

CONTRACT

Parties:

THIS CONTRACT is made and entered into by and between the San Diego County Water Authority, a county water authority (Water Authority), and _____, a _____, having its principal place of business at _____ (Contractor).

The Parties Agree:

1. **SCOPE OF WORK.** The Project provides for _____. The scope of work is more particularly described in Attachment A, attached and made a part of this contract.
2. **PAYMENT.**
 - (a) Payment for services. The Water Authority shall pay for services performed in accordance with this contract according to the payment schedule contained in Attachment B. **[Option 1]** Payment shall be provided on an hourly basis. Hourly rate shall include labor, materials, and equipment. **[Option 2]** Payment shall be provided on a lump sum basis. **[Option 1]** The Water Authority shall not reimburse equipment rental fees. **[Option 2]** Contractor's equipment rental fees shall be paid as set out in Attachment B. **[Option 2(a)]** The Water Authority shall not reimburse Contractor-owned equipment charges. **[Option 1]** Travel time to and from the project site shall not be paid. **[Option 2]** Contractor's travel time to and from the project site shall be paid as set out in Attachment B. Full compensation shall be considered included in the cost, and no additional compensation shall be allowed therefore.
 - (b) Maximum payment. The maximum payment under this contract and, if authorized, reimbursement of expenses, shall not exceed \$_____.
 - (c) **[Option 1]** Invoices. **[Option 1a]** An invoice for services shall be submitted upon completion of all services. **[Option 1b]** Invoices shall be submitted upon completion of each task (or project). Invoices with proper documentation, which provide verification of the invoiced amount, shall be submitted to:

San Diego County Water Authority
4677 Overland Avenue
San Diego, CA. 92123
Attention: _____

The Water Authority generally will process and pay bills within 30 days from receipt.

[Option 2] Monthly progress payments. Monthly progress payments shall be as follows:

- (1) Contractor shall submit to Water Authority an invoice including an estimate of the cumulative amount and value of the work performed by Contractor prior to that date and subsequent to prior estimates. The estimate may include 90 percent of the value of acceptable materials and equipment delivered to the work site. The estimate shall be based on certified copies of paid invoices by Contractor.
 - (2) Water Authority shall pay Contractor, within 30 days of receipt of the invoice, 90 percent of the invoice amount reduced by amounts due to Water Authority for equipment, services or materials furnished by Water Authority; and amounts of claims or liens by the Water Authority or others.
 - (3) Progress payments do not signify acceptance of the work, or any portion of the work. Payments do not preclude the Water Authority from demanding and recovering damages for failure to fully perform.
 - (4) At any time after 50 percent of the work has been completed, if the General Manager finds that satisfactory progress is being made, the amount of any remaining progress payments may be increased to a greater percentage up to 100 percent for actual work completed.
 - (5) Within 60 days after recordation of a notice of completion, the undisputed amounts withheld by Water Authority shall be released. "Completion" occurs at the filing of a Notice of Completion.
- (d) Payments are subject to a final audit upon completion of services or other termination of this contract.
- (e) Audit of Records. Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the Water Authority or establishing the basis for an invoice, for a minimum of four years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow Water Authority representative to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.
3. CONTRACT DOCUMENTS. The contract documents include this Contract, the bid documents, Certificates of Insurance, Workers' Compensation Certificate, and Scope of Work, including Plans and Specifications.
4. BONDS AND SURETY QUALIFICATIONS.
- (a) Contractor shall, within 15 days of contract award and before execution of the contract, furnish a Bond for Faithful Performance and a Payment Bond on forms provided by the Water Authority, each in the amount of 100 percent of the contract price. The Bond for Faithful Performance shall remain in effect during the performance of the work, and for 365 days after recordation of a Notice of Completion, or if a Notice of Completion is not recorded by the Water Authority, within thirty days of completion of the work. The Payment Bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the Water Authority, for 60 days after completion of the work.

(b) All Bonds shall be furnished by the Contractor at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.

5. TIME FOR COMPLETION.

(a) The Contractor shall complete the Work by the Completion Date. [**Option 1**] The contract term shall be for ____ years. The Completion Date shall be _____, subject to earlier termination as provided in paragraphs 38 and 39 below. [**Option 1(a)**] The Water Authority, at its option, may extend this contract for an additional twenty-four (24) months. [**Option 2**] The contract period shall be from _____, 20__ to _____, 20__, subject to earlier termination as provided in paragraphs 38 and 39 below. [**Option 2(a)**] The Water Authority, at its option, may extend this contract for an additional twenty-four (24) months. Prices quoted shall remain firm for the entire contract period. Adjustment to the Completion Date and extension of Contract Time may be allowed subject to terms provided elsewhere in the Contract. The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the Water Authority Project Manager, to perform required activities at a pace sufficient to complete the Work within the Contract Time. If in the opinion of the Water Authority Project Manager, the Contractor has failed or is failing to employ sufficient force, plant, materials, and tools, or, to maintain adequate progress, the Water Authority Project Manager may, at no additional cost to the Water Authority, require the Contractor to increase progress of work. The Contractor shall implement action required to increase progress and report the action or actions to be taken to the Water Authority Project Manager within two work days following the Water Authority Project Manager's order to increase progress.

(b) The time in which the various portions and the whole of the Work are to be performed, and the Work is to be completed, is of the essence.

6. INDEPENDENT CONTRACTOR. Contractor's relationship to the Water Authority shall be that of an Independent Contractor. Contractor shall have no authority, expressed or implied, to act on behalf of the Water Authority as an agent, or to bind the Water Authority to any obligation whatsoever, unless specifically authorized in writing by the Water Authority. Contractor shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this contract. Contractor shall report to the Water Authority any and all employees, agents, and contractors performing work in connection with this project, and all shall be subject to the approval of the Water Authority. The Water Authority shall not make any federal or state tax withholdings on behalf of Contractor. The Water Authority shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor agrees to indemnify the Water Authority for any tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, overtime payment, or workers' compensation payment which the Water Authority may be required to make on

behalf of Contractor or any employee of Contractor or any employee of Contractor construed to be an employee of Water Authority, for work done under this contract.

Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986 including, but not limited to verifying the eligibility for employment of all agents, employees, and subcontractors that perform work under this contract.

7. CONTRACTOR QUALIFICATIONS AND STANDARD OF WORK. Contractor warrants that it is fully qualified to perform the work, and holds all applicable licenses, permits, and other necessary qualifications. Contractor shall perform and complete in a good and workmanlike manner all the work pertaining thereto described in the Scope of Work and plans and specifications hereto attached, to furnish at its cost and expense all tools, equipment, labor and materials necessary therefor, except such materials as are specifically stipulated in the contract documents to be furnished by Water Authority, and to do everything required by this Contract and other contract documents.

Contractor shall possess a valid Class “__” and/or “__” (contractor license), or, the appropriate Special California contractors license at the time of bid submission and for the duration of the contract.

8. COMPLIANCE WITH PROVISIONS OF LAW.

(a) The Water Authority is subject to laws relating to public agencies which are part of this contract as though fully set forth herein.

(b) Contractor shall comply with laws relating to the work.

9. LAWS AND VENUE. The interpretation, validity, and enforcement of this contract shall be governed by and construed under the laws of the State of California. If any action is brought to interpret or enforce any term of this contract, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.

The Contractor shall be responsible for complying with all applicable local, state, and federal laws and regulations whether or not expressly stated or referred to herein.

10. NOTICES. Any notice or instrument required to be given or delivered by this contract may be given by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

TO: Contractor

Attn: _____

TO: San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123

Attn: _____

11. ASSIGNMENT. Contractor shall not assign this contract or payments under this contract. Contractor and each subcontractor hereby assign to Water Authority rights, title, and interest in and to causes of action under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for this contract or the subcontract. This assignment shall be made and become effective without further acknowledgement by the parties at the time Water Authority tenders final payment to Contractor.
12. SECTION HEADINGS. Section headings are for the convenience of the parties and shall not affect the interpretation of this contract.
13. WATER AUTHORITY REPRESENTATIVE. The Water Authority's representative shall decide questions about the quality of materials furnished and work performed, manner of performance and rate of progress of the work, the interpretation of the plans and specifications and the fulfillment of the contract by the Contractor.
14. PREVAILING WAGES.
 - (a) A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is available for review upon request at the Water Authority's office located at 4677 Overland Avenue, San Diego, CA 92123. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post one copy of the prevailing rates of wages at the job site.
 - (b) The Contractor and any subcontractor under the Contractor shall, as a penalty to the Water Authority, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the Contractor or, except as provided in the subdivision (b) of Labor Code Section 1775, by any subcontractor under the Contractor.
15. TRAVEL AND SUBSISTENCE PAYMENTS. Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.
16. HOURS OF WORK.
 - (a) Eight hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight hours during a calendar day or forty hours during a calendar week of the foregoing hours.

- (b) Contractor shall keep and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker.
 - (c) As a penalty to the Water Authority, Contractor shall forfeit twenty-five dollars (\$25.00) for each worker, including subcontractors' workers, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of Labor Code Sections 1810 through 1815.
17. APPRENTICES. Contractor shall comply with the Labor Code concerning the employment of apprentices.
18. PAYROLL RECORDS.
- (a) Pursuant to California Labor Code Section 1776, Contractor and each subcontractor shall keep accurate records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public work project.
 - (b) The payroll records enumerated under paragraph (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated on paragraph (a) shall be made available for inspection or furnished upon request to the Water Authority, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in paragraph (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the Water Authority, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (b)(2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors,

and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as provided by the division.
- (d) The Contractor or subcontractor shall file a certified copy of the records enumerated in paragraph (a) with the entity that requested the records within ten days after receipt of a written request.
- (e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Water Authority, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.
- (f) Agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.
- (g) The Contractor shall inform the Water Authority of the location of the records enumerated under paragraph (a), including the street address, city and county, and shall, within five working days, provide a notice of change of location and address.

(h) The Contractor or subcontractor has ten days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the Water Authority, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to a failure of a subcontractor to comply with this section.

19. SMALL CONTRACTOR OUTREACH AND OPPORTUNITIES PROGRAM

(SCOOP). Contractor will perform the work personally or through Contractor's employees. Contractor may subcontract work only upon prior approval of the Water Authority and in compliance with provisions of the Water Authority's Small Contractor Outreach and Opportunities Program, if the Water Authority determines that the program provisions are applicable.

20. NONDISCRIMINATION. The Contractor shall ensure equal employment opportunity for all persons, regardless of race, color, religion, sex, creed, national origin, ancestry, age, medical condition, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status or citizenship, within the limits imposed by law. These principles are to be applied by Contractor in all employment practices including recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs, and terminations. The Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans With Disabilities Act of 1990, and any other applicable federal and state laws and regulations pertaining to nondiscrimination.

21. SAFETY. Contractor and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. and by the California Division of Industrial Safety.

22. CHARACTER OF WORKERS. Only competent workers shall be employed on the work. Workers who are incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform work properly and acceptably, shall be immediately removed from the work by the Contractor and not re-employed.

23. INSURANCE:

(a) Requirement. Contractor shall procure and maintain during the period of performance of this contract and for ___ months following completion, insurance from insurance companies authorized to do business in the State of California, as set forth in this section. These policies shall be primary insurance as to the Water Authority so that any other coverage held by the Water Authority shall not contribute to any loss under Contractor's insurance.

General liability: (with coverage at least as broad as ISO form CG 00 01 10 01) coverage in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

Automobile liability: (with coverage at least as broad as ISO form CA 00 01 10 01, for "any auto") coverage in an amount not less than \$1,000,000 per accident for personal injury, including death, and property damage.

Workers' compensation and employer's liability: coverage shall comply with the laws of the State of California, but not less than an employer's liability limit of \$1,000,000.

A deductible or retention may be utilized, subject to approval by the Water Authority. All policies that include a self-insured retention shall include a provision that payments of defense costs and damages (for bodily injury, property damage, personal injury or any other coverages included in the policy) by any party including additional insureds or insurers, shall satisfy the self-insured retention limits.

(b) Endorsements. The insurance policies shall be endorsed as follows:

For the commercial general liability insurance, the Water Authority (including its directors, officers, employees, and agents) shall be named as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 10 93, that contain the provisions required by this contract.

Contractor's insurance is primary to any other insurance available to the Water Authority with respect to any claim arising out of this Contract. Any insurance maintained by the Water Authority shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor's endorsement of insurance shall include a waiver of any rights of subrogation against the Water Authority, and its directors, officers, employees and agents.

Contractor's insurance will not be canceled, limited, amended, reduced in coverage amount, or allowed to expire without renewal until after 30 days' written notice has been given to the Water Authority, or after 10 days' written notice in the case of cancellation for non-payment of premium.

(c) Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by the Water Authority, which satisfies the following minimum requirements: An insurance carrier admitted to do business in California and maintaining an agent for process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better and a financial size of "\$10 million to \$24 million (Class V) or better", or A Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for process in the state. Workers' Compensation and Employer's Liability shall be provided by an A-V rated carrier or by the

California State Compensation Fund. If provided by a carrier other than California State Compensation Fund, Contractor shall provide proof of the carrier's A-V rating to Water Authority.

- (d) Provision of Insurance Prior to Commencement of Services. Before commencing any services, Contractor shall furnish certificates of insurance and endorsements affecting coverage on forms provided by Water Authority, or on equivalent ISO forms that contain provisions required by this contract.

24. INDEMNIFICATION – HOLD HARMLESS.

- (a) To the fullest extent permitted by law, the Contractor shall (1) immediately defend and (2) indemnify the Water Authority, and its directors, officers, and employees from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with the performance of the Contract. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Contractor's obligation to indemnify applies regardless of whether a liability is a result of the negligence of any other person, unless it is adjudicated that the liability is caused by the sole negligence, active negligence, or willful misconduct of an indemnified party.
- (b) The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify. The Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Water Authority, the Water Authority and its directors, officers, and employees, immediately upon submittal to the Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. A determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Contractor from its separate and distinct obligation to defend Water Authority. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole negligence, active negligence, or willful misconduct of an indemnified party, Contractor may submit a claim to the Water Authority for reimbursement of reasonable attorneys' fees and defense costs.
- (c) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.
- (d) Liabilities subject to this Section include any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the

Contractor or any of the Contractor's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractor of the Contractor or its subcontractors, the Contractor shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractor.

25. UNCONTROLLABLE CIRCUMSTANCES.

- (a) Upon Contractor's written request and submission of substantiating documentation of a delay resulting from an Uncontrollable Circumstance, the Water Authority Project Manager shall give the Contractor a non-compensable extension of time. The Contractor shall submit a written request within seven days of the commencement of the uncontrolled circumstance.
- (b) Prior to completion and acceptance of the Work, the Contractor is responsible for damage or loss to any portion of the Work resulting from an uncontrollable circumstance, except that Contractor may request an extension of the Completion Date as provided in paragraph (a).
- (c) "Uncontrollable circumstance" means any act, event or condition that (1) is beyond the reasonable control of the Contractor that justifies the Contractor not timely performing an obligation or complying with any condition required under the contract documents, and (2) materially expands the scope of, interferes with, or delays the Contractor's performance of obligations under the contract documents, but only if such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of the contract documents on the part of the Contractor. Examples of acts, events or conditions that typically qualify as uncontrollable circumstances include: naturally occurring events (except inclement weather conditions normal for the area where the Work is being performed) such as landslides, underground movement, earthquakes, fires, tornadoes, hurricanes, floods, lightning, epidemics and other acts of God; explosions, terrorism, sabotage, or similar acts of a declared public enemy; extortion; war; blockade; insurrection, riot or civil disturbance; labor disputes, except labor disputes involving employees of the Contractor, its affiliates, or subcontractors, vendors and suppliers; the failure of any subcontractor to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute an uncontrollable circumstance if it affected the Contractor directly, and the Contractor is not able after exercising all reasonable efforts to timely obtain substitutes; the preemption, confiscation, diversion, destruction or other interference in possession or performance of materials or services by a government agency in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of the Work. By example, and without limitation, none of the following acts, events or condition shall constitute an uncontrollable circumstance: any delay that would not have occurred but for the Contractor's failure to comply with its obligations under the contract documents; Contractor's inability to obtain timely materials or equipment; any work related injuries, accidents or safety violations; any changes in interest rates, inflation rates, wage rates, insurance

premiums, commodity prices, currency values, exchange rates or other general economic conditions that significantly increase Contractor's cost of performing the Work; any change in the financial condition of the Contractor or any subcontractor affecting their ability to perform timely their respective obligations; the consequences of error, neglect or omissions by the Contractor, any subcontractor, or any other person in the performance of the Work; any change of union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed on the Work or otherwise increasing the cost to the Contractor of performing the Work; inclement weather conditions normal for the area where the Work is being performed; any mechanical failure of equipment; or any electric utility power outages except as a direct result of an independent uncontrollable circumstance.

26. EXTRA WORK.

- (a) The Water Authority may require changes in, additions to, or deductions from the work to be performed or to the materials to be furnished under this contract. No extra work shall be performed or change made except pursuant to a written order from the Water Authority stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No claim for additional compensation shall be valid unless pursuant to such a change order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the changed work. When required by the Water Authority, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change
- (b) Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:
 - (1) By an acceptable lump sum proposal from the Contractor.
 - (2) By unit prices contained in the Contractor's original bid, if applicable, and incorporated in the contract documents or fixed by subsequent agreement between the Water Authority and the Contractor.
 - (3) By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workers shall include hours worked, rates of pay, names and classification; and for equipment shall include size, type, identification number and hours of operation. Records and reports shall be made immediately available to the Water Authority Project Manager upon his request.
- (c) When the Water Authority orders extra work and there is an agreement between the Water Authority and the Contractor to perform the work, the Water Authority may approve the method used by the Contractor to accomplish the work. At the request of the Water Authority, the method to be used shall be memorialized in a writing prior to work being performed.

27. CLEANUP. On completion of the work, Contractor shall remove debris and surplus materials from the work site.

28. MATERIALS.

(a) Unless otherwise specified, shown, or permitted by the Water Authority, materials and equipment incorporated in the work shall be new and current manufacture. The Water Authority may request the Contractor to furnish manufacturer's certificates to this effect.

(b) Materials furnished and work performed shall be subject to inspection and testing by Water Authority's authorized agents at Water Authority's expense. If such inspection and testing reveals non-compliance with the requirements of this contract, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting and testing.

(c) The inspection of the work shall not relieve the Contractor of the obligations under the contract. Even though equipment, materials, or work required under the contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the contract up to the end of the maintenance and guarantee period.

29. PERMITS AND LICENSES.

(a) Contractor shall apply for and procure permits and licenses necessary for the work.

(b) Contractor shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.

(c) Contractor shall pay charges and fees in connection with permits and licenses.

30. SUPERVISION BY THE CONTRACTOR. Before starting the work, the Contractor shall designate, in writing, a representative having authority to act for the Contractor. An alternate representative may be designated. The representative or alternate shall be present at the work site when work is in progress. Orders or communications given to this representative shall be deemed delivered to the Contractor. In the absence of the Contractor or designated representative, directions or instructions may be given by the Water Authority's representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or the representative.

31. INSPECTION.

(a) The Water Authority's representative shall have access to the work during construction and shall be furnished with reasonable facility for gaining knowledge of

the progress, workmanship and character of materials used and employed in the work.

- (b) When the Contractor varies the period during which work is carried on each day, Contractor shall give notice to the Water Authority's representative so proper inspection may be provided. Work done in the absence of the Water Authority's representative is subject to rejection.
- (c) No materials shall be installed until approved by the Water Authority's representative. Installations to be backfilled shall be inspected and approved by the Water Authority's representative prior to backfilling. The Contractor shall give notice in advance of backfilling to the Water Authority's representative so proper inspection may be provided.
- (d) The inspection of the work shall not relieve the Contractor of obligations to fulfill the contract. Defective work shall be made good, and unsuitable materials may be rejected notwithstanding the fact such defective work and unsuitable materials have been previously overlooked by the Water Authority's representative and accepted.

32. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK.

- (a) Rejected work shall be removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Work done beyond the lines and grades shown on the plans or established by the Water Authority's representative, or work done without written authority will be considered as unauthorized and not be paid for. Such work may be ordered removed at the Contractor's expense.
- (b) Upon failure on the part of the Contractor to comply promptly with an order of the Water Authority's representative under this section, the Water Authority's representative shall have authority to cause defective work to be removed and replaced, and unauthorized work to be removed, and to deduct the costs from monies due the Contractor.

33. ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR.

- (a) If the Contractor finds discrepancy between the specifications and the drawings, and the physical conditions at the site of the work, or finds errors or omissions in the drawings or in any survey, Contractor shall promptly notify the Water Authority in writing of such discrepancy, error or omission. If the Contractor observes drawings or specifications at variance with applicable law, ordinance, regulation, order or decree, Contractor shall promptly notify the Water Authority in writing of such conflict.
- (b) On receipt of any such notice, the Water Authority shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, work done by the Contractor, after Contractor's discovery of

such error, discrepancy or conflict, will be at Contractor's own risk and Contractor shall bear costs arising therefrom.

34. EQUIPMENT. The Contractor must furnish adequate equipment and facilities to perform properly the work in a workmanlike manner in accordance with these specifications. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the work and shall meet requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used, and in no case shall the manufacturer's rating of capacity for equipment be exceeded.
35. STORAGE OF MATERIALS. Materials for use in the work shall be stored by the Contractor to prevent damage from exposure to the elements, admixture of foreign materials or from any other cause. **[Option 1]** Contractor is responsible for storing its own materials, supplies, and equipment. **[Option 2]** Contractor shall store materials, supplies, and equipment offsite unless, prior to the start of work, the Water Authority Project Manager has approved a written request from Contractor to store materials, supplies and equipment onsite. Contractor is responsible for damage to or loss of materials by weather or other causes.
36. GUARANTEES. Contractor guarantees work from defect in workmanship for the period of one year from the date of acceptance by the Water Authority and shall repair and replace such work, together with other displaced work, without expense to the Water Authority, ordinary wear and tear, usual abuse or neglect excepted. Water Authority may have the defects repaired and made good at the expense of the Contractor, if Contractor fails to comply with the above-mentioned conditions within a week after being notified in writing.
37. RISK OF LOSS PRIOR TO FINAL ACCEPTANCE. Except as set forth above relating to Uncontrollable Circumstances, risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Contractor regardless of the cause. Contractor shall repair or replace such damages or destroyed work, to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of the work.
38. LIQUIDATED DAMAGES.
 - (a) Time is of the essence. If Contractor does not complete the work by the Completion Date, the Water Authority shall have the right to deduct liquidated damages from payments otherwise due to the Contractor. Liquidated damages in the amount of \$___ per day will be assessed to the Contractor for each and every day Contractor is in breach or default because of failure to meet the Completion Date. However, if the Water Authority elects not to withhold liquidated damages, failure to do so will not be deemed to be a waiver of the Water Authority's right to later assess liquidated damages against the Contractor.
 - (b) When the Contractor is in default because of failure to meet the Completion Date, the Water Authority may permit the Contractor to complete the Work and may

deduct from any payments liquidated damages as provided in the contract documents. Permitting the Contractor to continue and finish the Work, or any part of it, after the Completion Date shall not operate as a waiver on the part of the Water Authority for any of its rights under the Contract.

38. TERMINATION: CONTRACTOR AT FAULT.

- (a) The Water Authority shall have the right to terminate the Contractor for cause under any one or more of the following circumstances:
- (1) Contractor's persistent failure to perform the Work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to adhere to the progress schedule as approved from time-to-time by the Water Authority Project Manager, failure to adhere to the schedule of values as approved from time-to-time by the Water Authority Project Manager);
 - (2) Contractor's disregard of applicable laws and regulations;
 - (3) Contractor's repeated disregard of the authority or orders of the Water Authority Project Manager;
 - (4) Contractor's repeated or persistent default of any of the provisions of the contract documents;
 - (5) Contractor's material breach of any provision of the contract documents;
 - (6) Contractor's failure to perform work for a period of five consecutive work days unless such failure is excused because of inclement weather or uncontrollable circumstance.
- (b) If one or more of the grounds for termination exist, the Water Authority, after giving the Contractor and the performance surety five days written notice, may at its sole discretion, without liability for trespass or conversion, take any of the following actions: terminate the service of the Contractor; exclude the Contractor from the site; take possession of the site and Work; take possession of all of Contractor's tools, appliances, construction equipment, and machinery at the site; take possession of all materials and component parts, equipment, or machinery stored at the site or for which the Contractor has paid but which are stored elsewhere; use the site, tools, appliances, construction equipment, machinery, parts, and materials to the full extent they could be used by Contractor; finish the Work as the Water Authority may deem expedient; or make demand on the performance bond surety to complete the Work. When the Water Authority terminates the Contractor's services under this Section, the Contractor shall not be entitled to receive further payments until the Work is completed. If the unpaid balance of the Contract Price is greater than all claims, costs, losses, offsets and damages (including without limitation all fees and charges of engineers, architects, land surveyors, contractors and other providers of professional services) sustained by the Water Authority arising out of or relating to

completing the Work or exercising its rights under this Section, the excess will be paid to the Contractor or the performance bond surety. If the unpaid balance of the Contract Price is less than all claims, costs, losses, offsets and damages (including without limitation all fees and charges of engineers, architects, land surveyors, contractors and other providers of professional services) sustained by the Water Authority arising out of or relating to completing the Work or exercising its rights under this Section, the Contractor will pay the difference to the Water Authority. When exercising any rights or remedies under this Section, the Water Authority shall not be required to obtain the lowest price for the Work performed.

- (c) The termination of the Contractor's services under this paragraph will not affect any rights or remedies the Water Authority may have against the Contractor existing at the time of termination or which may later accrue. Any release of retention or payment by the Water Authority will not release the Contractor from liability.

39. TERMINATION: CONTRACTOR NOT AT FAULT.

- (a) Upon five days' written notice to the Contractor, the Water Authority may, without cause and without prejudice to any other of the Water Authority's rights or remedies, terminate the Contract.
- (b) Upon the service of a notice of contract termination, the Contractor shall discontinue the Work in the manner, sequence, and at such times as directed by the Water Authority Project Manager. The Contractor shall remain responsible for the quality and fitness of the work performed by Contractor before termination of the Contract. All requirements of the Contract pertaining to work completed or to be completed as directed by the Water Authority Project Manager as of the time of termination shall survive the termination, including without limitation, all indemnities, warranties, requirements for preparation of record drawings and completion of any "punch-list" items directed by the Water Authority Project Manager. Contractor shall cooperate with Water Authority with respect to providing information about the work in progress at the time of termination, as requested by the Water Authority Project Manager.
- (c) Upon termination of the Contract, Water Authority shall use reasonable efforts to determine and pay to the Contractor within 30 days, without duplication, for the following items:
 - (1) For completed and acceptable Work executed in accordance with the contract documents before the effective date of termination less any prior payments for the Work. The determined value of the Work shall be consistent with the contract documents, including any schedule of payments or schedule of values.
 - (2) For documented direct expenses sustained before the effective date of termination in performing services or furnishing labor, materials, or equipments as required by the contract documents necessary for the execution of the uncompleted Work. The determined value of the documented direct expenses shall be consistent with

the contract documents, including any schedule of payments or schedule of values.

- (3) For reasonable and documented direct expenses, including damages, incurred in settlement or as a consequence of terminated subcontracts;
 - (4) For other actual expenses reasonably incurred as a direct consequence of the termination.
- (d) Notwithstanding the foregoing, the Contractor shall not be entitled to recover any loss of anticipated profit or revenue or other economic loss arising out of or resulting from the termination, including without limitation any claim for anticipated profits on the Work not performed or lost business opportunity.
 - (e) If the Contractor is terminated under this Section, the Water Authority may, at its option, purchase from the Contractor, all plant, tools, and equipment of the Contractor, including buildings, appurtenances, and road construction improvements, which at the time of the termination are on land of the Water Authority, on street right-of-way, or in transit, or contracted for in writing or temporarily removed for repairs, in use or to be used exclusively on the Work.
 - (f) If the Contractor is terminated under this Section, the Water Authority may purchase from the Contractor all consumable supplies of the Contractor on hand, or in transit, or on definite commitment, including fuel, lubricants, and materials of construction not incorporated in the Work which, in the opinion of the Water Authority Project Manager, are suitable and required to complete the Work; and the Water Authority shall pay to the Contractor for such consumable supplies the prices paid therefore by the Contractor.
 - (g) If the Contractor is terminated under this Section, upon request by the Water Authority Project Manager, the Contractor shall provide the Water Authority Project Manager with an itemized inventory and cost account of all plant, tools, equipment, labor and consumable supplies that have been used, are then in use, and were planned to be used on the Work. Further, upon request, the Water Authority shall have the right to audit all of the Contractor's records relating to costs incurred or planned to be incurred in performing the Work.

40. RESOLUTION OF CERTAIN CLAIMS.

- (a) Notwithstanding the foregoing, a demand of \$375,000, or less, by the Contractor for a time extension; payment of money or damages arising from the work done by or on behalf of the Contractor pursuant to this contract; or payment of an amount which is disputed by the Water Authority shall be processed in accordance with Public Contracts Code Sections 20104 et seq. relating to informal conferences, non-binding judicially supervised mediation and judicial arbitration.
- (b) A single written claim shall be filed under this section prior to the date of final payment for all demands, including demands not subject to Public Contracts Code Sections 20104 et seq. arising out of the contract.

- (c) Within thirty (30) days of the receipt of the claim, the Water Authority may request additional documentation supporting the claim or relating to defenses or claims the Water Authority may have against the Contractor. If the Amount of the claim is less than \$50,000, the contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000 but is less than \$375,000.
- (d) Unless further documentation is requested, the Water Authority shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000 or within sixty (60) days if the amount of the claim is more than \$50,000 but less than \$375,000. If further documentation is requested, the Water Authority shall respond within the same amount of time taken by the Contractor to respond or fifteen (15) days, whichever is greater, after receipt of further information if the claim is less than \$50,000. If the claim is more than \$50,000 but less than \$375,000 and further documentation is requested by the Water Authority, the Water Authority shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.
- (e) If the Contractor disputes the Water Authority's response, or the Water Authority fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the Water Authority within fifteen (15) days after the deadline of the Water Authority to respond or within fifteen (15) days of the Water Authority's response, whichever occurs first. The Water Authority shall schedule the meet and confer conference within thirty (30) days of the request.
- (f) If the meet and confer conference does not produce a satisfactory request, the Contractor may pursue remedies authorized by law.

41. SEVERABILITY. Should any provisions be found or deemed to be invalid, the contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this contract are severable.

42. SIGNATURES. The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this contract, or caused it to be executed as of the day, month and year below.

Dated: _____, 20__

SAN DIEGO COUNTY WATER AUTHORITY

By: _____
Name, Title

CONTRACTOR

By: _____
Name, Title

Approved as to form:

General Counsel
San Diego County Water Authority

GENERAL LIABILITY SPECIAL ENDORSEMENT

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

FOR THE SAN DIEGO COUNTY WATER AUTHORITY

PRODUCER

Telephone _____

NAMED INSURED

POLICY INFORMATION

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

Deductible OR Self-Insured Retention of \$ _____

Each Occurrence Per Claim

APPLICABILITY. This insurance pertains to the operations, products and/or activities of the Named Insured under all written agreements and permits in force with the Water Authority unless checked here in which case only the following specific agreements and permits with the City are covered:

AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

COMMERCIAL GENERAL LIABILITY Claims Made

Retroactive Date _____

COMPREHENSIVE GENERAL LIABILITY Occurrence

OWNERS & CONTRACTORS PROTECTIVE

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

GENERAL LIABILITY

PRODUCTS-COMPLETED OPERATIONS

PERSONAL & ADVERTISING INJURY

FIRE LEGAL LIABILITY

EXPLOSION, COLLAPSE, UNDERGROUND HAZARD

CONTRACTUAL LIABILITY

CLAIMS: Underwriter's Representative for claims pursuant to this insurance

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

- 1. ADDITIONAL INSURED.** The Water Authority, its directors, officers, employees, and agents, are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and activities performed by or on behalf of the Named Insured.
- 2. CONTRIBUTION NOT REQUIRED.** This insurance shall be primary. Any other insurance or self-insurance available to the insureds added by this endorsement shall be in excess of and shall not contribute with this insurance.
- 3. SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 4. CANCELLATION NOTICE.** With respect to the interests of the Water Authority, this insurance shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice by receipted delivery has been given to the Water Authority at address indicated below. (Except 10 days shall be allowed for non-payment of premium.)
- 5. PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure by the Named Insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the insureds added by this endorsement.
- 6. SCOPE OF COVERAGE.** This endorsement shall afford coverage at least as broad as Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or claims made form CG 0002

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER / ADDITIONAL INSURED

SAN DIEGO COUNTY WATER AUTHORITY

4677 OVERLAND AVENUE

SAN DIEGO, CA 92123

PROJECT:

ATTENTION: _____

TELEPHONE: _____

AUTHORIZED REPRESENTATIVE

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

Title _____

Employer of Signatory _____

Telephone: () _____ Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
FOR THE SAN DIEGO COUNTY WATER AUTHORITY		

PRODUCER Telephone _____	POLICY INFORMATION Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ <input type="checkbox"/> Deductible OR <input type="checkbox"/> Self-Insured Retention \$ _____
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NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, and/or activities of the Named Insured under all written contracts and agreements in force with the Water Authority unless checked here <input type="checkbox"/> in which case only the following specific permits and agreements with the Water Authority are covered: AGREEMENTS/PERMITS:
----------------------	---

TYPE OF INSURANCE <input type="checkbox"/> BUSINESS AUTO POLICY <input type="checkbox"/> TRUCKERS AND MOTOR CARRIER LIABILITY POLICY <input type="checkbox"/> GARAGEKEEPERS LIABILITY <input type="checkbox"/> NON-OWNED - - HIRED VEHICLES <input type="checkbox"/> OTHER _____	OTHER PROVISIONS CLAIMS: Underwriter's Representative for claims pursuant to this insurance.
--	---

LIABILITY LIMIT IN THOUSANDS \$ \$ _____ per accident, for bodily injury and property damage liability	Name: _____ Address: _____ Telephone: () _____
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In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED.** The Water Authority, its directors, officers, employees, and agents, are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and activities performed by or on behalf of the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** This insurance shall be primary. Any other insurance or self-insurance available to the insureds added by this endorsement shall be in excess of and shall not contribute with this insurance.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the Water Authority, this insurance shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice by receipted delivery has been given to the Water Authority at address indicated below. (Except 10 days shall be allowed for non-payment of premium.)
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure by the Named Insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the insureds added by this endorsement.
6. **SCOPE OF COVERAGE.** This endorsement shall afford coverage at least as broad as Insurance Services Office form number CA0001, Code 1 ("any auto").

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER / ADDITIONAL INSURED

SAN DIEGO COUNTY WATER AUTHORITY 4677 OVERLAND AVENUE SAN DIEGO, CA 92123 Project: _____ ATTENTION: _____ TELEPHONE: _____	AUTHORIZED REPRESENTATIVE I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ Title _____ Employer of Signatory _____ Telephone: () _____ Date Signed _____
---	---

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT

FOR THE SAN DIEGO COUNTY WATER AUTHORITY

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER

Telephone _____

NAMED INSURED

POLICY INFORMATION

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

Deductible OR Self-Insured Retention \$ _____

Each Occurrence Per Claim

APPLICABILITY. This insurance pertains to the operations, products and/or activities of the Named Insured under all written contracts and permits in force with the Water Authority unless checked here in which case only the following specific contracts and permits with the Water Authority are covered:

CONTRACTS/PERMITS _____

COVERAGES (check as applicable)

Statutory Workers' Compensation

Employer's Liability _____ Bodily Injury (each accident)

_____ Bodily Injury by Disease (each employee)

_____ Bodily Injury by Disease (policy limit)

OTHER PROVISIONS

CLAIMS: Underwriter's Representative for claims pursuant to this insurance

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **WAIVER OF SUBROGATION.** The Insurance Company agrees to waive all rights of subrogation against the Water Authority, its directors, officers, employees, and agents for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the Water Authority.
2. **CANCELLATION NOTICE.** With respect to the interests of the Water Authority, this insurance shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice by receipted delivery has been given to the Water Authority at address indicated below. (Except 10 days shall be allowed for non-payment of premium.)

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

SAN DIEGO COUNTY WATER AUTHORITY
4677 OVERLAND AVENUE
SAN DIEGO, CA 92123

Project:

ATTENTION: _____

TELEPHONE: _____

AUTHORIZED REPRESENTATIVE

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

Title _____

Employer of Signatory _____

Telephone: () _____ Date Signed _____

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

hereinafter referred to as "Contractor," as principal, and _____

as surety, are held and firmly bound unto the San Diego County Water Authority, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with the San Diego County Water Authority for _____ and is required by said Water Authority to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if the said Contractor, his heirs, executors, administrators, successors, and assigns shall well and truly do and perform all of the covenants and obligations of said contract and any alteration thereof made as therein provided, on his part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect inclusive of the entire contract warranty period.

Any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____ .

(Seal)

Contractor

By _____

Title

(Surety's Corporate Seal)

Surety

By _____

Title

Address of Surety

Approved:

Director of _____
San Diego County Water Authority

Approved as to form and execution:

General Counsel of
San Diego County Water Authority

Notice: No substitution or revision to this bond form will be accepted.

PAYMENT BOND FOR MATERIALS AND LABOR

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

hereinafter referred to as "Contractor," as principal, and _____

as surety, are held and firmly bound unto the San Diego County Water Authority, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with the San Diego County Water Authority for _____ and is required by said Water Authority to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Contractor, or his subcontractors, fails to pay any of the persons referred to in Section 3181 of the Civil Code of the State of California for any materials, provisions, provender, equipment or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld and paid over to the Unemployment Development Department from the wages of employees of the principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, said surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court. This bond shall inure to the benefit of any and all persons entitled to file claims under Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Any alterations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either Contractor or the surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, _____.

(Seal)

Contractor

By

Title

(Surety's Corporate Seal)

Surety

By

Title

Address of Surety

Approved:

Director of _____
San Diego County Water Authority

Approved as to form and
execution:

General Counsel of
San Diego County Water Authority

Notice: No substitution or revision to this bond form will be accepted.

