

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

P2660010

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Fish and Wildlife (CDFW)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

Upon DGS Approval

THROUGH END DATE

June 30, 2029

3. The maximum amount of this Agreement is:

TBD

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	10
Exhibit A, Attachment 1	Equipment Table	2
Exhibit A, Attachment 2	Operation and Maintenance Manual	4
Exhibit A, Attachment 3	Sample Work Order	1
Exhibit B	Budget Detail and Payment Provisions	6
Exhibit C *	General Terms and Conditions (GTC 02/2025)	*
Exhibit G	Additional Provisions (Public Works)	20
Std 18	Standard California Nondiscrimination Construction Contract Specifications	2

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

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PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Fish and Wildlife (CDFW)

CONTRACTING AGENCY ADDRESS

1010 Riverside Parkway

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Yujie Jin

TITLE

Branch Chief, Land and Facilities Engineering

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**DOMESTIC WATER TREATMENT PLANT OPERATIONS
MAINTENANCE AND REPAIRS
CONTRACTOR
EXHIBIT A – SCOPE OF WORK**

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1. Description:

The Contractor will provide to the California Department of Fish and Wildlife (CDFW): labor, materials, tools, equipment, and incidentals necessary for **contractual operation and routine systems maintenance, inspection, data measurements and sample analysis, servicing and repairs of the Hot Creek Hatchery (HCH) domestic water system**, in accordance with the specifications, terms, and conditions contained herein. All inspection and maintenance work will ensure that the equipment continues to function properly and safely.

2. Location of Services:

The services will be performed at 121 Hot Creek Hatchery Road, Mammoth Lakes, CA, 93546, Mono County

3. Contract Term:

Upon DGS approval through June 30, 2029

4. License Required:

- A- General Engineering Contractor, **OR**
- B – General Building Contractor, **OR**
- C-36 Plumbing Contractor, **OR**
- C-55 Water Conditioning Contractor

Additional certifications from the California State Water Resources Control Board required:

- Grade D2 Water Distribution or higher, **AND**
- Grade T2 Water Treatment or higher

5. Hourly rates for unforeseeable repair services stipulated in Exhibit B shall be limited to actual on-site time. Travel time will not be reimbursed.

6. The Project Officials during the term of this agreement will be:

CDFW Project Officials		Contractor Project Officials	
Contract Manager		Project Director	
Name:	Taylor McIlrath	Name:	TBD
Phone:	(760) 709-1903	Phone:	
Email:	Taylor.McIlrath@wildlife.ca.gov	Email:	
Address:	121 Hot Creek Hatchery Road – Mammoth Lakes CA 93546	Address:	

**DOMESTIC WATER TREATMENT PLANT OPERATIONS
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7. Codes & Regulations:

All work is to be performed in accordance with the Standard Specifications as stated below, except as provided in the General Conditions and the following:

State and Federal Codes:

- A. 2025 California Code of Regulations (CCR)
- B. 2025 California Administrative Code (CAR), [California Code of Regulations (CCR), Title 24, Part 1]
- C. 2025 California Building Code (CBC), Volumes 1, and 2, (CCR, Title 24, Part 2) (Based on 2024 International Building Code with 2025 California Amendments)
- D. 2025 California Residential Code (CRC), (CCR, Title 24, Part 2.5), (Based on 2024 International Residential Code)
- E. 2025 California Electrical Code (CEC), (CCR, Title 24, Part 3) (2023 National Electric Code (NEC) with 2025 California Amendments)
- F. 2025 California Mechanical Code (CMC), (CCR, Title 24, Part 4) (Based on 2024 Uniform Mechanical Code with 2025 California Amendments)
- G. 2025 California Plumbing Code (CPC), (CCR, Title 24, Part 5) (Based on 2024 Uniform Plumbing Code)
- H. 2025 California Energy Code, (CCR, Title 24, Part 6)
- I. 2025 California Historical Building Code, (CCR, Title 24, Part 8)
- J. 2025 California Fire Code (CFC), (CCR, Title 24, Part 9) (Based on 2024 International Fire Code)
- K. 2025 California Existing Building Code, (CCR, Title 24, Part 10), (Based on the 2024 International Existing Building Code)
- L. 2025 California Green Building Standards Code, (CCR, Title 24, Part 11)
- M. 2025 California Referenced Standards Code, (CCR, Title 24, Part 12);
 - NFPA 13 - Automatic Sprinkler Systems w/ CA Amendments 2025 Edition
 - NFPA 14 - Standpipe Systems w/ CA Amendments 2024 Edition
 - NFPA17a - Wet Chemical Systems 2024 Edition
 - NFPA 20 - Stationary Pumps 2025 Edition
 - NFPA 24 - Private Fire Mains w/ CA Amendments 2025 Edition
 - NFPA 72 - National Fire Alarm Code w/ CA Amendments 2025 Edition
 - NFPA 2001 - Clean Agent Fire Extinguishing Systems 2025 Edition
 - w/ CA Amendments
- N. Reference Code Sections for Applicable Standards:
 - 2025 CBC, Chapter 35
 - 2025 CFC, Chapter 80

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- O. Title 8 California Code of Regulations (CCR), CAL/OSHA Regulations-Safety Orders issued by Division of Industrial Safety of the State of California
- P. Title 19 CCR., Public Safety, State Fire Marshall (SFM) Regulations, List of Federal Codes & Standards (if applicable)
- Q. American with Disabilities Act (ADA), Title II or Title III
- R. 2025 California Access Compliance Advisory Reference Manual (As prepared by the Division of the State Architect Office, published on January 1, 2025, effective July 1, 2026)
- S. Department of Transportation (DOT) Standard Specifications and/or Plans; State of California, DOT, 2025
- T. Underwriters Laboratories, Inc. (UL Standards)

Additional Codes:

- A. American Concrete Institute (ACI), Latest Edition
- B. American Society for Testing and Materials (ASTM), Latest Edition
- C. Steel Construction Manual, American Institute of Steel Construction, (AISC), 15th Edition
- D. American Welding Society, AWS
- E. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)

8. Insurance Requirements:

The Contractor will be required to supply proof of and maintain liability coverage as outlined in Exhibit G, Insurance, Item 12B – Insurance Requirements of this agreement. These policy types include:

- Commercial General Liability
- Automobile Liability
- Worker's Compensation and Employer's Liability

❖ The above policies must each be endorsed to include "The State of California, its officers, agents and employees as additional insured but only with respect to work performed under the Contract."

9. Bond Requirements:

Contractor will be required to supply bonds as outlined in Exhibit G, Item 13 – Contract Bonds which is attached hereto and will be part of the resulting agreement. The bond(s) required for this Agreement include:

- Payment Bond required if contract cost is \$25,000 or more
- Performance Bond required if contract cost is \$10,000 or more AND progress payments will be made

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10. Quality Control:

The Contractor will be responsible for the completeness of the contract work. The Contractor will be responsible for the progress of the contract work until final completion and acceptance of same by the State and will make such checks on the work as may be necessary to assure conformance with these specifications.

11. Work Schedule:

Inspection/Maintenance Services will be provided during normal working hours (Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding state holidays).

The Contractor will be required to call the CDFW Facility Manager and make an appointment to perform the maintenance at least three (3) days in advance. The Contractor will check in with CDFW Facility Manager or CDFW designee upon arrival and check out when the work is completed.

12. Clean Up and Disposal of Refuse:

Upon completion of each maintenance/service activity under this contract, the Contractor must remove all remaining excess materials, waste, rubbish, debris, temporary facilities, and other equipment from the site. Final approval of the work done under these specifications will not be given until the final cleanup meets approval of the CDFW Facility Manager or CDFW designee.

13. Restoration of Improvements:

Any damage to existing facilities, structures or improvements caused by the Contractor, the Contractor's equipment, or the Contractor's staff during the term of this contract, will be repaired and restored to as good a condition as existed at the time work commenced at the Contractor's own expense.

14. Inability to Provide Services:

If the Contractor is temporarily unable to provide services as required, CDFW reserves the right to accomplish the work by other means during the period of the Contractor's inability to provide services and will be reimbursed by the Contractor for any costs.

15. Accidents/Damages:

Damage caused to the equipment covered herein due to fire, abuse, act of God, accident, unauthorized alterations, disasters, the elements, failure of electrical power, misuse, use of unauthorized agents, vandalism or negligence by the State or its officers, agents, or employees are not covered by this agreement except on a time and material basis. Such repairs will be performed by the Contractor at the Contractor's current, published rates at the time service is required, but only after the Contractor has made an estimate of all costs involved and written documentation has been provided to the Institution Contract Liaison or designee.

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16. Exclusions:

Excluded are painting or refinishing of equipment, and the furnishing of supplies, accessories, or devices of any nature, except such items or equipment as may be necessary for the maintenance of the equipment. This agreement does not include service, repair, or replacement of parts required as a result of accident, neglect, abuse, misuse, alteration of equipment, or other improper operation, including but not limited to operation of equipment outside of its specified environmental conditions.

17. Guarantee:

See Exhibit G Additional Provisions (Public Works) Item 54, Guarantee.

18. Prime Contractor Labor Rates:

Contractor labor rates as shown on Exhibit B, Item 4; Budget Detail applies only to the Prime Contractor and their employees while working on site.

19. Repair Services:

- A. Contractor will provide any necessary repair services upon request from the CDFW Contract Manager or CDFW Designated Representative.
- B. Contractor will provide repair services required to keep the equipment fully operational in accordance with manufacturer's standards. Repair services will include labor, materials, tools, equipment, taxes and incidentals necessary for repairs to the domestic water plant which supplies potable water for facility buildings, infrastructure and CDFW-owned residences.
- C. Foreseeable Repairs will be paid by CDFW at the Contractor's Repair Service-Hourly Rates, specified in Exhibit B, Line-Item Budget, Table 2, Foreseeable Repair Services. Equipment and parts are referenced in Exhibit A, Attachment 1 – Equipment Table.
- D. Unforeseeable Repairs will be paid by CDFW at the Contractor's Repair Service-Hourly Rates, specified in Exhibit B, Line-Item Budget, Table 3, Unforeseeable Repair Services.
- E. Contractor will respond to requests for repair service within one (1) business day of notification by the CDFW Contract Manager or CDFW Designated Representative.
- F. Contractor will make every attempt to complete repairs the same business day. When a part(s) must be ordered that will delay completion of repairs the same working day, Contractor shall inform the CDFW Contract Manager or CDFW Designated Representative immediately.
- G. Contractor will provide a legible, detailed proposal to repair the equipment. This will include the parts required, cost per item, substantiation of Manufacturer's Suggested Retail Price (MSRP), the estimated number of hours required to complete the repairs,

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and applicable sales tax. This will include which equipment is being repaired (unit number with serial number). The proposal will be given to the CDFW Contract Manager for review. All repairs will require prior approval by the CDFW Contract Manager.

- H. Repairs necessitated by faulty equipment, provided, and installed by Contractor, improper maintenance procedures, and/or Contractor's negligence or error shall be the responsibility of Contractor.
- I. All work will meet the applicable codes referenced herein and will be completed by the Contractor provided they have the appropriate license. Repairs outside the scope of the Contractor's license shall be by Sub-contractors with the appropriate Contractor's licenses and shall adhere to the rules governing subcontracting. See Exhibit G; 9. Use of Sub-contractors.

20. Urgent Repairs:

- A. Contractor will provide any necessary urgent repair services upon request from the CDFW Contract Manager or CDFW Designated Representative.
- B. Contractor must respond to requests for urgent repair services within **twenty-four (24)** hours of notification by the CDFW Contract Manager or CDFW Designated Representative.
- C. When possible, urgent repairs will be performed during normal business hours as specified herein. Contractor will provide repairs on overtime basis only when absolutely necessary.
- D. The CDFW Contract Manager or CDFW Designated Representative may, at their discretion, allow access to the equipment outside of normal business hours when necessary.
- E. Urgent services provided by the Contractor, will be charged at the Contractor's urgent Repair Service-Hourly Rates, specified in Exhibit B, Line-Item Budget, Table 3, Urgent Repair Services.
- F. When calculating Urgent Repair costs relative to Foreseeable Repairs, the hourly rate will be as identified in Exhibit B, Line-Item Budget, Table 3, Unforeseeable Repair Services. All other costs will be billed consistent with Table 2, Foreseeable Repair Services.
- G. Any urgent repair services provided will be completed the same business day. When a part(s) must be ordered that will delay completion of repairs the same business day, Contractor will inform the CDFW Contract Manager or CDFW Designated Representative immediately.
- H. Contractor will provide a legible, detailed proposal to repair the equipment. This will include the parts required, cost per item, substantiation of MSRP, the estimated number of hours required to complete the repairs, and applicable sales tax. This will include which

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equipment is being repaired (unit number with serial number). The proposal will be given to the CDFW Contract Manager for review. All repairs will require prior approval by the CDFW Contract Manager.

- I. Repairs necessitated by faulty equipment, provided, and installed by Contractor, improper maintenance procedures, and/or Contractor's negligence or error shall be the responsibility of Contractor.
- J. All work will meet the applicable codes referenced herein and will be completed by the Contractor provided they have the appropriate license. Repairs outside the scope of the Contractor's license shall be by Sub-contractors with the appropriate Contractor's licenses and shall adhere to the rules governing subcontracting. See Exhibit G; 9. Use of Sub-contractors.

21. Work Order

- A. Contractor shall submit a written estimate for unforeseeable repair services to the Contract Manager and receive an approved Work Order, prior to performing repair services. Exhibit A, Attachment 3 – Sample Work Order is included for reference.
- B. Contractor shall notify and submit a written estimate of required labor and part(s) costs to the Contract Manager and receive an approved work order, prior to ordering or replacement of part(s). Exhibit A, Attachment 3 – Sample Work Order is included for reference.
- C. In the case of conflict between the rates identified on Exhibit B – Budget Detail and Payment Provisions, Table 3. Unforeseeable Repair Services and the rates identified in the Work Order, the Budget Detail and Payment Provisions shall prevail.

22. Parts Replacement:

This agreement will include replacement of any part that becomes worn or inoperable, or that otherwise affects the equipment's operability in any way. A published price list for parts shall be submitted with the contractor's invoice to the State.

Parts replaced by the Contractor under this Agreement shall be new, factory manufactured, or equivalent to manufacturer's standards.

Contractor must notify the Contract Manager or designee prior to ordering and/or installing the part. A written estimate of the required part(s) must be submitted to the CDFW Contract Manager or designee and approved before replacement.

The Contractor will be required to complete a list of material suppliers, sub-contractors and any other vendors, be supplied with the written estimate and a written approval from the CDFW Contract Manager. Additionally, with the invoice, unconditional lien releases from all listed, suppliers, sub-contractors, and vendors shall be supplied before the invoice can be approved for payment. If the invoice is received without the supporting unconditional lien releases, it will

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be disputed. Parts replaced by the Contractor under this agreement shall be new, factory manufactured, or of equivalent quality. Contractor agrees to maintain an adequate supply and/or be able to obtain within a reasonable amount of time any necessary replacement parts in order to perform repairs and maintenance in a timely manner. Consumables and other supply items are hereby excluded. Any parts that have been replaced become the property of CDFW.

23. Inspection and Maintenance Requirements:

- A. Contractor will inspect and service the following equipment on a quarterly basis. Contractor is responsible for obtaining manufacturer's guidelines for regular maintenance.
- B. The Contractor will inspect and maintain the equipment (See Exhibit A – Attachment 1) as follows:
 - 1. All items listed in Exhibit A, Attachment 1 will be inspected by the contractor weekly, to ensure they are in working order and operating to manufacturer standards. Any issues found upon inspection will be reported to the hatchery manager.
 - All motors used for pumping or mixing are to be checked for excessive heat or noise.
 - All system piping and valves are to be inspected for corrosion and leakage.
 - All electrical systems are to be inspected for degradation of the insulation and connections. This includes indicator lights and warning devices.
 - All instruments and associated devices (probes, charts, ink pens, etc.)
 - All associated vessels are to be inspected for corrosion and leakage.
 - 2. The LMI Flow Meters (51933134) and (9400308) are to be calibrated on an annual basis.
- C. A logbook will be kept on site to be maintained by the Contractor. The log must contain the date of maintenance performed. This will include date of entry, individual making entry, make, brand, model number, name plate data, manufacturer's maintenance literature, and parts breakdown.

24. Reports:

Contractor shall produce monthly summary sheets that record raw water turbidity once a day, daily average treated water turbidity and chlorine residual of the treated water for that day (this data provided and calculated from readings recorded on the continuous turbidity-chlorine chart recorder) as well as daily flow readings and reagent mixing volumes per visit plus CT Compliance reports along with any other required Mono County Health Department testing or monitoring and shall be submitted to the Contract Manager at Hot Creek Hatchery, 121 Hot Creek Hatchery Road, Mammoth Lakes, CA 93546, monthly, by the tenth day of the following month.

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- A. The report must include the following narrative sections:
1. A brief introduction section including a statement of purpose, the scope of the project, and a description of the approach and techniques used during the project.
 2. Any additional information that is deemed appropriate by the CDFW Contract Manager and Contractor's Project Director.
 - a. The report must summarize the following data elements:
 - i. Daily raw water turbidity
 - ii. Daily average treated water turbidity
 - iii. Daily chlorine residual of the treated water
 - iv. Daily flow readings
 - v. Daily reagent mixing volumes
 - b. Draft and final report must be in PDF format.
 - c. The Contractor will prepare and submit the draft report to the CDFW Contract Manager by email. The CDFW Contract Manager will have number of days/weeks to provide comments to the draft report, after which a final report must be prepared. The CDFW Contract Manager may accept the draft report as the final report. The report will not be considered final until accepted and approved by the CDFW Contract Manager.
 - d. The Contractor must submit, via email or hand-delivery, a Material Safety Data Sheet (MSDS) for all chemicals used on the property to the CDFW Contract Manager prior to the first pest control service being administered. A current MSDS must be provided any time a new material is used in the process of completing the requirements of this agreement.

(Document continues on next page)

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25. Schedule of Completion Dates:

Activity	Anticipated Due Date*
Operation Duties as outlined in Exhibit A, Attachment 1, Section IV, No. 1-9: Monthly Reporting & Analysis Preventative Maintenance Sampling Data Collection & Analysis Miscellaneous	Feb 15, 2027 – June 30, 2027 Feb 15, 2027 – June 30, 2027 Feb 15, 2027 – June 30, 2027 Feb 15, 2027 – June 30, 2027
Operation Duties as outlined in Exhibit A, Attachment 2, Section IV, No. 1-9: Monthly Reporting & Analysis Preventative Maintenance Sampling Data Collection & Analysis Miscellaneous	July 01, 2027 – June 30, 2028 July 01, 2027 – June 30, 2028 July 01, 2027 – June 30, 2028 July 01, 2027 – June 30, 2028
Operation Duties as outlined in Exhibit A, Attachment 2, Section IV, No. 1-9: Monthly Reporting & Analysis Preventative Maintenance Sampling Data Collection & Analysis Miscellaneous	July 01, 2028 – June 30, 2029 July 01, 2028 – June 30, 2029 July 01, 2028 – June 30, 2029 July 01, 2028 – June 30, 2029

*Changes to due dates must be agreed upon in writing by the Contractor and CDFW Contract Manager.

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EXHIBIT A, ATTACHMENT 1 – EQUIPMENT TABLE**

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Equipment Type	Fuel Type	Manufacturer	Model Number	Serial Number	Location
A751 LMI Dosing Pumps (4)	Electric	LMI	A751-393B1	Unknown	Domestic Building
AMT Service Pump	Electric	AMT	4240-95	Unknown	Domestic Building
45 Gallon Chemical Drums	N/A	N/A	N/A	N/A	Domestic Building
Dayton Chemical Mixers	Electric	Dayton	6JHX3	Unknown	Domestic Building
Raw Water Pump	Electric	STA-RITE	SLC-L	Unknown	Domestic Building
Culligan Backflush Controllers	Electric	Culligan	01016169	Uknown	Domestic Building
Aquamatic Valves (12)	N/A	Aquamatic	426-A	Unknown	Domestic Building
Backflush Pump	Electric	STA-RITE	DHJ3-170	Unknown	Domestic Building
Chart Recorder	Electric	MRC	MRC 5000	Unknown	Domestic Building
CL17 Chlorine Meter	Electric	HACH	54400-60	101200378073	Domestic Building
LMI Meter and Programmable Divider (2)	Electric	LMI	PD-4 (Divider) 51933134 (Meter) 9400308 (Meter)	Unknown	Domestic Building

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Equipment Type	Fuel Type	Manufacturer	Model Number	Serial Number	Location
Clarifier Filter Media	N/A	N/A	N/A	N/A	Domestic Building
Depth Filter Media	N/A	N/A	N/A	N/A	Domestic Building
Carbon Filter	N/A	N/A	N/A	N/A	Domestic Building
Turbidity Standards	N/A	N/A	N/A	N/A	Domestic Building
Floats	N/A	N/A	N/A	N/A	Domestic Building
Mercury Switch	N/A	Dwyer	DA31-2R6	N/A	Domestic Building
Static Mixer	N/A	Koflo	2-80-4-6-9	N/A	Domestic Building

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**EXHIBIT A, ATTACHMENT 2 - OPERATION AND MAINTENANCE MANUAL, SECTION IV,
OPERATOR'S DUTIES**

1. Holding Tank Volume

The approximate level of water in the system holding tank is to be observed and recorded on the System Multi-Tech Data Sheet each time the system is visited by the operator. The level recorded should be estimated to the nearest eighth of a volume. (i.e. 1/8, 1/4, 7/8, etc). If the level has fallen below the system activation level and the system is not operating, the operator shall check the System Process Tanks to find the reason for the failure and make all corrections to activate the system as needed.

2. Reagents

The chemical reagents are listed in Section III, Sub-Section 2, Chemicals and Dosages. These solutions are to be mixed on an as needed basis. The frequency of the mixing will depend directly on the amount of water being distributed by the system. Mixtures are accomplished by measuring the amount of Concentrated Chemical and by adding it to each respective Feed Storage Tank. The level in the feed storage tank is then filled to the 45-gallon mark on the tank with water. The amount of concentrated chemical added is dependent upon the Dosage amount that is posted on the tank. The amount of concentrated chemical used to make the mixture is to be entered on the System Multi-Tech Data Sheet located in the systems daily logbook. The dosage of the solution in the feed storage tanks must be varied by the operator to maintain the desired treated water quality. A Turbidity value of less than 0.5 NTU's and Residual Chlorine value of approximately 0.5 mg/L in the Holding Tank. The holding tank value may vary in the direct proportion to the residual chlorine value at the most distant point in the distribution system. (This value must not fall below 0.2 mg/L).

3. Daily Average Turbidity

The operator shall calculate and record the 24-Hour Average Turbidity using only data points recorded when the system has operated. These readings may be found on the Circular Recording Chart located on the Partlow Model 5000 Recorder. The recording Chart is a 7 Day Circular Unit and must be removed and a new chart installed on a weekly basis. Operational instructions may be found in the equipment manual located at the operator desk. Turbidity is measured by the Hach Model 1720E Inline Turbidimeter which controls the operation of the Multi-Barrier Filtration and treatment System. The backwash cycle on the system is manually activated when the turbidity of the treated water reaches 0.5 NTU's. The operator shall manually activate the backwash of the system on a regulated basis to assure the optimal operation of the treatment unit. It is suggested that the manual backwash procedure be instituted when the operator observes a rise in the normal turbidity operating level of the system. (Generally, above 0.15 NTU's)

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**EXHIBIT A, ATTACHMENT 2 - OPERATION AND MAINTENANCE MANUAL, SECTION IV,
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4. System Residual Chlorine

The operator shall Calculate and Record the 24-Hour Average Residual Chlorine from the Circular Recording Chart located on the Parlow Model 5000 Recorder in conjunction with the daily turbidity readings. Residual Chlorine is measured by the Hach Model CL17 Inline Chlorine Analyzer. The amount of residual chlorine is controlled by the operator, by varying the volume of concentrated Chlorine (Hasachlor, 12.5% Sodium Hypochlorite), mixed in the initial and final disinfection feed storage tanks. It is recommended that the residual chlorine be maintained around 0.5 mg/L in the Distribution Holding Tanks. The residual chlorine should be maintained at a level no lower than 0.2 mg/L at the most distant point in the distribution system.

5. System Regeneration (Backwashing)

The operator shall activate the system backwashing procedure when turbidity of the water being distributed to the distribution holding tanks begins to rise above the normal operating levels. The Multi-Barrier Filtration and Treatment System will typically produce water quality of 0.05 NTU's to 0.15 NTU's during the normal operating parameters. The frequency of time between backwashes will vary in direct proportion to the amount of water being used from the distribution system. The operator should initiate a manual backwash when a rise from the normal operating turbidity is observed. The system was originally designed to automatically initiate the backwash procedure when the delivered water reached a turbidity of 0.5 NTU's or greater, however this feature proved unreliable and has been deactivated. It is not recommended that the operator allow the system to advance to that point if it can be avoided. Each time a manual backwash is performed, the operator shall take a composite sample for TSS analysis.

6. System Water Quality Assurance

The operator shall take and / or perform all Mono County Health Department required water quality assurance samples for analysis. These include but are not limited to monthly coliform samples to be analyzed by the health department, residual chlorine analysis on an as need basis, annual analysis on raw and treated water, backwash effluent every six months, semiannual calibration of the turbidity and residual chlorine meter's and all required water quality analysis as regulated by the Mono County Health Department.

7. System Vessel Inspections

The operator shall conduct a physical inspection of all vessels contained within the treatment system. The inspection shall include, but not limited to, the removal of vessel covers, inspection of the filter media, removal of foreign materials and correction of the media for shortcircuiting and stratification. The septic tank, which receives the backwash water, shall be inspected once a year.

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**EXHIBIT A, ATTACHMENT 2 - OPERATION AND MAINTENANCE MANUAL, SECTION IV,
OPERATOR'S DUTIES**

8. Equipment Maintenance

The operator shall conduct a visual inspection of the total system each time a visitation is made. The following is a list of the general items to be observed and corrected on an as needed basis.

- a. All motors used for pumping or mixing are to be checked for excessive heat or noise.
- b. All system piping and valves are to be inspected for corrosion and leakage.
- c. All electrical systems are to be inspected for degradation of the insulation and connections. This includes indicator lights and warning devices.
- d. All instruments and associated devices (probes, charts, ink pens, etc.)
- e. All associated vessels are to be inspected for corrosion and leakage.

Corrections to the system are to be made when they are observed by the operator. If the corrective action is excessive and / or requires a system shutdown, or the services of an outside contractor, the operator will notify the hatchery manager immediately and only continue with the permission of the manager.

9. General System Information

1. Storage Tanks:

Primary Diameter - 9.54 ft. (r = 4.77 ft.) Height—8.0 ft
Volume - 4277 gallons 1 in = 0.083 ft. = 44.37 gallons
Secondary Volume – 2000 gallons (estimated)
Hydro-Pneumatic: Volume 1000 gallons
Water / Air Ratio – 60/40
Pressure Settings: Low-50 psi High- 65 psi

2. Filtration System:

Maximum – 18.75 GPM (1125 GPH)
Measured - 15.66 GPM

3. Backwash System

Stage #1 (Bed Lift Cycle)	-3 Minutes
Stage #2 (Scour Cycle)	-7 Minutes
Stage #3 (Displacement Cycle)	-3 Minutes
Stage #4 (Off Cycle)	-3 Minutes
Stage #5 (Rinse Cycle)	-3 Minutes

Total Time 19 Minutes

4. Carbon Filter Backwash:

Stage #1 (Backwash Cycle) - 10 Minutes
Stage # 2 (Conditioning Cycle) - 5 Minutes

**DOMESTIC WATER TREATMENT PLANT OPERATIONS
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**EXHIBIT A, ATTACHMENT 2 - OPERATION AND MAINTENANCE MANUAL, SECTION IV,
OPERATOR'S DUTIES**

5. Backwash Volumes

Full System Backwash	2133 Gallons
Filter System only	1483 Gallons
Carbon Filter only	650 Gallons

6. Feed Storage Tanks:

Volumes 45 Gallons

7. Raw Water Intake Unit:

The unit is located approximately 100 feet west of the main water treatment building. The unit consists of a 1 ½ inch delivery line with a screened foot valve housed inside a small wooden building.

NOTE: The intake unit should be inspected periodically to assure its cleanliness and integrity

**DOMESTIC WATER TREATMENT PLANT OPERATIONS
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EXHIBIT A, ATTACHMENT 3 – SAMPLE WORK ORDER**

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Sample Work Order

Between California Department of Fish and Wildlife (CDFW), and Contractor Name	Work Order:	
	Contract:	P2660010

The parties mutually agree to this Work Order (WO). All terms and conditions of the original Agreement shall remain in full force and effect. The scope of work for this WO is described below.

Work Title:			
Description of work:			
Estimated Number of Hours:			
Labor Hourly Rate (\$/hour):			
Part(s) Cost (\$):			
Total Cost Estimate (\$):			
Site Contact:		Email:	Phone: () -

Description of work and validation of cost according to original Agreement.

Start Date:	
End date:	

IN WITNESS WHEREOF, this Work Order has been executed by the parties hereto.

Contract Manager		Project Director	
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	

**DOMESTIC WATER TREATMENT PLANT OPERATIONS
MAINTENANCE AND REPAIRS
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EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS**

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1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. The Contractor agrees to accept payment only in the form of a warrant issued by the California State Controller's Office (SCO). No other payment method shall be made in the payment of these invoices.
- C. The Contractor shall submit an original and one (1) copy of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted by mail or email to:

Contract Coordinator:	Noretta Govoni, Analyst II
Region / Division:	Inland Deserts Region 6 / Ontario
Address:	3602 Inland Empire Blvd C-220 – Ontario CA 91764
Email:	Noretta.Govoni@wildlife.ca.gov

- D. The original and one (1) approved copy of the invoice will be forwarded to the Department of Fish and Wildlife's Accounting Claims Section by the Contract Coordinator. Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Failure to use the address exactly as provided above, may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager.
- E. Prices paid for the various items of the contract shall include full compensation for furnishing all material, labor, tools, and equipment, and doing all work involved in accomplishing the fulfillment of the scope of work as herein specified. Items necessary for the completion of the work for which no separate prices are herein included shall be considered included in the various items of the contract.
- F. Progress payments shall only be made by the State in the event the contract term is greater than monthly. The Contractor may submit progress payment invoices on completion of work not more frequently than every thirty (30) days in arrears.
- G. No progress payments shall be made for less than twenty (20) working days.
- H. All contracts shall have five percent (5%) retention held for thirty (30) calendar days after completion of the work and then released upon receipt of invoice.
- I. Five percent (5%) shall be retained from each progress payment and held by the State as partial security for the fulfillment of the contract by the Contractor. The State shall pay the Contractor the value of such work, as estimated therein, after deducting therefrom all previous payments, and all amounts to be retained under the provisions of this Agreement. Final retention shall be held thirty (30) calendar days from final

**DOMESTIC WATER TREATMENT PLANT OPERATIONS
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inspection and acceptance of the completed scope of work and then released upon receipt of invoice.

- J. The quantities of items shown on the contract form are determined by computations based on the details and dimensions shown on the plans, and no guarantee is made that the actual quantities, as constructed will be the quantities shown on the contract form.

If no changes are made in the work which affects the quantity of an item paid for on a per unit price basis, no allowance will be made in the event the quantity, as constructed, does not equal the quantity shown on the contract form.

- K. The provisions of Section 9-1.16C, Materials On Hand, of DOT Standard Specifications which pertain to the value of materials delivered to the job site and stored for use, shall not apply. Payment for material delivered to the job site shall be made only for that portion of such material complete in place, as specified, at the time the estimate for progress payment is made. No payment shall be paid for materials delivered and stored. Mobilization, if there be such an item, will be paid in accordance with Section 9-1.16D, of the DOT Standard Specifications except that the retention of funds provision of Item D above shall apply to the contract lump sum item of mobilization.

- L. The invoice shall contain the following information:

1. The word "Invoice" should appear in a prominent location at the top of the page(s);
2. Printed name of the Contractor;
3. Business address of the Contractor including P.O. Box, City, State, and Zip Code;
4. Name of the Region/Division of the Department of Fish and Wildlife being billed;
5. The date of the invoice, invoice number, and the time period covered;
6. The number of the agreement upon which the claim is based, and;
7. An itemized account of the services for which the Department of Fish and Wildlife is being billed. Include all of the following:
 - a. The time period covered by the invoice, i.e., the term "from" and "to";
 - b. A description of the services performed based on Items identified in Item 4; "Budget Detail";
 - c. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor including retention under the terms of this agreement.

**DOMESTIC WATER TREATMENT PLANT OPERATIONS
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EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS**

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2. Contract Written Prior To Approval of the Budget Act

- A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.
- B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any additional provisions of this Agreement.
- D. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made within 45 calendar days of receipt of an undisputed invoice by Department of Fish and Wildlife Contract Manager as stated in Government Code, Chapter 4.5, commencing with Section 927.

4. Budget Detail

The Contractor will be reimbursed for actual services rendered as requested and approved by the CDFW Contract Manager. The Contractor will submit to the CDFW Contract Manager progress reports every twenty (20) working days of the percent of each unit that has been completed since the last invoice was received. The CDFW Contract Manager will verify the completed work before approving the invoice. The Contractor will be reimbursed at the costs identified below and charges must not exceed **WRITTEN DOLLAR AMOUNT (\$X,XXX.XX)** which is the maximum amount of the agreement.

DOMESTIC WATER TREATMENT PLANT OPERATIONS
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EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

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Table 1: Inspection and Maintenance Services

¹ Description	² Quantity	³ Rate	Unit Price	Total
Operation and maintenance of water treatment plant (peak season May – September; 2 visits per week)	156	Flat Rate Each Service	\$	\$
Operation and maintenance of water treatment plant (non-peak season October – April; 1 visit per week)	90	Flat Rate Each Service	\$	\$
Inspection and Maintenance Total Table 1:				\$

¹Refer to Exhibit A, Attachment 1 for equipment information

²Quantity is an estimate only. Contractor will be reimbursed for services provided only.

³Rate must include all labor, materials, tools, equipment, taxes, and incidentals necessary for inspection, maintenance, and servicing.

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**DOMESTIC WATER TREATMENT PLANT OPERATIONS
MAINTENANCE AND REPAIRS
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EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS**

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Table 2: Foreseeable Repair Services

¹ Description of Service, Repair or Replacement	Number of Labor Hours for Repair (A)	² Hourly Labor Rate (B)	Parts Cost (Each) (C)	Replacement/ Repair Total (AxB)+(C)=(D)	³ Estimated Number of Repairs (E)	Estimated Total (DxE)
Replace Raw Water Pump		\$	\$	\$	1	\$
Replace Backflush Pump		\$	\$	\$	1	\$
Replace Clarifier Filter Media		\$	\$	\$	1	\$
Replace Depth Filter Media		\$	\$	\$	1	\$
Replace AMT Service Pump		\$	\$	\$	1	\$
Replace Carbon Filter		\$	\$	\$	1	\$
Foreseeable Repair Total Table 2:						\$

¹Refer to Exhibit A, Attachment 1 for equipment information.

²Rate must include all labor, materials, tools, equipment, taxes, and incidentals necessary for inspection, maintenance, and servicing.

³Quantity is an estimate only. Contractor will be reimbursed for services provided only.

**DOMESTIC WATER TREATMENT PLANT OPERATIONS
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Table 3: Unforeseeable Repair Services

Type of Service	¹ Rate (per hour or %)	² Estimated Number of Hours or Amount	Subtotal
Unforeseeable Repair - Billable Regular Time Labor Rate (Normal Business Hours)	\$ /Hour	40	\$
Unforeseeable Repair - Billable Overtime Labor Rate (Outside Normal Business Hours)	\$ /Hour	40	\$
Urgent Repair - Billable Regular Time Labor Rate (Normal Business Hours)	\$ /Hour	40	\$
Urgent Repair - Billable Overtime Labor Rate (Outside Normal Business Hours)	\$ /Hour	40	\$
Contractor Percent Mark- Up on Vendor Supplied Invoice Materials (Not to exceed 25%)	%	\$15,000.00	\$ ³ See below for formula
Parts Allowance (Not to exceed)		\$15,000.00	\$
Unforeseeable Repair Total Table 3:			\$

¹Rate must include all labor, materials, tools, equipment, taxes, and incidentals necessary for inspection, maintenance, and servicing.

²Quantity is an estimate only. Contractor will be reimbursed for services provided only.

³Subtotal formula = (X%/100) x \$Y. Example: (25/100) X \$15,000.00 = \$3,750.00

Table 4: Totals

Table No.	Table Title	Total
1.	Inspection and Maintenance Services	\$
2.	Foreseeable Repair Services	\$
3.	Unforeseeable Repair Services	\$
TOTAL: Sum of Tables 1, 2, and 3		\$

The Contractor will be reimbursed for actual services rendered as requested and approved by the CDFW Contract Manager. The Contractor will be reimbursed at the costs identified above.

1. **EXCISE TAX** ~ The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.
2. **AVAILABILITY OF FUNDS** ~ Work to be performed under this agreement is subject to availability of funds through the State's normal budget process.
3. **LICENSES AND PERMITS** ~ The Contractor must be an individual or firm licensed to do business in California and must obtain, at Contractor's expense, all licenses and permits required by law for accomplishing any work required in connection with this Agreement.

If Contractor is located within the State of California, a business license from the City/County in which Contractor is headquartered is necessary; however, if Contractor is a corporation, a copy of the Contractor's incorporation documents/letters from the Secretary of State's Office can be submitted. If Contractor is outside the State of California, Contractor must submit to the California Department of Fish and Wildlife (CDFW) a copy of their business license or incorporation papers for Contractor's respective State showing that Contractor's company is in good standing in that State.

In the event any licenses and/or permits expire at any time during the term of this Agreement, Contractor agrees to provide the CDFW a copy of the renewed licenses and/or permits within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect, at all times, all required licenses and permits, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

4. **RIGHTS IN DATA** ~ The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State will have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
5. **SETTLEMENT OF DISPUTES** ~ Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved informally, will be decided by the following two (2) step procedure:
 - A. The Contractor must provide written notice of the particulars of such disputes to the CDFW Contract Manager or appointed representative. The CDFW Contract Manager must respond, in writing, within ten (10) working days of receipt of the written notice of dispute. Should the Contractor disagree with the CDFW Contract Manager's decision, the Contractor may appeal to the second level. Pending the decision on appeal the Contractor must proceed diligently with the performance of this Agreement in accordance with the CDFW Contract Manager's decision.
 - B. The second level appeal must indicate why the CDFW Contract Manager's decision is unacceptable, attaching it to the Contractor's original statement of the dispute with

supporting documents, and a copy of the CDFW Contract Manager's response. This letter of appeal must be sent to the CDFW, Deputy Director, or duly appointed representative. The second level appeal must be filed within fifteen (15) working days upon receipt of the CDFW Contract Manager's decision. Failure to submit an appeal within the period specified will constitute a waiver of all such rights to an adjustment of this Agreement. The Deputy Director, or designee, will meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director or designee, will be returned to the Contractor within fifteen (15) working days of the receipt of the appeal. The decision of the Deputy Director, or designee, will be final.

- 6. CONFIDENTIALITY OF DATA** ~ All financial, personal, technical, and other data and information relating to the CDFW operations which are designated confidential by the CDFW, and made available to the Contractor in order to carry out this Agreement, or which becomes available to the Contractor in carrying out this Agreement will be protected by the Contractor for the protection of the Contractor's data and information are deemed by the CDFW's confidential information, such methods and procedures may be used, with written consent of the CDFW, to carry out the intent of this paragraph. The Contractor will not be required under the provisions of this paragraph, to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement or is rightfully obtained from third parties.
- 7. RIGHT TO TERMINATE** ~ The State reserves the right to terminate this agreement subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" will mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination will be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

- 8. DISCLOSURE REQUIREMENTS** ~ Any document or written report prepared in whole or in part pursuant to this Agreement must contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement must include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement must be contained in a separate section of the document or written report.

If the Contractor or subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Contractor must include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

- 9. USE OF SUBCONTRACTOR(S)** ~ The Contractor must adhere to the rules governing subcontracting as set forth in the Subletting and Subcontracting Fair Practices Act, commencing with Public Contract Code, Section 4100. Subcontractor substitutions must be in accordance with provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code, Section 4100. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action as provided by the Subletting and Subcontracting Fair Practices Act. If the Contractor desires to accomplish part of the services using one (1) or more subcontractors, the following conditions must be met:
- A.** The Contractor must submit any subcontracts to the State for approval prior to starting any of the work.
 - B.** The Agreement between the primary Contractor and the subcontractor must be in writing.
 - C.** The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement.
 - D.** The Contractor must pay the Contractor's Subcontractors for work performed no later than ten (10) days after receipt of each progress payment. If there is a good faith dispute over all or any portion of the amount due a Subcontractor on a progress payment, the Contractor may withhold no more than one hundred fifty percent (150%) of the disputed amount. This provision will apply to Sub-subcontractors also. A violation of these requirements invokes the payment and penalty provisions of Public Contract Code, Section 10262 and Section 10262.5.
 - E.** If a subcontractor contracts a portion of the work to a lower tier subcontractor, the subcontractor may not sublet any portion of the work without the written permission from the State. The lower tier subcontractor must have the proper license with the Contractors State License Board (CSLB) and must be registered with Department of Industrial Relations (DIR).
 - F.** Upon termination of any subcontract, the State must be notified immediately, in writing.
- 10. POTENTIAL SUBCONTRACTOR(S)** ~ Nothing contained in this Agreement or otherwise will create any contractual relation between the State and any subcontractor(s) and no subcontract will relieve the primary Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the primary Contractor. As a result, the State will have no obligation to pay or to enforce the payment of any monies to any subcontractor. The State will not entertain requests to arbitrate disputes among Subcontractors or between the Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.
- 11. TRAVEL AND PER DIEM** ~ The Contractor agrees that all travel and per diem paid its employees under this Agreement will be at rates not to exceed those amounts paid to the no represented/excluded State employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from the State.

- 12. INSURANCE** ~ When the Contractor submits a signed Agreement to the State, the Contractor must furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for the Contractor for all applicable insurance. Contractor agrees to provide the State a copy of the policy upon request.

A. General Provisions Applying to All Policies

- (1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- (2) Policy Cancellation / Termination & Notice of Non-Renewal – Contractor must provide to the State within two business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- (3) Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- (4) Primary Clause – Any required insurance contained in this contract must be primary, and not excess or contributory, to any other insurance carried by the State.
- (5) Insurance Carrier – All insurance companies issuing any of the policies required by these provisions must be licensed to do business in the State of California.
- (6) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. “A” or better and a financial size category of “VII” or better to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires State approval. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- (7) Endorsements – Endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management. **The policy(-ies) must provide additional insurance language as follows: The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the agreement.**

In the case of Contractor’s utilization of subcontractors to complete the contracted scope of work, contractor must include all subcontractors as insured under Contractor’s insurance or supply evidence of insurance to The State equal to

policies, coverages and limits required of Contractor.

- (8) Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

B. Insurance Requirements

- (1) Commercial General Liability – Contractor must maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must be endorsed.

- (2) Automobile Liability – Contractor must maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance must cover liability arising out of a **motor vehicle including owned, hired and non-owned motor vehicles**.

The policy must be endorsed.

- (3) Workers Compensation and Employers Liability – Contractor must maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. **When work is performed on State owned or controlled property the Workers' Compensation policy must be endorsed with a Waiver of Subrogation or Right to Recover endorsement in favor of the State of California, Department of Fish and Wildlife must be attached to certificate. Waiver of Subrogation is waved for Emergency Contracts.**

- (4) Builder's Risk/Installation Floater – During the term of this contract, Contractor must maintain in force, at its own expense, Builder's Risk/Installation Floater for an amount equal to the full amount of the Contract improvements, upon the project and all materials or items which become the property of State pursuant to the Contract Documents, including, but not limited to, materials and other items at the work site or stored off-site with consent of State. A copy of any applicable Builder's Risk/Installation Floater will be provided to State, and it will be the responsibility of Contractor and each Subcontractor to satisfy itself as to the terms of such coverage, and to determine whether at its own cost, to carry any supplemental policy of insurance. If Applicable.

- (5) Pollution Liability – Contractor must maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup cost incurred, all arising out of the work or services to be performed under this contract. Coverage must be provided for both work performed on site and during the transportation as well

as proper disposal of hazardous materials. Contractor must maintain pollution liability with limits no less than \$1,000,000 per incident. If Applicable.

The policy's bond terms conform to Form MCS-90 or MCS-82, respectively, as defined and set forth in Sections 387.7 to 387.15, inclusive, of Title 49 of the Code of Federal Regulations, or a written decision, order or authorization to self-insure that complies with paragraph (3) of subsection (d) of Section 387.7 of Title 49 of the Code of Federal Regulations, adopted pursuant to Section 30 of Motor Carrier Act of 1980 (49 U.S.C. Sec 10927). If Applicable.

The policy must be endorsed.

- (6) Aircraft Liability – Contractor must maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance must cover liability arising out of an aircraft including owned, hired and non- owned aircraft. If Applicable.

The policy must be endorsed.

- (7) Watercraft Liability – Contractor must maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance must cover liability arising out of a watercraft including owned, hired and non- owned watercraft. If Applicable

The policy must be endorsed.

13. CONTRACT BONDS

- A. When the Contract Sum exceeds Twenty-Five Thousand Dollars (\$25,000), Contractor must furnish, in duplicate, a Payment Bond, to accompany the Contract, in an amount equal to one hundred percent (100%) of the Contract Sum securing payment for laborers, mechanics, and materials suppliers used on the Work under the Contract. Payment Bonds must be prepared on a Payment Bond to Accompany Construction Contract (STD 807) as furnished by State. (PCC § 7103)
- B. Performance Bond will be required if contract exceeds \$10,000 and progress payments will be made. Contractor must furnish, in duplicate, a Performance Bond, to accompany the Contract, in an amount equal to one hundred percent (100%) of the Contract Sum guaranteeing faithful performance of the Work. Performance Bonds must be prepared on Performance Bond (FG-188) as furnished by the State. Performance bond may be waived by the department for emergency contracts.
- C. Bonds must be issued by a corporate surety authorized to transact a general surety business in the State of California. Contractor must deliver its required bonds before the date of execution of the Contract.

- 14. TESTING** ~ Testing, inspection, and approval of portions of the Work required by Exhibit T- Special Provisions must be made by an independent Testing Laboratory arranged and paid for by the Contractor and approved by the State. Contractor must promptly furnish two certified copies of test results and inspection records to the State Representative. Material and

equipment will not be incorporated into the project until test results indicate conformance to the Contract Documents.

- 15. INSPECTION** ~ The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the Contractor or a subcontractor, the Contractor must provide and must require their subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

When the Work is completed, Contractor must notify State's Representative and must request final inspection. Within five (5) Working Days, State's Representative will make final inspection. Contractor will be notified in writing of any deficiencies (Punch List). Contractor must remedy these deficiencies to complete satisfaction of State.

- 16. FORCE MAJEURE** ~ Neither party will be liable to the other for any delay in or failure of performance, nor will any such delay in or failure of performance constitute default, if such delay or failure is caused by 'Force Majeure'. As used in this section, 'Force Majeure' is defined as follows: Acts of war, acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
- 17. FORCED, CONVICT AND INDENTURED LABOR** ~ No foreign-made equipment, materials, or supplies furnished to the State pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the Agreement. This requirement does not apply to public works (construction) Agreements.
- 18. CONTRACT STAFF REQUIREMENTS** ~ The Contractor represents that it has or will secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel will not be employees of or have any contractual relationship with the CDFW or any other governmental entity.

19. DEFINITIONS

- ❖ The Contract consists of the agreement, the general conditions of the contract, the special conditions, the drawings, and specifications, including all modifications thereof incorporated in documents before their execution.
- ❖ Wherever in the contract the word Department is used it will be understood as referring to the CDFW.
- ❖ Wherever in the contract the word Engineer is used it will be understood as referring to the Chief Engineer of the CDFW, acting personally or through an assistant duly authorized in writing for such act by the Engineer.
- ❖ Written notice must be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last business address known.

- ❖ The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work but does not include one who merely furnishes material not so worked.
- ❖ The term "work" of the Contractor or Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

- 20. CORRELATION AND INTENT OF CONTRACT** ~ All parts of the contract are complementary, and what is called for by none will be as binding as if called for by all. The intention of the contract is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class, or trade of the specifications must be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning will be held to refer to such recognized standards. In case of conflict, Special Provisions will govern over the Contract Drawings. The Contract Drawings will govern over Standard Specifications. Any conflict the Contractor becomes aware of during the conduct of the work must be brought to the attention of the Contract Manager. All work shown on the drawings, the dimensions of which are not figured, must be accurately followed to the scale to which the drawings are made; however, figured dimensions are in all cases to be followed, though they differ from scaled measurements. Any work for which there are no provisions in the specifications or on the drawings must be performed in accordance with the provisions of the State Specifications.
- 21. DETAIL DRAWINGS AND INSTRUCTIONS** ~ The Contract Manager or Engineer must furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions must be consistent with the contract, true developments thereof, and reasonably inferable therefrom.
- 22. OWNERSHIP OF DRAWINGS** ~ All drawings, specifications and copies thereof furnished by the Contract Manager or Engineer are the property of the State. They are not to be used on other work, and, with the exception of the signed contract set, are to be returned on request, at the completion of the work. All models are the property of the State.
- 23. ROYALTIES AND PAYMENTS** ~ The Contractor must pay all royalties and license fees. Contractor must defend all suits or claims for infringement of any patent rights and will save the State harmless from loss on account thereof.
- 24. TRADE NAMES** ~ Any trade names or manufacturer's names shown herein are, unless otherwise specified, intended as a guide of quality and specifications to the fabricator or Contractor. Such names are not intended to limit the material or methods to any particular manufacturer or manufacturers, if equal or better quality and specifications are furnished. Unless otherwise specified herein, the Contractor will have a period of 35 days after award of this contract for submission of data substantiating a request for a substitution of an "equal" item.
- 25. SURVEYS, PERMITS, AND REGULATIONS** ~ The Contractor is responsible for all surveys and measurements necessary to complete the work, unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the work must be secured and paid for by the Contractor. The Contractor must give all notices and comply with all laws,

ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, Contractor must promptly notify the Contract Manager in writing, and any necessary changes will be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Contract Manager, Contractor will bear all costs arising therefrom.

26. PROJECT SIGNS, WARNING SIGNS, BARRICADES, AND EMERGENCY LIGHTING ~ The Contractor will be responsible for furnishing and maintaining all necessary warning signs, barricades, and emergency lighting.

27. MATERIALS, APPLICANCES, EMPLOYEES ~ Unless otherwise stipulated, the Contractor must provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials must be new and good quality. The Contractor must, if required, furnish satisfactory evidence as to the kind and quality of materials. The Contractor must always enforce strict discipline and good order among Contractor's employees and subcontractors and must not employ unfit personnel or any personnel not skilled in the assigned work.

28. RECORDS OF MATERIAL PURCHASED ~ If required by the CDFW Contract Manager, the Contractor must furnish duplicate invoices to the CDFW Contract Manager on all material furnished to the job.

29. MEASUREMENT OF QUANTITY ~ The quantities of work performed will be computed by the Contract Manager based on measurement taken by the Contract Manager or an assistant; these measurements will be final and binding.

All work completed under contract must be measured by the Contract Manager according to United States Measurements and Weights. Method of measurements is specified in the Special Conditions.

30. OMISSIONS AND DISCREPANCIES ~ If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in drawings or in the layout as given by points and instructions, it will be the Contractor's duty immediately to inform the Contract Manager, in writing, and the Contract Manager will promptly verify the same. Any work done after such discovery until authorized will be done at the Contractor's risk.

31. INTERPRETATIONS AND ADDENDA ~ No oral interpretations will be made to any bidder as to the meaning of any of the contract or be effective to modify any part of the provisions of contract. Every request for any interpretation must be made in writing and addressed and forwarded to the CDFW Contract Manager specified in the Contract.

32. CONTRACTOR'S UNDERSTANDING ~ It is understood and agreed that the Contractor has been, by careful examination, satisfied as to the nature and location of the work, and the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all matters which can in any way affect the work under this contract. No oral agreement or conversation with any officer,

agent, or employee of the State, either before or after the execution of this contract, will affect or modify any of the terms or obligations herein contained.

33. COMMENCEMENT OF WORK ~ This agreement is of no force and effect until signed by both parties and approved by the CDFW. Any work initiated prior to the approval date is done at the Contractor's own risk. Absolutely no expenses incurred prior to the effective date of this agreement will be approved for payment.

34. CHANGES IN WORK ~ The State, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract Sum being adjusted accordingly. All such work will be executed under the conditions of the original contract except that any claim for extension of time caused thereby will be adjusted at the time of ordering such change. No work will be undertaken on a change order until approval has been obtained. No extra work or change will be made unless ordered by the State, and no claim for an addition to the contract Sum will be valid unless so ordered. The value of any such extra work or change will be determined in one or more of the following ways:

A. By estimate and acceptance in a lump sum

B. By unit prices named in the contract or subsequently agreed upon

C. By cost and percentage or by cost and a fixed fee

If none of the above methods is agreed upon, the Contractor, provided an order is received as above, will proceed with the work. In such case and also under case (C) a correct account of the net cost of labor and materials, together with vouchers, must be kept and presented in such form as the CDFW Contract Manager may direct. In any case, the CDFW Contract Manager will certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, payments on account for changes must be made on the CDFW Contract Manager's estimate.

When payment is made as listed in case (C) by cost and a percentage, the Contractor will be paid in accordance with Section 9-1.03 of the Standard Specifications.

All extra work must be reported daily upon report sheets furnished to the CDFW Contract Manager by the Contractor and signed by both parties, which daily reports will thereafter be considered the true record of the force account of work done.

35. AUTHORITY ~ Only the CDFW Contract Manager or designated representative, can authorize changes, alterations, additions, or deletions to the work. The CDFW Contract Manager shall consult with the Engineer as needed. Such authorization must be in writing, in the form of a change order or an amendment. Changes, alterations, additions, or deletions to the work requested by Department personnel other than the CDFW Contract Manager or designated representative, must be done at the Contractor's expense, unless approved in writing by the CDFW Contract Manager prior to beginning such work. The Contractor must obtain prior written approval of the CDFW Contract Manager to proceed with any work which will cause the total project cost to exceed the total original bid cost. When such work involves quantities of contract unit items, it will be the responsibility of the Contractor to make timely measurements of such unit items in advance, as are necessary, to inform the CDFW Contract Manager.

- 36. SEPARATE CONTRACTS ~** The State reserves the right to let other contracts in connection with this work. The Contractor will afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work and will properly connect and coordinate the other contractors' work with theirs.

To ensure the proper execution of subsequent work, the Contractor must inspect and measure work already in place and must at once report to the CDFW Contract Manager any discrepancy between the executed work and the drawings.

- 37. RIGHTS OF VARIOUS INTERESTS ~** Wherever work being done by the State's forces or by other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved must be established by the CDFW Contract Manager, to secure the completion of the various portions of the work in general harmony.

- 38. USE OF COMPLETED PORTIONS ~** The State will have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired. Taking possession and/or use will not be deemed an acceptance of any work not completed in accordance with the contract.

- 39. REMOVAL OF EQUIPMENT ~** In the case of annulment of this contract before completion from any cause whatsoever, the Contractor, if notified by the State, will promptly remove any part or all Contractor's equipment and supplies from the property of the State, failing which, the State will have the right to remove such equipment and supplies at the expense of the Contractor.

- 40. AMERICAN WITH DIASABILITIES ACT ~** By signing this contract, the Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 USC § 12101 et seq.), which prohibits discrimination based on disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

- 41. STOP WORK ~** The Contract Manager or designated representative has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. The Contract Manager or designated representative will also have the authority to reject all work and materials which do not conform to the contract, to direct the applications of forces to any portion of the work, as is required, and to order the force increased or diminished and to decide questions which arise in the execution of the work.

If at any time before the commencement, or during the progress of the work, tools, plant, or equipment appear to the Contract Manager or designated representative to be insufficient, inefficient, or inappropriate to secure the quality of work required or the proper rate of progress, the Contract Manager or designated representative may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant or equipment as the case may be, and the Contractor must conform to such order; but the failure of the Contract Manager or designated representative to demand such increase of efficiency, number, or improvement will not relieve the Contractor of his or her obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by this contract to the satisfaction of the State.

- 42. CDFW CONTRACT MANAGER'S DECISION ~** The CDFW Contract Manager must, within a reasonable time after their presentation to him or her, make decisions in writing on all claims of the State or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. All such decisions of the CDFW Contract Manager will be final.

- 43. RESPONSIBILITY FOR INJURY AND DAMAGE ~** Contractor will be responsible for damage to or loss of property regardless of cause, or for injury or loss of life to persons employed on this Project and to the general public, which arise from operations under this Contract.

From the formal Start Work Date until formal acceptance of the Work, Contractor is responsible to save from injury and damage by whatever cause all of the Work under this Contract, except as provided in Section 7105 of the Public Contract Code. Contractor must rebuild, restore, and/or repair any such injury or damage, at Contractor's sole expense, before formal acceptance.

State is hereby relieved at all times from an indebtedness or claim other than the Contract Sum.

- 44. SANITARY FACILITIES ~** Contractor must provide potable drinking water, and sanitary toilet facilities for Contractor's worker unless the use of existing facilities is authorized by State's Representative. Contractor must locate temporary facilities as directed by State's Representative and maintain such facilities in good repair and in a sanitary condition. Contractor must remove such facilities completely at the conclusion of the Work.

- 45. PRESERVATION OF PROPERTY ~** Due care must be exercised to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and roadside trees and shrubbery that are not removed under this contract.

Trees and shrubbery that are not removed, the pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines, under or above ground, culverts, sewer and water lines, and any other improvements or facilities within or adjacent to the work must be protected from injury or damage, and if ordered by the CDFW Contract Manager, the Contractor will provide and install suitable safeguards, approved by the CDFW Contract Manager, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they must be replaced or restored, at the Contractor's expense, to a condition as good as when the Contractor entered upon the work, or as good as required by the specifications accompanying the contract.

The Contractor will examine all bridges, culverts, and other structures, on or near the work, over which materials and equipment will be moved, and before using them will properly strengthen such structures, where necessary. The Contractor will be held responsible for all injury or damage to such structures caused by reason of his or her operations.

Full compensation for furnishing all labor, materials, tools, and equipment and doing all work involved and protecting property as above specified must be considered as included in the prices paid for the contract work and no additional compensation will be allowed.

- 46. PROGRESS OF THE WORK AND TIME OF COMPLETION ~** Unless otherwise provided for, the Contractor will begin work within ten (10) days after the date of the Notice to Proceed and will diligently prosecute the same to completion before the expiration of the number of days

for this contract as set forth in the Special Provisions.

A working day is defined as any day, except as follows:

- A. Saturdays, Sundays, and Legal Holidays.
- B. Days on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom, as determined by the CDFW Contract Manager.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days specified, the State will have the right to increase the number of days or not, as may seem best to the interest of the State.

If the work is not completed within the time required, damage will be sustained by the State. It is and will be impracticable and extremely difficult to ascertain and determine actual damage which the State will sustain by reason of such delay; and it is therefore agreed that the Contractor will pay to the State the sum of money stipulated per day in Exhibit G, Item 53: Liquidated Damages for each and every day's delay in finishing the work beyond the time prescribed. If the Contractor fails to pay such liquidated damage, the Department may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

- 47. DELAYS AND EXTENSION OF TIME** ~ If the Contractor be delayed at any time in the progress of the work by an act or neglect of the State or its employees, or by any other Contractor employed by the State, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any cause beyond the Contractor's control, or by any cause which the CDFW Contract Manager will deem to justify the delay, then the time of completion will be extended for such reasonable time as the CDFW Contract Manager may decide.
- 48. BASIS OF PAYMENT** ~ Payment will be made by the State only on a certificate issued by the CDFW Contract Manager. Certificates will be issued as outlined in Exhibit B; Invoicing and Payment.
- 49. CLAIMS FOR EXTRA COST** ~ If the Contractor claims that any instructions by drawings, or otherwise, involve extra cost under this contract, Contractor must give the CDFW Contract Manager written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, and the procedure must then be as provided for changes in the work. No such claims will be valid unless so made.
- 50. CORRECTIONS OF WORK BEFORE FINAL PAYMENT** ~ The Contractor must promptly remove from the premises all materials condemned by the CDFW Contract Manager as failing to conform to the contract, whether incorporated in the work or not, and the Contractor must promptly replace and re-execute the work in accordance with the contract and without expense to the State and will bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the State may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay for the expense of the removal

within ten (10) days' written notice, the State may sell such materials at auction or at private sale and will account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

- 51. DEDUCTIONS OF UNCORRECTED WORK** ~ If the CDFW Contract Manager deems it inexpedient to correct work damaged or done not in accordance with the contract, and equitable deduction from the contract price will be made therefor.
- 52. PAYMENT WITHHELD** ~ Notwithstanding the issuance of a certificate as defined in Article 49, the State may withhold payment to such an extent as may be necessary to protect it from loss on account of:
- A. Defective work not remedied
 - B. Claims filed or reasonable evidence indicating filing of claims
 - C. Failure of the Contractor to make payment properly to the subcontractors or for material or labor
 - D. A reasonable doubt that the contract can be completed for the balance then unpaid
 - E. Damage to another contractor

When the above grounds are removed, payment will be made for amounts withheld because of them.

- 53. LIQUIDATED DAMAGES** ~ Failure of Contractor to complete the Work within the Contract Time will result in damages being sustained by State. It is and will be extremely difficult and impracticable to determine the actual damage which State will sustain by reason of such delay. Therefore, Contractor must pay to State, as liquidated damages, the sum of **TWO HUNDRED FIFTY DOLLARS (\$250.00)** for each Calendar Day's delay in finishing the Work under this Contract beyond the stipulated number of days, or any adjustments thereof. State may deduct liquidated damages from funds due or that become due Contractor. Execution of the Contract will constitute acknowledgement by Contractor that Contractor has ascertained and agrees that State will suffer damages in the amount fixed herein.

Contractor will not be assessed liquidated damages when delay is caused by the failure of State or the owner of any utility to provide for removal or relocation of existing utility, facility, or to perform work as indicated in the Contract Documents.

- 54. GUARANTEE** ~ The Contractor hereby unconditionally guarantees that the work will be done in accordance with the requirements of this contract, and further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one year from the date of acceptance of the contract, unless the contract specifically calls for a longer guarantee period. The Contractor hereby agrees to repair or replace all work, together with any other adjacent work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the State, ordinary wear and tear and unusual abuse or neglect excepted. Corrective Work must be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after

the Date of Final Completion or such longer period as may be prescribed by law, or in equity, or expiration of the term of any applicable special warranty required by the Contract Documents whichever is longer.

The Contractor further agrees, that within ten (10) calendar days after being notified in writing by the State of any work not in accordance with requirements of the contract or any defects in the work, Contractor will commence and prosecute with due diligence all work necessary to fulfill terms of the guarantee, and to complete the work within a reasonable period of time, and in the event Contractor fails to so comply, Contractor does hereby authorize the State to proceed to have such work done at the Contractor's expense and Contractor will pay the cost thereof upon demand. The State will be entitled to all costs, including reasonable attorney fees, necessarily incurred upon Contractor's refusal to pay above cost.

Manufacturer's warranties for products or materials, which have guarantee periods exceeding the one-year Contractor's guarantee period, are to be in favor of the State and are to be delivered to the State by the Contractor.

- 55. SUPERINTENDENT- SUPERVISION** ~ The Contractor will keep on the work during its progress, a competent superintendent, and any necessary assistants, all satisfactory to the CDFW Contract Manager. The superintendent must not be changed except with the consent of the CDFW Contract Manager unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his or her employ. The superintendent must represent the Contractor in his or her absence and all directions given to him or her will be as binding as if given to the Contractor. Important directions must be confirmed in writing to the Contractor. Other directions must be confirmed on written request in each case. The Contractor must give efficient supervision to the work, using his or her best skill and attention.
- 56. APPRENTICES** ~ Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice will be paid the standard wage paid to apprentices under the regulations of the craft or trade at which Contractor is employed and must be employed only at the work of the craft or trade to which Contractor is registered. The Contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.

Special attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each contractor and subcontractor must, prior to commencement of Public Works Contract, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, 94102, or one of its branch offices to ensure compliance and complete understanding of the law regarding apprentices and specifically the required ration thereunder. Responsibility for compliance with this section lies with the Contractor.

- 57. WORKING HOURS** ~ It is agreed that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the Contractor will forfeit, as a penalty to the State, twenty-five dollars for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week in violation of Labor Code Sections 1810 to 1815, inclusive, except that work performed by employees of Contractor in excess of eight (8) hours a day, and forty (40) hours during any

one week, will be permitted upon compensation for all hours worked in excess of eight (8) hours a day at not less than one-and-one half (1.5) times the basic rate of pay, as provided in said Section 1815.

- 58. ACCIDENTS AND ACCIDENT PREVENTION** ~ The Contractor must provide, at the site, such equipment, and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work.

The Contractor will be responsible for accident prevention and safety in the performance of all of the work and will be governed by the requirements of this article in all operations at the site of the work.

The Contractor must comply with all applicable safety regulations and orders of the State of California, Department of Industrial Relations, Division of Occupational Safety and Health and all applicable provisions of the California Health and Safety Code and will take or cause to be taken such additional measures as may be necessary for the prevention of accidents. The Contractor must impose the foregoing requirements on all subcontractors and enforce compliance therewith.

- 59. PREVAILING WAGE** ~ The Contractor must comply with Labor Code, Section 1774 and 1775. Pursuant to Section 1774, the Contractor, and any subcontractors, regardless of tier, will pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract. In accordance with Section 1775, the Contractor and any subcontractor under the Contractor will forfeit to the State not more than Fifty Dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft, in which the worker is employed for any work executed under the Contract by the Contractor or by any subcontractor in violation of the provisions of the Labor Code; and, in particular, Labor Code, Section 1770 to 1780, inclusive. In addition to such forfeiture, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each day, or portion thereof, will be paid to each underpaid worker by the Contractor or subcontractor. This provision will not apply to properly registered apprentices.

Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing rate per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. The Contractor must obtain copies of the prevailing rate of per diem wages from the Department of Industrial Relations, Division of Labor Statistics & Research, PO Box 420603, San Francisco, CA 94142-0603, (415) 703-4780; or wage rates may be accessed on the internet at http://www.dir.ca.gov/DLSR/statistics_research.html. The Contractor is responsible to read, understand and comply with all the guidelines, including the fine print in the prevailing wage determinations; and must post a copy of the prevailing wage rates, specific to the Project, at the Project site.

Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein will be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation will be allowed by the State due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be

considered and ascertained to the Contractor's own satisfaction in preparing the Bid Form.

If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate booklet, the Contractor must contact the Division of Labor Statistics and Research as noted above. The rates thus determined will be applicable as minimum for the contract and incorporated in the bid. When the wage determination shows an expiration date (noted by a double asterisk **), to expire during the term of the contract, the Contractor must call or write the DIR to obtain the new rates and incorporate them in the bid to be applicable for the term of the contract.

The Contractor and each subcontractor, regardless of tier, must keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or subcontractor in connection with the Work. Payroll records must be certified and must be on forms provided by the Division of Labor Standards Enforcement or must contain the same information as those forms. The Contractor's and subcontractor's certified payroll records for each employee must be submitted with each payment request, covering the period of the payment request.

Contractor and subcontractor(s) must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

- 60. LABOR COMPLIANCE MONITORING AND ENFORCEMENT** ~ This project is subject to monitoring and enforcement by the Department of Industrial Relations (DIR), Compliance Monitoring Unit. All contractors and subcontractor(s), regardless of tier, will be required to comply with the Monitoring and Enforcement Program, including, but not limited to, contractor registration, submittal of electronic certified payroll reports directly to the DIR for contracts greater than Twenty-Five Thousand Dollars (\$25,000) and cooperation with on-site monitoring by DIR personnel.
- 61. EMPLOYMENT OF UNDOCUMENTED ALIENS** ~ "No state agency or department, as defined in Public Contract Code § 10357, that is subject to this code, must award a public works contract to a bidder or contractor, nor will a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five (5) years, been convicted of violating a state or federal law regarding the employment of undocumented aliens. See Public Contract Code § 6101."
- 62. AIR OR WATER POLLUTION VIOLATIONS** ~ Unless the contract is less than Twenty-Five Thousand Dollars (\$25,000) or with a non-competitively bid contractor, Government Code Section § 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any state or federal air or water pollution control law. Prior to an award, the State will ascertain if the intended awardee is a person included in notices from the Boards. In the event of any doubt of the intended awardee's identity or status as a person who is in violation of any state or federal air or water pollution law, the State will notify the appropriate Board of the proposed award and afford the board the opportunity to advise the Department that the intended awardee is such person. No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of state or federal air or water pollution control laws.

63. NATIONAL LABOR RELATIONS CERTIFICATION ~ By signing the contract, the Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.

64. SURFACE MINING AND RECLAMATION ACT ~ Imported borrow or aggregate material must come from a surface mine permitted under the Surface Mining and Reclamation Act of 1975 (SMARA), Public Resources Code § 2710, et seq., or from an exempt site.

The Department of Conservation, Office of Mine Reclamation maintains a list of permitted mine sites. For list of permitted sites, go to: <https://www.conservation.ca.gov/sitemap>.

If Contractor imports, borrows, or aggregates material from a surface not on this list, Contractor will submit proof that the mine is exempt from SMARA.

65. PRIORITY HIRING CONSIDERATIONS ~ (Agreements over Two Hundred Thousand Dollars (\$200,000)) The Contractor agrees to give priority consideration in filling vacancies in positions funded by the agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. (PCC 10353).

66. AUDIT LANGUAGE ~ (For contracts in excess of Ten Thousand Dollars (\$10,000) and/or when DVBE participation is required) The contractor agrees that the (awarding agency/California Resources Agency), or the Bureau of State Audits or its designated representative, will have an absolute right of access to all of the contractor's records, files, documents, accounts, and financial affairs as deemed necessary for the purpose of conducting an audit to determine compliance with the terms and conditions of this contract. The Contractor must provide the auditor(s) with any relevant information requested without unnecessary delay and, on reasonable notice, permit access to its premises during normal business hours for the purpose of interviewing staff and inspecting and copying such books, records, accounts, and any other material as warranted to conduct the audit. The contractor further agrees to maintain such records for a period of three (3) years after final payment is made on this contract or three (3) years after resolution of all issues that may arise as a result of any litigation, claim, negotiation, or audit related to the contract, whichever is later. The State agrees to treat as confidential any proprietary information obtained as a part of any such audit.

67. DVBE PARTICIPATION AND REPORTING REQUIREMENTS (Bids Exceeding Ten Thousand Dollars (\$10,000)) ~ Pursuant to Public Contract Code (PCC) Section 10115 et seq., the Contractor shall use, employ and utilize Disabled Veteran Business Enterprise (DVBE) subcontractors, sub-subcontractors or material suppliers who were listed in their bid documents for DVBE Program participation, to the full extent of the amount of money and/or percentage of commitment manifested in the bid documents. If the Contractor wishes to substitute any listed DVBE subcontractors, sub-subcontractors or material suppliers for just and legal cause, the Contractor shall follow the dictates of PCC Sections 4107 and 10115.12b, as well as Military and Veterans Code (M&VC) Section 999.5(e) and California Code of Regulations, Title 2, Section 1896.64. The DVBE may only be replaced by another DVBE and shall obtain the written authorization of the State prior to any substitutions. The Contractor shall not unilaterally substitute a listed DVBE subcontractor, sub-subcontractor or

material supplier.

Final retention will not be released until the Prime Contractor's DVBE Subcontracting Report (Form 810P) has been completed and returned to the CDFW Contract Manager.

At the end of the contract, the Contractor will be required to complete the Prime Contractor's DVBE Subcontracting Report (Form 810P) to certify that he/she has met all of their DVBE Obligations as identified in their Bid.

A. Use of Subcontractor(s)

The Contractor shall be responsible for all work performed. All persons engaged in the work will be considered employees of the Contractor. When any subcontractor fails to execute a portion of the work in a manner satisfactory to the State, the Contractor shall immediately remove such subcontractor upon written request of the State and the subcontractor shall not be employed for any portion of the contract. The State will not entertain requests to arbitrate disputes among subcontracts concerning responsibility for performing any part of the work.

B. Prime Contractor DVBE Subcontracting Form (Form 810P)

If the Contractor enters into a subcontract with a Disabled Veteran Business Enterprise (DVBE), the CDFW and the Contractor are required to follow Military and Veterans Code Section 999.5, 999.55 and 999.7. Upon request by CDFW, the Contractor shall provide proof of payment for the DVBE work.

Pursuant to the Military and Veterans Code (M&VC) Section 999.5, if the Contractor has entered into a subcontract with a DVBE, then the Contractor must certify to CDFW through the Contractor DVBE Subcontracting Form (Form PD 810P), before releasing final retention payment, all of the following:

- (1) The total bid amount and the total final contract amount including contingencies the Contractor received under the contract.
- (2) The name and address of the disabled veteran business enterprise that participated in the performance of the contract and the contract number.
- (3) The amount and percentage of work the Contractor committed to provide to one or more disabled veteran business enterprises under the requirements of the contract and the amount each disabled veteran business enterprise received from the prime contractor.
- (4) That all payments under the contract have been made to the disabled veteran business enterprise. Upon request by the CDFW, the Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of Two Thousand Five Hundred Dollars (\$2,500) and the maximum amount of Twenty-Five Thousand Dollars (\$25,000). An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be

enforceable as a civil judgment.

Pursuant to the M&VC Section 999.7, the CDFW will withhold Ten Thousand Dollars (\$10,000) from the final payment, or the full final retention payment if less than Ten Thousand Dollars (\$10,000), until the Contractor complies with the certification requirements of Military and Veterans Code Section 999.5. Contractors that fail to comply with the certification requirements shall be given notice and allowed to cure the defect. If after 15 calendar days but not more than thirty (30) calendar days from the date of the notice, the Contractor fails to comply with the certification requirements, the CDFW shall permanently deduct Ten Thousand Dollars (\$10,000) from the final payment, or the full final retention payment if less than Ten Thousand Dollars (\$10,000). The withholding applies to all procurement approaches with a DVBE subcontractor, as defined by M&VC Section 999(b)(4). Notwithstanding any other law, the CDFW shall not withhold more than the amount specified or the full final retention payment of any disabled veteran business enterprise contract for the purposes of ensuring compliance with the certification requirements of M&VC 999.5.

68. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS ~ On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

69. GENAI TECHNOLOGY USE & REPORTING ~ During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

**STANDARD CALIFORNIA NONDISCRIMINATION
CONSTRUCTION CONTRACT SPECIFICATIONS
(GOVERNMENT CODE, SECTION 12990)**

STD. 18 (REV. 1/95)

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:
 - a. **"Administrator"** means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority;
 - b. **"Minority"** includes:
 - (i) **Black** (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - (ii) **Hispanic** (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
 - (iii) **Asian/Pacific Islander** (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
 - (iv) **American Indian/Alaskan Native** (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the non-discrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications either directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific non-discrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all leadpersons, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

(Continue on reverse)

**STANDARD CALIFORNIA NONDISCRIMINATION
CONSTRUCTION CONTRACT SPECIFICATIONS
(GOVERNMENT CODE, SECTION 12990)**

- d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of this Chapter shall create a rebuttable presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
10. The Contractor shall not use the nondiscrimination standards to discriminate, harass or allow harassment against any person because of race, color, religious creed, sex, national origin, ancestry, disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.