DIESEL ENGINE

Make, model and type	ISUZU 4HK1X
Emission certification	US EPA Tier4 Final
Design features	Direct injection, Turbocharged, DOC and SCR
Displacement	316 cu.in. (5,193L)
Continuous rated output	152.3hp (113.6kW) @1800rpm (60Hz)
Starting system	Electric 12V DC
Internal fuel capacity	171.7gal (650L)
Fuel consumption, full load	7.1gal/hr (26.9L/hr)
Fuel consumption, 3/4 load	5.5gal/hr (20.7L/hr)
Fuel consumption, 1/2 load	3.9gal/hr (14.7L/hr)
Fuel consumption, 1/4 load	2.1gal/hr (9.1L/hr)
Total coolant capacity	8.2gal (31L)
Total oil capacity	6.2gal (23.5L)
DEF tank capacity	7.4gal x 2 (28L x 2)

PHYSICAL CHARACTERISTICS

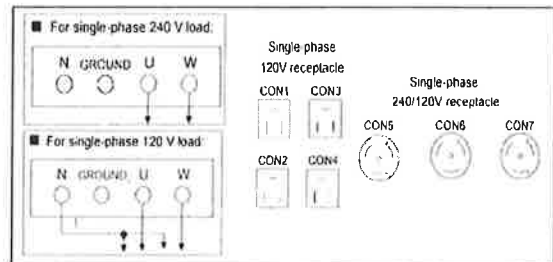
Dimensions (L x W x H)	120" x 48.8" x 59.1" (3050 x 1240 x 1500mm)
Unit dry weight	6592 lbs (2990kg)

POWER DISTRIBUTION *Figures in brackets are used when set to 480V

Use is possible up to the 75kW as shown below

SINGLE PHASE

3 wire output terminal			GFCI receptacle				50A Twistlock receptacle			Total:
U-W	U-N	W-N	CON1	CON2	CON3	CON4	CON5	CON6	CON7	
240V	120V	120V	120V		120V			120/240V		75
75 [37.5]	37.5 [18.5]	37.5 [18.5]	2.4		2.4		12	12	12	[37.5]



ATS Product SERIES				
Comparison Features	185	300 Group G	4000	7000
Intended Application	Residential Light Commercial	Commercial Light Industrial	Industrial	Mission Critical Critical Power
Ampere sizes available	100 - 400	30 - 3,000	30 - 4,000	30 - 4,000
Phases Available	Single	Single or Three	Single or Three	Single or Three
Pole Counts Available	2	2, 3 or 4	2, 3 or 4	2, 3 or 4
Low Voltage	220 - 240V	115 - 600V	115 - 600V	115 - 600V
Medium Voltage	N/A	N/A	N/A	5kV, 15kV
Product Type				
Open Transition Transfer Switch	Yes	Yes	Yes	Yes
Service Entrance Rated Transfer Switch	Yes	N/A	Yes	Yes
Power Transfer Load Center	Yes	N/A	N/A	Yes
Closed-Transition Transfer Switch	N/A	N/A	Yes	Yes
Delayed-Transition Transfer Switch	N/A	Yes	Yes	Yes
Soft Load Transfer	N/A	N/A	N/A	Yes
Bypass-Isolation Transfer Switch	N/A	N/A	N/A	Yes
Closed-Transition Bypass-Isolation TS	N/A	N/A	N/A	Yes
Delayed-Transition Bypass-Isolation TS	N/A	N/A	N/A	Yes
Soft Load Bypass-Isolation TS	N/A	N/A	N/A	Yes
Withstand and Close-On Ratings				
WCR When Used With Any Circuit Breakers	N/A	N/A	10-100 kA	10-100 kA
WCR When Used With Specific Circuit Breakers	10kA -35kA	22-100kA	22-100kA	22-100kA
WCR when used with current limiting fuses	100-200kA	100-200kA	100-200kA	100-200kA
Short Time Withstand Rating	N/A	N/A	36-65kA	36-65kA
Neutral Configuration				
Solid	STD	STD	Yes	Yes
Switched	N/A	Yes	Yes	Yes
Overlapping	N/A	N/A	N/A	Yes
Ground Termination	Yes	Yes	Yes	Yes

ATS Product SERIES

Comparison Features	185	300 Group G	4000	7000
Voltage and Frequency Settings				
Phase Selection	Single Phase	Single or Three Phase	Single or Three Phase	Single or Three Phase
Pick up Normal Source Voltage	198 Volts	85 to 100%	85 to 100%	85 to 100%
Drop out Normal Source Voltage	154-187 Volts	70% to 98%	70% to 98%	70% to 98%
Pick up Emergency Source Voltage	198 Volts	85 to 100%	85 to 100%	85 to 100%
Drop out Emergency Source Voltage	165 Volts	70% to 98%	70% to 98%	70% to 98%
Frequency	50 or 60Hz	50 or 60 Hz	50 or 60 Hz	50 or 60 Hz
Pick Up Emergency Source Frequency	48 or 57Hz	95% Fixed	90 to 100%	90 to 100%
Drop out Emergency Source Frequency	43 or 51Hz	85% Fixed	85 to 98%	85 to 98%
Normal Overvoltage Trip	N/A	102 to 115%	102 to 115%	102 to 115%
Emergency Overvoltage Trip	N/A	102 to 115%	102 to 115%	102 to 115%
Normal Overfrequency Trip	N/A	101 to 110%	101 to 110%	101 to 110%
Emergency Overfrequency Trip	N/A	101 to 110%	101 to 110%	101 to 110%
Pick up Normal Source Frequency	N/A	86 to 100%	90 to 100%	90 to 100%
Drop out Normal Source Frequency	N/A	85 to 98%	85 to 98%	85 to 98%
Normal & Emergency Voltage Unbalance	N/A	N/A	Yes	Yes
Time Delay Settings				
Override Normal Source Momentary Outage	1 or 3 Seconds	0 to 6 Seconds	0 to 6 Seconds	0 to 6 Seconds
Transfer to Emergency	10 Seconds	0 to 60 Min 59 Sec	0 to 60 Minutes	0 to 60 Minutes
Re-transfer to Normal Utility Power Loss Mode	5 Minutes	0 to 60 Min 59 Sec	0 to 60 Minutes	0 to 60 Minutes
Engine Cool Down	2 or 5 Minutes	0 to 60 Min 59 Sec	0 to 60 Minutes	0 to 60 Minutes
Override Emergency Source Momentary Outage	4 Seconds	0 to 6 Seconds	0 to 60 Minutes	0 to 60 Minutes
Generator Exerciser	7 Day	7 Day	Programmable	Programmable
Indication and Controls				
Load Connected to Normal	Yes	Yes	Yes	Yes
Load Connected to Emergency	Yes	Yes	Yes	Yes
Normal Source Available	Yes	Yes	Yes	Yes
Emergency Source Available	Yes	Yes	Yes	Yes
Transfer Test Switch	Yes	Yes	Yes	Yes
Terminals For Remote Transfer Control	STD	STD	STD	STD
Bypass Time Delay Switch	Yes	Yes	Yes	Yes
Transfer Inhibit	N/A	Yes	Yes	Yes
In-Phase Monitor	N/A	Yes	Yes	Yes
Load Disconnect Contacts with Time Delay	N/A	STD	Optional	Optional
Event Log	N/A	Optional	Yes	Yes
Power Manager	N/A	Optional	Optional	Optional
Transfer Controls Lock Out	N/A	N/A	Yes	Optional
Enclosures				
Type 1	Yes	Yes	Yes	Yes
Type 3R	Yes	Yes	Yes	Yes
Type 4	N/A	Yes	Yes	Yes
Type 4X	N/A	Yes	Yes	Yes
Type 12	N/A	Yes	Yes	Yes
Connectivity				
RS-485 Serial	N/A	Yes	Yes	Yes
Ethernet	Yes	Yes	Yes	Yes
Modbus	N/A	Yes	Yes	Yes
Monitoring and Control via ASCO Products	Yes	Yes	Yes	Yes
Optional Accessories				
Optional	Field Kits Only	Expanded	Limited	Extensive

**JUNE LAKE PUBLIC UTILITY DISTRICT
SHORT FORM CONSTRUCTION CONTRACT**

This CONTRACT made and entered into this _____ day of _____
by and between JUNE LAKE PUBLIC UTILITY DISTRICT ("District") and
_____ ("Contractor"). District and Contractor
are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

- A. The District desires to engage Contractor for performance of the following public work of improvement ****INSERT PROJECT NAME**** Project (the "Project" or the "Work").
- B. Contractor represents that it is a licensed contractor pursuant to section 7000 et seq. of the Business and Professions Code in the following classification(s) ****INSERT LICENSE(S)**** which it shall maintain for the duration of the Contract.
- C. Contractor further represents that it has examined and is fully familiar with all of the provisions of the Contract Documents, as defined herein; that it has satisfied itself as to the nature and location of all Work, the general and local conditions to be encountered in the performance of any Work, and all other matters which can in any way affect the Work or the cost thereof.
- D. Contractor has submitted a proposal to the District, incorporated herein by this reference, to perform all work and furnish the labor, supervision, materials and equipment, and operations necessary and required to complete the Project in strict accordance with the provisions of the Contract Documents, and at the prices stated.
- E. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which the Contractor shall complete the Project.

SECTION 1. SCOPE

- A. Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, services, engineering, testing, management, and supervision and/or any other act or thing required to diligently and fully perform and complete the Project in accordance with the Contract Documents, which is generally described as follows:

****INSERT BRIEF PROJECT DESCRIPTION****

Without limiting the foregoing description, Contractor's scope of work includes, but is not limited to, the following:

- (1) Submit any required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than 15 working days after the date of the Notice to Proceed and before the preconstruction meeting.

- (2) Submit a list of any permits and licenses the Contractor shall obtain indicating the agency granting the permit, the expected date to submit the application, and the required date for the receipt of the permit.
- (3) Protect all materials to be used in the Work in accordance with the specifications.
- (4) Protect existing facilities and personal property.
- (5) Attend a preconstruction conference to discuss schedule, access, sequence of work, and other issues.
- (6) If requested by the District, prepare and submit a written daily activity report to the District for each day on which work is performed, including weekends and holidays when worked, and submit reports to the District no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities and locations, construction crew sizes of general and subcontractors, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.
- (7) The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.
- (8) The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
- (9) Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.

B. The following documents are incorporated into and made part of this Contract by this reference, and may be referred to collectively as the "Contract Documents":

- Change orders issued in accordance with the Contract Documents
- Technical Specifications
- Plan Sheets
- Standard Specifications for Public Works Construction (the "Green Book"), excluding Sections 1 through 9, most recent version
- District Standard Specifications
- Contractor's Proposal/Schedule of Values
- List of Subcontractors Form (Attachment 1)
- Public Works Contractor Registration Certification (Attachment 2)
- Payment and Performance Bonds (Attachment 3)

The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. Contractor shall comply with all requirements of the Contract Documents. Figure dimensions on Drawings shall take precedence over scale dimensions, detailed Drawings shall take

precedence over general drawings. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the order presented above.

SECTION 2. TIME FOR COMPLETION

- A. Work on the Project shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall complete all work required by the Contract Documents within **[**INSERT CALENDAR DAYS**]** calendar days from the commencement date stated in the Notice to Proceed ("Contract Time"). By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete work on the Project.
- B. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of **[INSERT DOLLAR AMOUNT]** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing work on the Project, as liquidated damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents

SECTION 3. PAYMENT

- A. The District agrees to pay, and Contractor agrees to accept, the sum of _____ Dollars (\$_____) (the "Contract Price") subject to adjustments for changes in the work as may be directed in writing by the District, as payment in full for the Work. Work to be done at unit prices will be paid based on actual quantities of work performed and accepted.
- B. Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. The District shall make payment within thirty (30) days of receipt of an undisputed payment application, less five percent (5%) retention.
1. If any of the Work is to be paid on a unit price basis, Contractor shall submit a monthly itemized estimate of Work done for the purpose of making progress payments. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the District, for unit price items listed, if any, in the Schedule of Pay Items. Following the District's acceptance of the Work, the Contractor shall submit to the District a written statement of the final quantities of unit price items for inclusion in the final payment request. The District shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment. The District makes no representation that the actual quantities of work performed will not vary from the estimates.
 2. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, certified payroll reports, and other documents, in form satisfactory to the District, prior to receipt of any payment.

- C. The District shall release the retained funds (less any amounts in dispute, deducted for liquidated damages or as required by law, or other offsets) no less than thirty-five (35) days after the date the District accepts the Work.
- D. Pursuant to California Public Contract Code, Section 22300, Contractor may substitute securities for any money withheld by District to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District, with the State or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the District, which provides that no portion of the securities shall be paid to the Contractor until the District has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. District shall certify that the Contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by the Contractor.

SECTION 4. LABOR CODE PROVISIONS

- A. Prevailing Wages: District has copies of the general prevailing wage rate per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract on file at the principal office of the District at 2380 Hwy 158, June Lake, CA 93529 and which shall be posted at each job site. Contractor shall, as a penalty to District, forfeit not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by Contractor or by any subcontractors under Contractor. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.
- B. Public Works Contractor Registration: Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations at the time of the bid. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. 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.
- C. Labor Compliance. 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.

- D. Eight Hour Law. Eight hours labor shall constitute a legal day's hours per day, and forty hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to District \$25.00 for each calendar day during which such worker is required, or permitted to work more than eight hours in any one day or forty hours in any one calendar week in violation of the provisions of said Labor Code.
- E. 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 journey man, apprentice, worker, or other employee employed by him or her in connection with the public work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

In accordance with Labor Code section 1771.4, Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

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, the 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 the Contractor.

- F. Ineligible Contractors/Subcontractors/Debarment: A Contractor or subcontractor may not perform work who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.
- G. Apprentice: Attention is called to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor.
- H. Labor Certification. Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of section 3700 of the Labor Code. Prior to commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."
- I. Excavations and Shoring Plan. If the Contract Price is greater than \$25,000, Contractor shall, in advance of excavation five feet or more in depth, submit to the District a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations, and all costs therefor shall be included in the Contract Price. Nothing in this section shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose a tort liability on the District, any of its officers, officials, partners, employees, agents, Contractors or volunteers. The District's review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders. Prior to commencing any excavation, the Contractor shall designate in writing to the District the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.
- J. Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Price, and no additional compensation will be allowed therefore.

SECTION 5. INSURANCE/BONDS

DISTRICT RISK MANAGER TO REVIEW INSURANCE PROVISIONS

Contractor shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance and bonds required under this section. In addition,

Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

1. Contractor shall take out and maintain, during the performance of all work under this Contract, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.
2. Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.
 - b. The policy shall contain no endorsements or provisions limiting coverage for (A) contractual liability; (B) cross liability exclusion for claims or suits by one insured against another; (C) products/completed operations liability; or (D) contain any other exclusion contrary to the Agreement.
3. Commercial General Liability Insurance must include coverage for the following:
 - a. Bodily Injury and Property Damage
 - b. Personal Injury/Advertising Injury
 - c. Premises/Operations Liability
 - d. Products/Completed Operations Liability
 - e. Aggregate Limits that Apply per Project
 - f. Explosion, Collapse and Underground (UCX) exclusion deleted
 - g. Contractual Liability with respect to this Contract
 - h. Broad Form Property Damage
 - i. Independent Contractor Coverage
4. The policy shall give the June Lake Public Utility District, the board and each member of the board, its officers, directors, employees, agents and designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
5. The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

B. Automobile Liability

1. At all times during the performance of the work under this Contract, Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.
2. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering automobile liability, Code 1 (any auto) in the amount set forth herein.
3. The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the District and provided that deductibles shall not apply to the District as an additional insured.
4. All such policies shall name the June Lake Public Utility District, the board and each member of the board, its officers, directors, employees, agents and designated volunteers as Additional Insureds under the policies.

C. Workers' Compensation/Employer's Liability

1. At all times during the performance of the work under this Agreement and until the date of Project completion and acceptance by the District, Contractor shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.
2. Contractor hereby agrees to accept exclusive liability for, and shall hold District, District's officers, directors, employees and agents harmless from, all payroll taxes for contributions to unemployment insurances or old age pensions, or annuities, measured by wages, salaries or other remuneration paid to employees of Said Contractor of any subcontractors.
3. By signing this Contract, Contractor certifies to the District that pursuant to Section 1861 of the Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which requires 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 performance of the work of this Contract.

4. If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District.
5. Before beginning work, Contractor shall furnish to the District satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by

him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Contractor shall require all sub-contractors to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type and limits as specified in this section.

D. Builder's Risk ["All Risk"] Insurance

1. At all times during the performance of the work, Contractor shall maintain builder's risk insurance on an "all risk" completed value basis (including flood) upon the entire project which is the subject of this agreement. Coverage shall include completed work as well as work in progress. Such insurance shall include the June Lake Public Utility District as Loss Payee.
2. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or its subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the Work by the District.
3. The insurer shall waive all rights of subrogation against the District and shall provide the District with a Certificate of Insurance for Builder's Risk insurance coverage and evidence of waiver of rights of subrogation against the District.

E. Minimum Policy Limits Required

1. The following insurance limits are required for the Agreement:

Combined Single Limit	
Commercial General Liability	<u>\$1,000,000</u> per occurrence / <u>\$2,000,000</u> aggregate for bodily injury, personal injury and property damage
Automobile Liability	<u>\$1,000,000</u> per occurrence for bodily injury and property damage
Workers' Compensation	Statutory
Employer's Liability	<u>\$1,000,000</u> per occurrence
Builders' Risk insurance	Completed Value or replacement cost

F. Evidence Required

1. Prior to execution of the Agreement, Contractor shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent). All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any

additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

2. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the District indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

G. Policy Provisions Required

1. All policies shall contain a provision for thirty (30) days prior written notice by the insurer(s) to the District of cancellation of any policy required by this Contract, except that the Contractor shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates. In the event any insurer providing coverage required under this Contract shall fail to provide the notice required in this section, Contractor shall be responsible to provide such notice to the District. If any of the required coverage is cancelled or expires during the term of this Contract, the Contractor shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.
2. All policies of Commercial General Liability and Automobile Liability insurance shall contain or shall be endorsed to contain a waiver of subrogation in favor of the June Lake Public Utility District, the board and each member of the board, its officers, directors, employees, agents and designated volunteers; or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against June Lake Public Utility District, the board and each member of the board, its officers, directors, employees, agents and designated volunteers, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
3. The District, its directors, officers, employees, agents, representatives and authorized volunteers are to be given insured status (via ISO endorsement at least as broad as CG 2010 1185 or both CG 20 37 and CG 20 38 04 13 forms (if later revisions used) or endorsements providing the exact same coverage) on the Contractor's Builder's Risk ["All Risk"] policy and on all Contractor's policies of Commercial General Liability and Automobile Liability insurance, and on Contractor's subcontractors' policies of Commercial General Liability insurance (via ISO CG form 20 38 (or endorsements providing the exact same coverage)). The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors officers, employees, agents, representatives and/or authorized volunteers. Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the

parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.

4. All policies shall contain a provision stating that Contractor's policies and endorsements shall be construed as primary insurance and that the insurance of the District or any named insureds shall not be called upon to contribute to any loss. Additionally, it is understood and agreed to by the parties hereto and the insurance company(s) that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. Qualifying Insurers

1. All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

I. Additional Insurance Provisions

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Contract, including but not limited to, the provisions concerning indemnification.
2. If at any time during the life of the Contract, the Contractor fails to maintain in full force any insurance required by the Contract documents, the District has the right but not the duty to acquire the insurance it deems necessary and deduct the cost thereof from the appropriate progress payments due the Contractor, or backcharge the Contractor for such costs in the event they exceed the amount of unpaid progress payments due the Contractor. In the alternative, District may in its sole discretion terminate this Contract for cause.
3. The District may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.
4. Neither the District, nor the board, nor any member of the board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

J. Subcontractor Insurance Requirements

1. Contractor shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to the District that they

have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage.

- K. Bonds: [REQUIRED IF OVER \$25K] Contractor shall be required to furnish a payment bond and a performance bond in an amount equal to 100% of the contract price prior to execution of the Contract and in the form supplied by the District. Personal sureties and unregistered surety companies are unacceptable. The bonds shall be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California. The bonds must be accompanied by the original or a certified copy of the unrevoked power of attorney or other appropriate instrument entitling or authorizing the person who executed the bond to do so.

SECTION 6. TERMINATION OF CONTRACT

- A. If Contractor fails to commence work as provided in the Contract, or fails to make delivery of materials promptly as ordered, or to maintain the rate of delivery or progress of the work in such manner as in the opinion of District's authorized representative will ensure a full compliance with the Contract within the time limit, or if in the opinion of District's authorized representative, Contractor is not carrying out the provisions of the Contract in their true intent and meaning, written notice will be served on Contractor and its Surety to provide, within a specified time to be fixed by District's authorized representative, for satisfactory compliance with the Contract. If Contractor neglects or refuses to comply with such notice within the time therein fixed, he/she shall not thereafter exercise any rights under said Contract or be entitled to receive any of the benefits thereof, except as hereinafter provided, and District's authorized representative may with the approval of the Board of Directors perform any part of the work or purchase any or all of the material included in the Contract or required for the completion thereof, or take possession of all or any part of the machinery, tools, appliances, materials and supplies used in the work covered by the Contract or that have been delivered by or on account of Contractor for use in connection therewith, and the same may be used either directly by District or by other parties for it, in the completion of the work.
- B. District has the right to terminate or abandon any portion or all of the work under this agreement by giving ten (10) calendar days written notice to Contractor and its Surety. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Contractor the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Contractor of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

- C. Contractor may terminate its obligation to provide further services under this agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this agreement through no fault of Contractor.

SECTION 7. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District against any and all claims involving any type of property damage or personal injury, including death, that may be asserted by any person or type of entity, arising out of or in connection with the performance of work, both on and off the job site; provided however, Contractor shall not be liable for the sole established negligence or willful misconduct of District. Contractor will defend any action filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney fees in connection therewith. Contractor will promptly pay any judgment rendered against Contractor or District arising out of or in connection with such work, operation or activities of Contractor hereunder and Contractor agrees to save and hold District harmless therefrom. District may retain to the extent it deems necessary, the money due to Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified herein above.

SECTION 8. ASSIGNMENT AND SUBCONTRACTING

- A. Contractor shall give personal attention to the performance of the Work and shall keep the Work under its control.
- B. Subcontractors employed by Contractor on the execution of the work covered in these specifications shall be only those given prior written permission from District, and otherwise comply with Sections 4100 to 4113 inclusive of the Public Contract Code of California, if applicable.
- C. Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract, or of his/her right, title of interest in or to the same or any part thereof without previous consent in writing from District's authorized representative.

SECTION 9. CHANGES IN THE WORK

In the event District order changes in the Work, the Contract sum and the completion date will be adjusted accordingly. If a change is of an item not covered by the Contract, District and Contractor shall mutually agree upon the value of the work based on labor, materials and equipment involved. Regardless of Ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. Contractor shall provide notice to the District within seven (7) calendar days of discovery of the facts giving rise to any request for additional time and/or compensation. All changes in work shall be in writing and Contractor shall be responsible for any and all work done without District's prior written approval.

SECTION 10. BRAND NAME OR EQUAL

Whenever in the specifications any material, process or article is identified by grade, patent or proprietary name or by name of manufacturer, such specification shall be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better. Contractor bears the burden of proof as to the equality of any material, process or article and District may require Contractor to furnish the material, article or process specified if it decides that Contractor has not met his or her burden.

SECTION 11. STORMWATER

- A. Contractor shall be required to 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 local ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to California Regional Water Quality Control Board, San Diego Region, Order No. R9-2013-0001, as amended by R9-2015-0001, NPDES Order No. CAS0109266 and the State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit or CGP) and any amendment, renewal or reissuance thereof, for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common plan of development or sale.
- B. Contractor shall be responsible for filing the Notice of Intent and for obtaining coverage under and complying with the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work, revising the SWPPP as required by working conditions and coordinating all submittals with the District's Legally Responsible Person and/or Authorized Signatory, as those terms are defined in the Permit. The District reserves the right to review all SWPPPs to determine the adequacy of the document and to require any necessary corrections prior to uploading the SWPPP to the State's SMARTS database.
- C. The District retains the right to procure coverage under the Permit for the Project site if the Contractor fails to draft a satisfactory NOI or SWPPP or proceed in a manner that is satisfactory to the District. Any costs incurred by the District in procuring coverage under the Permit, or drafting an NOI or SWPPP shall be paid by the Contractor.
- D. In bidding on this Contract, it shall be Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP, including the cost of hiring a Qualified SWPPP Developer to prepare a SWPPP, Erosion/Sediment Control Plan sheets acceptable to the District, and the cost of hiring a Qualified SWPPP Practitioner to inspect the project and document each inspection. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.

- E. Contractor shall be responsible for procuring, implementing and maintaining compliance with the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the Engineer. If the Contractor has failed or is unable to maintain compliance with the Permit, the District reserves the right to implement the approved SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be the District's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Permit, any costs incurred by the District in implementing the approved SWPPP, or otherwise maintaining compliance with the Permit shall be paid by the Contractor.
- F. Contractor shall comply with the lawful requirements of any applicable municipality, District, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- G. 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.
- H. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the laws, regulations and policies described in this Article, or any other relevant water quality law, regulation, or policy.
- I. The District reserves the right to defend any enforcement action or civil action brought against the District for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the District for the costs associated with, any settlement reached between the District and any relevant enforcement entity.

SECTION 12. PROCEDURE FOR RESOLVING DISPUTES

- A. Contractor shall timely comply with all notices and requests for additional compensation and extensions of time, including but not limited to all requirements of Article 7 as a prerequisite to filing any claim governed by this Article. The failure to timely provide any notice or request required by the Contract Documents shall constitute a waiver of the right to these procedures.

- B. **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 Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.
- C. **Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 49 has been denied by the District, for (1) a time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (3) an amount the payment of which is disputed by the District. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.
- D. **Filing Claims.** Claims governed by this Article 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 procedures contained in Article 7, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. Any claim must 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 herein 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.
- E. **Supporting Documentation.** The Contractor shall submit all Claims in the following format:
1. Summary of claim merit and price, and Contract clause pursuant to which the claim is made.
 2. List of documents relating to the claim, including but not limited to Specifications, Drawings, Clarifications (Requests for Information), Schedules, and any other relevant documents upon which Contractor relies
 3. Chronology of events and correspondence
 4. Narrative analysis of claim merit
 5. Analysis of claim cost, including calculations and supporting documents

6. Analysis of time impact analysis in CPM format if a time extension is requested
7. Cover letter and certification of validity of the claim

F. **District Response to Claim.** Upon receipt of a Claim pursuant to this Article, the District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the claim, or as extended by mutual agreement, shall provide 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 District issues its written response.

If the District needs approval from the Board of Directors to provide Contractor a written statement as set forth above, and Board of Directors does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim, the District shall have up to three (3) days following the next publicly noticed meeting of Board of Directors after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim.

The District may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the District and the claimant. The District's written response shall be submitted 30 days (15 days if the Claim is less than \$50,000) after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.

G. **Meet and Confer Conference.** If the Contractor disputes the District's response, or if the District fails to respond within the statutory time period(s), the Contractor may so notify the District within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement of those portions of the Claim that remain in dispute. Upon such demand, the District shall schedule a meet and confer conference within 30 Days.

H. **Mediation.** Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion thereof remains in dispute, the District shall provide the Contractor with 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 the District issues its written statement. Any portion of the claim that remains in dispute shall be submitted to nonbinding mediation and the District and the Contractor shall equally share the associated mediator fees. The 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.

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.

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.

Unless otherwise agreed to by the public entity 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.

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.

- I. **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 prior to initiating litigation. 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.
- J. **Civil Actions.** The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

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 this Agreement. 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.

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. 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.

- K. Government Code Claim. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code section 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, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the District.
- L. **Non-Waiver.** The District's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

SECTION 13. Existence of Utilities:

- A. The District has endeavored to determine the existence of utilities at the Project Site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.
- B. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the District in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- C. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work.
- D. Main or Trunkline Facilities.
 - 1. Notwithstanding the above, pursuant to Section 4215 of the Government Code, as it may be amended from time to time, the District has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, District shall assume the responsibility for their timely removal, relocation, or protection.

2. The Contractor shall be compensated by the District for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing, relocating, protecting or temporarily maintaining such main or trunkline utility facilities not indicated with reasonable accuracy in the plans and specifications, and for equipment in the Project necessarily idled during such work.
3. Alternatively, District may make changes in the alignment and grade of the work to obviate the necessity to remove, relocate, or temporarily maintain the utility, or District may make arrangements with the owner of the utility for such work to be done at no cost to the Contractor.
4. The Contractor shall not be assessed a forfeiture for delay in completion of the Project when such delay is caused by the failure of the District or the owner of the utility to provide for the removal, relocation, protection or temporary maintenance of all such main or trunkline facilities not indicated with reasonable accuracy.
5. Nothing herein shall preclude the District from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.
6. Nothing herein shall be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.
7. If the Contractor while performing the Contract discovers utility facilities not identified by the District in the Contract plans or specifications, he shall immediately notify the District and utility in writing.
8. The owner of the public utility shall have the sole discretion to perform repairs or relocation work or hire the Contractor to do such repairs or relocation work at a reasonable price.

E. Other Utilities. In case it should be necessary to remove, relocate, or temporarily maintain a utility because of interference with the work, the work on the utility shall be performed and paid for as follows:

1. When it is necessary to remove, relocate or temporarily maintain a service connection, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the service connection. The work on the service connection shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the service connection has the option of doing such work with his own forces or permitting the work to be done by the Contractor.
2. When it is necessary to remove, relocate, or temporarily maintain a utility which is in the position shown on the plans, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the utility. The work on the utility shall be done in a manner

satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with his own forces or permitting the work to be done by the Contractor.

3. When it is necessary to remove, relocate, or temporarily maintain a utility which is not shown on the plans or is in a position different from that shown on the plans and were it in the position shown on the plans would not need to be removed, relocated, or temporarily maintained, and the cost of which is not required to be borne by the owner thereof, the District will make arrangements with the owner of the utility for such work to be done at no cost to the Contractor, or will require the Contractor to do such work in accordance with the provisions herein or will make changes in the alignment and grade of the work to obviate the necessity to remove, relocate, or temporarily maintain the utility. Changes in alignment and grade will be ordered in accordance with the provisions herein.
4. No representations are made that the obligations to move or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether or not said cost is required to be borne by the owner of the utility.
5. The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work and for the purpose of maintaining and making repairs to their property.

SECTION 14. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the District in writing. The District shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor.

SECTION 15. MISCELLANEOUS

- A. Governing Law. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. The Parties agree that Mono County, California is the proper venue for enforcement of the terms of this Agreement. The prevailing party in any action to enforce this Agreement or otherwise concerning the terms of the settlement of the Action shall be awarded costs and attorney's fees.
- B. Guarantee of Work: District requires Contractor to specifically guarantee its work for one (1) year for the date of acceptance.

- C. Contractors' State License Board Notice: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.
- D. Public Safety: During the performance of the work, Contractor shall take over all the necessary precautions and place proper guards for the prevention of accidents; shall indemnify and save harmless the District and the Board, its officers and agents and employees from all damages and costs to which they may be put by reason of injury to person or property resulting from the Contractor or his agents acts or omissions in the performance of the work or from any improper materials used in its construction.
- E. Notice of Third-Party Claims: Pursuant to Public Contract Code Section 9201, the District shall provide the Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. The District is entitled to recover its reasonable costs incurred in providing such notification.
- F. Clayton Act and Cartwright Act: Section 7103.5 of the Public Contract Code specifies that in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body 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. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. Pursuant to Public Contract Code section 7103.5, the Contractor and all of its subcontractors hereby offer and agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to this Agreement. This assignment shall become effective when the District tenders final payment to the Contractor without further acknowledgement by the parties.
- G. Interpretation: In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.
- H. Integrated Agreement: This Agreement embodies the entire understanding between the Parties pertaining to the matters described herein. Each party acknowledges that no party, agent or representative of the other party has made any promise, representation or warranty, express or implied, not expressly contained in this Agreement, that induced the other party to sign this document. No modification of this Agreement shall be valid unless agreed to in writing by the Parties. This Agreement may be executed in separate

counterparts, the whole of which shall constitute a binding agreement. Facsimile signatures, when received, shall have the same force and effect as original signatures.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF: The Contract is executed by the District's authorized representative.

[Name of Contractor]

JUNE LAKE PUBLIC UTILITY DISTRICT

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

License No. _____

Date: _____

Date: _____

**(ALL SIGNATURES MUST BE
NOTARIZED AND CORPORATE
SEALS AFFIXED, IF APPLICABLE)**

**ATTACHMENT 1
LIST OF SUBCONTRACTORS FORM**

Bidder shall set forth (a) the name and address of the place of business, (b) the CSLB contractor license number, (c) the DIR registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work, or labor, or render service to the bidder on said Contract, and each subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work according to the plan and specifications, in an amount of excess of one-half (1/2) of one percent (1%) of the total bid, and that portion of the work to be done by such subcontractor.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number

Name of Bidder _____

Signature _____

Name & Title _____

Dated _____

**ATTACHMENT 2
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

If this bid is due on or after March 1, 2015, then 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.

Bidder 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.¹

Name of Bidder: _____

DIR Registration Number: _____

Small Project Exemption: _____ Yes or _____ No

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder 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.
3. 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 Bidder _____

Signature _____

Name and Title _____

Dated _____

¹ 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."

**ATTACHMENT 3
Bond Forms**

[REQUIRED IF CONTRACT PRICE IS OVER \$25,000]

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the June Lake 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 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 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 part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees incurred by District in enforcing such obligation.

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 District from loss or damage resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit 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 District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at 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 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 District under the Contract and any modification thereto, less any amount previously paid by District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit District to complete the Project in any manner consistent with California 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 District under the Contract and any modification thereto, less any amount previously paid by District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that 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 District, when declaring the Contractor in default, notifies Surety of 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.

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

(Attach Attorney-in-Fact Certificate)

Title _____

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

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)

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 Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
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.

Place Notary Seal Above

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:

Title or Type of Document

Number of Pages

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 _____, Date _____ Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
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.

Place Notary Seal Above

Signature of Notary Public

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- 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 the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, the June Lake Public Utility District (hereinafter designated as "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, 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 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, and also, in case suit is brought upon this bond, all litigation expenses incurred by District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

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 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.

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

(Attach Attorney-in-Fact Certificate)

Title _____

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

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 _____, 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.

Place Notary Seal Above

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

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public,
personally

Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
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.

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END OF PAYMENT BOND