

CENTRAL COAST WATER AUTHORITY



**Bid Documents
For
Furnishing and Delivery of
Bulk Water Treatment Chemicals**

March 2026

NOTICE INVITING BIDS

RECEIPT OF BIDS: Sealed Bids will be received at the office of the Central Coast Water Authority, at 255 Industrial Way, Buellton, California 93427, until 3:00 p.m. on Tuesday, April 7, 2026, for the "Furnishing and Delivery of Bulk Water Treatment Chemicals."

DESCRIPTION OF WORK: The WORK includes furnishing all labor, materials, equipment, and incidentals necessary for furnishing and delivering one or more bulk water treatment chemicals as shown on the Bid Schedules, and all other WORK required in accordance with the Contract Documents.

OPENING OF BIDS: The Bids will be publicly opened and read at 3:00 p.m. on April 7, 2026, at the above-mentioned location for receipt of Bids.

OBTAINING CONTRACT DOCUMENTS: The Contract Documents are entitled "Furnishing and Delivery of Bulk Water Treatment Chemicals". The Contract Documents may be obtained at the office of the OWNER shown below:

Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427-9565
Telephone: (805) 688-2292
Attn: David R. Beard, Deputy Director Operations and Engineering

BID AND BID SECURITY: The bid must be submitted on the forms provided and must be accompanied by a bid guarantee. The bid guarantee must be in the form of a certified check, cashier's check, or bid bond, which serves as a guarantee that the bidder will, if successful, promptly comply with the Instructions to Bidders and execute the Agreement. The bid guarantee shall not be less than ten percent (10%) of the total amount of the bid and shall be payable to the Central Coast Water Authority. Certified checks submitted by the recipient of the Notice of Award will be deposited when received and refunded upon execution of the Agreement. A bid will not be considered unless an allowed forms of Bidder's Security is enclosed with it.

PRE-BID CONFERENCE. A pre-bid conference is not scheduled.

PROJECT ADMINISTRATION: All communications relative to this Project prior to opening of Bids shall be made in writing to the address, facsimile number and/or email listed below. Email is the preferred method of communication.

Brandon L. Ladd
Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427
Telephone: (805) 463-2122
Fax: (805) 686-4700
Email: bll@ccwa.com

INTERPRETATION OF CONTRACT DOCUMENTS: No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents. Requests for an interpretation shall be made in writing and delivered to Brandon Ladd, 255 Industrial Way, Buellton, CA 93427 no later than five (5) days before the time for opening the Bids. Interpretations of the Contract Documents will be in

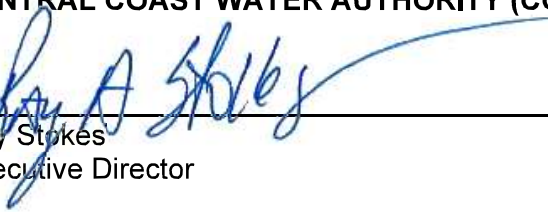
the form of an addendum to the Contract Documents and, when issued, will be sent as promptly as practical to all parties to whom the Contract Documents have been issued. All such addenda shall become part of the Contract.

BIDS TO REMAIN OPEN: The Bidder shall guarantee the Total Bid Price for a period of sixty (60) calendar days from the date of bid opening.

WITHDRAWAL OF BIDS: The Bidder may withdraw its Bid at any time prior to the date and hour set for opening of proposals upon presentation of a written request to David R. Beard, Deputy Director of Operations and Engineering, Central Coast Water Authority, 255 Industrial Way, Buellton, CA 93427, signed by an authorized representative of the Bidder or by the person filing the Bid.

The Central Coast Water Authority reserves the right to reject any and all Bids, to re-bid, or to waive any informality in a bid and to make awards to the lowest responsive, responsible Bidder(s) as it may best serve its interest.

CENTRAL COAST WATER AUTHORITY (CCWA)

By:  _____ Date: March 12, 2026
Ray Stokes
Executive Director

INSTRUCTIONS TO BIDDERS

1. DESCRIPTION OF WORK. The Central Coast Water Authority will receive sealed Bids for the "Furnishing and Delivery of Bulk Water Treatment Chemicals" at the location and until the time stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to deliver its Bid in proper time and at the proper place. If the Bid is not timely received, the Bid will be returned unopened to the Bidder. Bids will be publicly opened and read at the time and place stipulated in the Notice Inviting Bids. The WORK generally consists of furnishing all labor, materials, equipment, and incidentals necessary for furnishing and delivering one or more bulk water treatment chemicals as shown on Bid Schedules, and all other WORK required in accordance with the Contract Documents.

2. INTERPRETATIONS AND ADDENDA.
 - 2.1 All questions about the meaning or intent of the Contract Documents are to be directed to Brandon Ladd, 255 Industrial Way, Buellton, CA 92427 (phone 805-463-2122, fax 805-680-4700). Additions, deletions, or revisions to the Contract Documents considered necessary by CCWA in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by CCWA as having received the Contract Documents. Questions received less than five (5) days prior to the date of Bid Opening may not be answered. Only answers to such questions issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

 - 2.2 Addenda may also be issued to make other additions, deletions, or revisions to the Contract Documents. All addenda shall become part of the Contract Documents. In accordance with Public Contract Code §4104.5, if an addendum includes material change to the project and is issued less than 72 hours before the bid date, CCWA must extend the deadline for the submission of bids. CCWA reserves the right to determine in its sole discretion whether an addendum includes material changes to the project. It is the Bidder's responsibility to determine that they have received any and all Addenda prior to bidding. The bidder is advised to contact CCWA prior to the bid opening to confirm that all Addenda have been received.

 - 2.3 The Bidders shall make no special interpretation or inference of intent from differing formats in the Technical Specifications.

3. BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS.
 - 3.1 It is the responsibility of the Bidder, prior to submitting a bid and prior to entering into an agreement for the WORK:
 - a. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents;

 - b. To become familiar with local conditions that may affect cost, progress, or performance of the WORK;

 - c. To consider federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the WORK;

- d. To study and carefully correlate the Bidder's observations with the Contract Documents; and
- e. To notify CCWA of all conflicts, errors, ambiguities, or discrepancies in or between the Contract Documents and such other related data.

3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has thoroughly examined and complied with the Contract Documents, including but not limited to the following:

- a. That the Bid is premised upon performing the WORK required by the Contract Documents without exception and such means, methods, techniques, sequences, or procedures as may be required by the Contract Documents;
- b. That Bidder has given CCWA written notice of all conflicts, errors, ambiguities, and discrepancies in the Contract Documents and the written resolution, if any, thereof by CCWA is acceptable to the Bidder; and
- c. That the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.
- d. That the Bid includes all applicable federal, state and local fees and taxes.
- e. That Bidder, if awarded the contract, will make no claim against CCWA based on ignorance or misunderstanding of the Contract Documents and site conditions.

3.3 The failure or neglect of the Bidder to receive or examine any of the Contract Documents shall in no way relieve the Bidder from any obligations required by the Contract Documents. No claims for additional compensation will be allowed which is based upon lack of knowledge of any Contract Document.

- 4 BID FORMS. The Bid shall be submitted on the Bid Forms bound herein; the pages may be removed from the bound volume for purposes of completing the Bid Forms provided all removed pages are returned to their respective locations within the bound volume upon submittal of a bid. All blank spaces on the Bid Forms shall be completed in ink. All names must be printed below the signatures. The Bid shall be submitted in a sealed envelope which shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words the "Furnishing and Delivery of Bulk Water Treatment Chemicals" followed by "Central Coast Water Authority," the address where Bids are to be delivered or mailed to, and the date and hour of opening of Bids. The bidder's attention is called to the forms and documents listed below which must be executed in full as required. Mistakes must be corrected and the correction inserted; correction must be initialed in ink by person or persons signing the bid. No conditional bids will be accepted. Signature by the Bidder indicates that the information provided by the Bidder is accurate and complete.

THE FOLLOWING ITEMS ARE TO BE EXECUTED AND SUBMITTED WITH THE BID
(FAILURE TO DO SO MAY CAUSE THE BID TO BE REJECTED AS NONRESPONSIVE)

1. Bid Form.

2. Bid Certificate.
3. Bid Sheet Schedule.
4. List of Subcontractors.
5. Bidder's General Information.
6. Noncollusion Affidavit.
7. Bid Guarantee - A bid guarantee in the amount of ten percent (10%) of the bid amount must accompany the bid. The bid guarantee must be in the form of one of the following:
 - Cashier's check made payable to Central Coast Water Authority;
 - Certified check made payable to Central Coast Water Authority; or
 - Bid bond (form attached) executed by an admitted surety insurer authorized by the California State Department of Insurance to transact business in California, made payable to Central Coast Water Authority.

5 CERTIFICATES.

- 5.1 Bids by corporations must be executed in the corporate name by the president, a vice-president, or other corporate officer. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, attested by the secretary or assistant secretary, and with the corporate seal affixed. The corporate address and state of incorporation must appear below the signature.
 - 5.2 Bids by partnerships must be executed in the partnership name and be signed by a managing partner. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.
 - 5.3 Bids by joint ventures must be executed in the joint venture name and be signed by a joint venture managing partner. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.
6. DISQUALIFICATION OF BIDDERS. More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If CCWA has reasonable grounds for believing that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If CCWA believes that collusion exists among the Bidders, all Bids will be rejected and collusion participants shall be restricted from submitting further bids. A party who has quoted prices to a Bidder is not disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the WORK.
 7. QUALIFICATION OF BIDDERS. Each Bidder shall be skilled and regularly engaged in the general class or type of work called for under the Contract Documents. A statement setting forth the Bidder's experience shall be submitted by each Bidder on the form provided herewith.

It is the intention of CCWA to award the Contract to a responsive and responsible Bidder who furnishes satisfactory evidence that it has the requisite experience and ability, and that it has sufficient capital, facilities, and plant to enable prosecution of the WORK successfully and properly, and to complete it within the time named in the contract. To determine the degree of responsibility to be credited to the Bidder, CCWA will weight any evidence that the Bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.

8. **SUBMISSION OF BIDS.** The Bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received at the proper time and place. If the Bid is not timely received, the Bid will be returned unopened to the Bidder.
9. **BID SECURITY AND INSURANCE.** Each Bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to CCWA and shall be given as a guarantee that the Bidder, if awarded the WORK, will enter into an Agreement with CCWA, and will furnish the necessary insurance policies and endorsements in the amount stated in the General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond may be forfeited to CCWA, at its option. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein. Bid bonds shall comply with the requirements contained in Article 3 of the General Conditions.
10. **DISCREPANCIES IN BIDS.** The Bidder shall furnish a price for one or more Bid items in the Schedule, and failure to do so will render the Bid non-responsive and may cause its rejection. In the event there are unit price Bid items in a Bidding schedule and the amount indicated for a unit price Bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction. If the total indicated for the Schedule does not agree with the sum of the prices bid on the individual items, the prices Bid on the individual items shall govern and the total for the Schedule will be corrected accordingly, and the BIDDER shall be bound by said correction.
11. **QUANTITIES APPROXIMATE.** Any quantities shown in the Bid form or elsewhere herein shall be considered as approximations listed to serve as a general indication of the amount of WORK or materials to be performed or furnished, and as basis for the Bid comparison. CCWA does not guarantee that the actual amounts required will correspond with those shown. As deemed necessary or convenient, CCWA may increase or decrease the amount of any item or portion of WORK or material to be performed or furnished or omit any such item or portion, in accordance with the Contract Documents.
12. **MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.** Unauthorized conditions, limitations, or provisos attached to the Bid shall render it informal and may cause its rejection as being non-responsive. The Bid forms shall be completed without interlineations, alterations, or erasures in the printed text. Unless called for, Alternative Bids will not be considered. Oral, telegraphic, or telephonic Bids or modifications will not be considered.
13. **WITHDRAWAL OF BID.** The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids prior to the scheduled closing time for receipt of Bids.

14. **AWARD OF CONTRACT.** Award of the contract, if awarded, will be made to the lowest responsive, responsible Bidder whose Bid complies with the requirements of the Contract Documents. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open, unless extended by mutual agreement of the Bidders. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the bids are to remain open.
15. **BID PROTESTS.** Any Bid protest must be submitted in writing to: David Beard, Deputy Director of Operations and Engineering, Central Coast Water Authority, 255 Industrial Way, Buellton, California 93427 no later than seven (7) days after Bid opening. The Bid protest shall contain the name, address and telephone number of the protesting party along with a complete statement of the basis for the protest and shall refer to the specific portion of any document or documents that support the protest. The party filing the protest shall concurrently transmit a copy of the protest to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, including but not limited to, all other Bidders on the Project. CCWA staff will issue a written decision on the Bid protest within fifteen (15) days of Bid opening. If the protesting Bidder disagrees with CCWA staff's decision, it may request a hearing before the CCWA Board of Directors for a determination of the merits of the protest. The procedures and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or other legal proceedings.
16. **RETURN OF BID SECURITY.** Within fourteen (14) days after award of the contract, CCWA will, if requested, return the Bid securities accompanying such Bids that are not being considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned, if requested, to the respective Bidders whose Bids they accompany.
17. **EXECUTION OF AGREEMENT.** The Bidder to whom award is made shall execute a written Agreement with CCWA on the form of agreement provided, shall secure all insurance, and shall furnish all certificates required by the Contract Documents within fourteen (14) calendar days after receipt of the Notice of Award from CCWA. The Bidder to whom the award is made shall execute a written Agreement with CCWA. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, CCWA may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, CCWA may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to CCWA.
18. **WORKERS' COMPENSATION REQUIREMENT.** The Bidder should be aware that in accordance with Section 3700 of the California Labor Code he shall, if awarded the Contract, be required to secure the payment of compensation to his employees and execute the Workers' Compensation Certification in the form contained in these Contract Documents.
19. **SUBSTITUTE "OR EQUAL" ITEMS.** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a particular Supplier and the name is followed by the words "or equal", the Bidder may propose a substitute Supplier (which the

Bidder considers as an “or equal”). These substitute Suppliers will only be considered after award of the Contract. The Bidder shall not be relieved of any obligation of the Contract Documents or be entitled to an adjustment in the Contract Price in the event any proposed substitute supplier is not subsequently approved.

THE FOLLOWING ITEMS ARE TO BE EXECUTED BY THE SUCCESSFUL BIDDER ONLY (BEFORE THE START OF WORK):

Within fourteen (14) calendar days of receipt of the Notice of Award, the CONTRACTOR shall complete and submit the following documents and requirements:

- a. Insurance Endorsements, Certificates and Policies
- b. Worker’s Compensation Certificate
- c. Agreement

After CCWA receives and determines that all of the submitted documents are acceptable, CCWA will provide the CONTRACTOR with a “Notice to Proceed.”

BID FORM

BID TO: Central Coast Water Authority

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CCWA to perform the WORK as specified or indicated in the Contract Documents entitled the "Furnishing and Delivery of Bulk Water Treatment Chemicals".

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Guarantee. The Bidder shall complete and submit the Bid, appropriate Bid Certificate, Bid Packages and Schedules, List of Subcontractors, Bidder's General Information, Non-collusion Affidavit and Bid Bond, all of which shall be part of this Bid.

This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders", and will furnish the insurance policies and endorsements required by the Contract Documents.

- 2. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

Number(s) _____ Date(s) _____

Failure to acknowledge addenda shall render the bid non-responsive and shall be cause for its rejection.

- 3. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

- 4. Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in the Contract Documents, and to accept in full payment the Contract Price based on the Total Bid Price(s) named in the above described Bid Forms.

The undersigned represents and warrants to CCWA that it is authorized to execute this Bid and obligate the Bidder to this Bid, that such authority was duly passed and adopted by such entity which is the official act and deed of the entity, and that the undersigned shall indemnify and defend CCWA if the undersigned is not authorized to act on behalf of the entity as indicated above.

Date: _____

Bidder: _____

By: _____
(Signature)

Title: _____

BID CERTIFICATE

(if Joint Venture)

STATE OF _____)
) ss:
COUNTY OF _____)

I HEREBY CERTIFY that at a meeting of the Principals of the _____

a joint venture existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Joint Venture, be and is hereby authorized to execute the Bid dated _____, 20_____, to the Central Coast Water Authority and this joint venture and that his execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture." I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____

Managing Partner

(SEAL)

FURNISHING AND DELIVERY OF BULK WATER TREATMENT CHEMICALS

BID SCHEDULE

All bidders shall complete the attached Bid Schedule and include it with their bid.

Fill in the unit price per unit and the total price for each bulk treatment chemical you are bidding. Place NA in the spaces for the bulk treatment chemicals not included in the bid.

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
Aluminum Sulfate, per Technical Specification.	Dry Ton	_____	_____	_____
Liquid Chlorine, per Technical Specification.	Ton	_____	_____	_____
Sodium Hydroxide (50%), per Technical Specification.	Dry Ton	_____	_____	_____
Ammonium Hydroxide (19%), per Technical Specifications.	Dry Ton	_____	_____	_____
Bisulfite Solution (25%), per Technical Specification.	Dry Ton	_____	_____	_____
Sodium Hypochlorite (12.5%), per Technical Specification.	Gallon	_____	_____	_____

NOTE: Sales tax does not apply to the purchase of bulk water treatment chemicals.

Signature

Company

Address

City/State/Zip Code

Phone Number

Date

**LIST OF SUBCONTRACTORS FOR THE
Furnishing and Delivery of Bulk Water Treatment Chemicals**

Section 4104 of the Public Contract Code requires the Bidder to list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (.5%) of the prime contractor's total bid. The Bidder shall also list below the portion of the WORK which will be done by each subcontractor under this Contract. The Bidder shall list only one subcontractor for each portion as is defined by the Bidder in its Bid. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection.

The following work will be performed or provided by the following subcontractors, and coordinated by bidder:

Bid Item No.	Work to be Performed	Subcontractor License Number	Percent of Total Bid	Subcontractor's Name & Address

Note: Attach additional sheets if required.

BIDDER'S GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement will render the Bid informal and may cause its rejection. Additional sheets may be attached if necessary. Should the contract be awarded to the Bidder, then the legal address described below shall be used for all communications and notices with the Bidder.

Bidder hereby certifies that he has reviewed the insurance coverage requirements specified in the Contract Specifications. Should he be awarded the contract for the WORK, Bidder further certifies that he can meet all the Contract Specifications requirements for insurance including insurance coverage of his subcontractors.

1. Address: _____

2. Type of Firm: Individual _____ Partnership _____ Corporation _____
3. Telephone: _____
Facsimile: _____
4. Bidder licenses/classifications held, if any: _____
5. Names and titles of all members of the firm:

6. Number of years a contractor in furnishing and delivering bulk treated water chemicals: _____
7. ATTACH TO THIS BID a list of at least three (3) projects completed by the Contractor during the last 5 years involving furnishing and delivery of bulk water treatment chemicals. The list shall include the following information as a minimum:
 - Name, address, and telephone number of project owner.
 - Name of project.
 - Location of project.
 - Brief description of the work involved.
 - Contract amount.
 - Date of completion of contract.

To be considered for award, the CONTRACTOR shall have completed at least three projects of similar type and complexity and comparable value.

9. The Bidder represents that it has carefully read the Contract Documents and satisfied itself as to its ability to perform the WORK for the project, including all attending difficulties.
10. The Bidder acknowledges by affixing its signature hereto, that it is aware of any and all representations made herein, which are made under the penalty of perjury.

Dated: _____

Bidder: _____

By: _____
(Signature)

Name and Title

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

Public Contract Code Section 7106

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Dated: _____

Bidder: _____

By: _____
(Signature)

Title: _____

(SEAL)

Subscribed and sworn to before me this
_____ day of _____, 20____

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Principal, and
_____ as Surety, are
held and firmly bound unto the Central Coast Water Authority hereinafter called "CCWA," in the sum
of _____
_____ dollars,
(not less than ten percent (10%) of the total amount of the Bid)

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said CCWA to perform the WORK required under the
bidding schedule of CCWA's Contract Documents entitled "Small Order Large Diameter Pipe
Procurement"

NOW THEREFORE, if said Principal is awarded a contract by CCWA and, within the time and in the
manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written
Agreement on the form of agreement bound with said Contract Documents, and furnishes the required
certificates of insurance, then this obligation shall be null and void, otherwise it shall remain in full force
and effect. The Surety stipulates and agrees that the obligations of said Surety shall in no way be
impaired or affected by an extension of the time within which CCWA may accept such Bid and Surety
further waives notice of any such extension. In the event suit is brought upon this bond by CCWA and
CCWA prevails, said Principal and Surety shall pay all costs incurred by CCWA in such suit, including
a reasonable attorney's fees and costs to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____

(Principal)
(SEAL)

(Surety)
(SEAL)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARY ACKNOWLEDGEMENT OF SURETY)

AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 20__ by and between the Central Coast Water Authority (OWNER) and _____(CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. GENERAL

CONTRACTOR shall complete in a workmanlike manner, all WORK specified or indicated under the Contract Documents entitled "Furnishing and Delivery of Bulk Water Treatment Chemicals" and in accordance with the Contract Documents, and furnish at CONTRACTOR's own expense, all labor, materials, equipment, tools, transportation, and services necessary for completing the WORK, except for materials, equipment, and services to be furnished by OWNER and to do everything required by the Contract Documents for the sum of \$_____.

The WORK is generally described as follows: furnishing all labor, materials, equipment, and incidentals necessary for furnishing and delivering one of more bulk water treatment chemicals as shown on the Bid Schedules, and all other WORK required in accordance with the Contract Documents

ARTICLE 2. CONTRACT TIMES

The WORK shall be completed within the number of calendar days as cited in the Notice Inviting Bidders from the commencement date stated in the Notice to Proceed.

ARTICLE 3. CONSIDERATION

Contractor agrees to perform the WORK according to the terms of this Agreement for the above-mentioned price and OWNER agrees to pay CONTRACTOR at the time, in the manner, and upon the conditions stipulated in the Contract Documents. OWNER and CONTRACTOR, for themselves, their heirs, executors, administrators, successors and assigns, agree to the full performance of the covenants contained in this Agreement and the Contract Documents.

ARTICLE 4. INTENTIONALLY OMITTED

ARTICLE 5. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement and the following, which are incorporated into this Agreement by this reference: Notice Inviting Bids, Instructions to Bidders, Bid Forms, Bid Bond, Notice of Award and Acceptance of Notice, Worker's Compensation Certificate, Insurance Certificates and Endorsements, General Conditions, Technical Specifications, Drawings, Addenda, Notice to Proceed, Change Orders, and all other documents issued by the OWNER with respect to the WORK. There are no Contract Documents other than those listed in this Article 5. The Contract Documents may only be amended by Change Order as provided in the General Conditions.

ARTICLE 6. ASSIGNMENT

No assignment by a party to this Agreement of any rights under or interests in the Contract Documents will be binding on another party without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its successors, assigns and legal representatives to the other party, its successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

OWNER _____

CONTRACTOR _____

By _____

By _____

CORPORATE SEAL

Attest _____

Attest _____

Address for giving notices

Address for giving notices

Approved as to Form:

License No. _____

(Signature)

Agent for service of process:

(Title)

AGREEMENT CERTIFICATE
(if Partnership)

STATE OF _____)
) SS:
COUNTY OF _____)

I CERTIFY that at a meeting of the Board of Directors of _____, a partnership existing under the laws of the State of _____, held on ____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Partnership, be and is authorized to execute the Agreement dated _____, 20__, between the Central Coast Water Authority and this partnership and that his execution, attested by the _____, shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand this _____, day of _____, 20_____.

(Signature)

(Signature)

(Title)

(Title)

(SEAL)

WORKER'S COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

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

Contractor: _____

By: _____

Title: _____

NOTICE OF AWARD

To: [Name and Address of Bidder]

Project Description

CENTRAL COAST WATER AUTHORITY

“Furnishing and Delivery of Bulk Water Treatment Chemicals”

The OWNER has considered the Bid submitted by you for the above described WORK in response to its Notice Inviting Bids dated [Date of Notice Inviting Bids].

You are hereby notified that your Bid has been accepted in the amount of \$ [_____].

You are required by the Notice Inviting Bids to execute the Agreement and furnish the required Certificates of Insurance and Insurance Endorsements within fourteen (14) calendar days from the date of this Notice of Award.

If you fail to execute the Agreement and to furnish the insurance submittals within fourteen (14) calendar days from the date of this Notice, OWNER will be entitled to consider all your rights arising out of the OWNER’s acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this _____ day of _____, 20__

(Signature)

(Name)

(Title)

ACKNOWLEDGMENT OF NOTICE OF AWARD

Receipt of the above Notice of Award is acknowledged by

This is the _____ day of _____, 20__

(Signature)

(Name)

(Title)

**COMMERCIAL GENERAL
LIABILITY ENDORSEMENT**

A. POLICY INFORMATION

1. Insurer: _____
2. Policy Number: _____
3. Effective Date: _____
4. Endorsement Number: _____

B. POLICY ENDORSEMENTS

This endorsement modifies the above policy. Notwithstanding any inconsistent statement or provision in the policy, it is agreed that:

1. Scope of Coverage. This insurance includes coverage for bodily injury (including death), personal injury, property damage, owned and non-owned equipment, blanket contractual liability, completed operations, explosion, collapse, underground excavation and removal of lateral support, which coverage is at least as broad as Insurance Services Office (ISO) occurrence form CG 0001. The policy shall not contain any exclusions or restrictions with respect to claims arising out of XCU hazards (explosion, collapse, underground damage).
2. Additional Insureds. Central Coast Water Authority, any independent engineer and consultant, and each of their officers, elected officials, and employees (including without limitation permanent, temporary and contract employees) shall each be additional insureds in regard to liability arising out of the conduct of the named insured.
3. Waiver of Subrogation. The insurer waives any and all transfer rights of recovery (subrogation) it may have against the Additional Insureds described above or any other additional insureds.
4. Primary. This insurance shall be primary as respects the Additional Insureds shown in the schedule above and any other insurance, self-insurance or other coverage maintained by the Additional Insureds scheduled above shall be in excess of this insurance and shall not be called upon to contribute in the event of a loss.
5. Compliance. Any failure to comply with reporting or other provisions of this insurance including but not limited to any breaches of warranties shall not affect coverages provided to the Additional Insureds.
6. Separation of Insureds. This insurance includes separation of insureds and shall apply as if each named insured were the only named insured and separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Insurer's liability.
7. Notice. The insurer shall give the Central Coast Water Authority at least thirty (30) calendar days' written notice of cancellation prior to cancellation or reduction of coverage or limits in the policy, except that if cancellation is for

nonpayment of premiums, written notice shall be given to Central Coast Water Authority at least ten (10) calendar days prior to cancellation.

- 8. Contractual Liability. This insurance, subject to all other terms and conditions, applies to the liability assumed by the Contractor under the terms of the Contract.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), represent and warrant that I have authority to bind the above listed insurance company and, by my signature below, bind this company.

Signature of Authorized Representative
(Original signature required on endorsement furnished to the Authority)

Organization: _____
Title: _____
Address: _____

**AUTOMOBILE LIABILITY
INSURANCE ENDORSEMENT**

A. POLICY INFORMATION

1. Insurer: _____
2. Policy Number: _____
3. Effective Date: _____
4. Endorsement Number: _____

B. POLICY ENDORSEMENTS

This endorsement modifies the above policy. Notwithstanding any inconsistent provision or statement in the policy, it is agreed that:

1. Additional Insureds. Central Coast Water Authority, any independent engineer and consultant, and each of their officers, elected officials, and employees (including without limitation permanent, temporary and contract employees) shall each be additional insureds in regard to liability arising out of the conduct of the named insured.
2. Waiver of Subrogation. The insurer waives any and all transfer rights of recovery (subrogation) it may have against the Additional Insureds described above or any other additional insureds.
3. Primary. This insurance shall be primary as respects the Additional Insureds shown in the schedule above and any other insurance, self-insurance or other coverage maintained by the Additional Insureds scheduled above shall be in excess of this insurance and shall not be called upon to contribute in the event of a loss.
4. Compliance. Any failure to comply with reporting or other provisions of this insurance including but not limited to any breaches of warranties shall not affect coverages provided to the Additional Insureds.
5. Separation of Insureds. This insurance includes separation of insureds and shall apply as if each named insured were the only named insured and separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Insurer's liability.
6. Notice of Cancellation. We will give the Central Coast Water Authority at least thirty (30) calendar days' written notice of cancellation prior to cancellation or reduction of coverage or limits in the policy, except that if cancellation is for non-payment of premiums, written notice shall be given to Central Coast Water Authority at least ten (10) calendar days prior to cancellation.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), represent and warrant that I have authority to bind the above listed insurance company and, by my signature below, bind this company.

Signature of Authorized Representative
(Original Signature required on endorsement furnished to the Authority)

Organization: _____
Title: _____
Address: _____

**UMBRELLA LIABILITY
INSURANCE ENDORSEMENT**

A. POLICY INFORMATION

1. Insurer: _____
2. Policy Number: _____
3. Effective Date: _____
4. Endorsement Number: _____

B. POLICY ENDORSEMENTS

This endorsement modifies the above policy. Notwithstanding any inconsistent provision or statement in the policy, it is agreed that:

1. Additional Insured. The Central Coast Water Authority, any independent engineer and consultant, and each of their officers, elected officials, and employees (including, without limitation, permanent, temporary and contract employees) shall be Additional Insureds only with respect to liability arising out of:
 - a. The named insured's WORK by or for the Additional Insureds; or
 - b. Automobiles owned, hired or used by or for the named insured in the course of WORK performed for the insureds.
2. Waiver of Subrogation. The insurer waives any and all transfer rights of recovery (subrogation) it may have against the Additional Insureds described above or any other additional insureds.
3. Primary. This insurance shall be primary as respects the Additional Insureds shown in the schedule above and any other insurance, self-insurance or other coverage maintained by the Additional Insureds scheduled above shall be in excess of this insurance and shall not be called upon to contribute in the event of a loss.
4. Excess Insurance. Any insurance maintained by the Additional Insureds, whether primary, excess or otherwise, shall be in excess of the insurance provided by this policy.
5. Compliance. Any failure to comply with reporting or other provisions of this insurance including but not limited to any breaches of warranties shall not affect coverages provided to the Additional Insureds.
6. Separation of Insureds. This insurance includes separation of insureds and shall apply as if each named insured were the only named insured and separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Insurer's liability.

7. Notice of Cancellation. The insurer shall give the Central Coast Water Authority at least thirty (30) calendar days' written notice of cancellation prior to cancellation or reduction of coverage or limits in the policy, except that if cancellation is for nonpayment of premiums, written notice shall be given to Central Coast Water Authority at least ten (10) calendar days prior to cancellation.
8. Contractual Liability. This insurance, subject to all other terms and conditions, applies to the liability assumed by the Contractor under the terms of the Contract.
9. Following Form Coverage. The insurance provided by the policy is following form coverage at least as broad as the coverage provided by the primary (underlying) insurance policy(ies) including any endorsements applicable to such policy(ies).

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), represent and warrant that I have authority to bind the above listed insurance company and, by my signature below, bind this company.

 Signature of Authorized Representative
 (Original signature required on endorsement furnished to the Authority)

Organization: _____
 Title: _____
 Address: _____

**WORKER'S COMPENSATION
AND EMPLOYER'S LIABILITY
INSURANCE ENDORSEMENT**

A. POLICY INFORMATION

1. Insurer: _____
2. Policy Number: _____
3. Effective Date: _____
4. Endorsement Number: _____

B. POLICY ENDORSEMENTS

This endorsement modifies the above policy, notwithstanding any inconsistent provision or statement in the policy, and it is agreed that:

1. Waiver of Subrogation. The insurer waives any and all transfer rights of recovery (subrogation) it may have against the Additional Insured Employer for claims and/or losses arising out of the performance of any WORK for the Additional Insured Employer.
2. Notice of Cancellation. The insurer shall give the Central Coast Water Authority at least Thirty (30) calendar days' written notice of cancellation prior to cancellation or reduction of coverage or limits in the policy, except that if cancellation is for non-payment of premiums, written notice shall be given to Central Coast Water Authority at least ten (10) calendar days prior to cancellation.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), represent and warrant that I have authority to bind the above listed insurance company and, by my signature below, bind this company.

Signature of Authorized Representative
(Original signature required on endorsement furnished to the Authority)

Organization: _____
Title: _____
Address: _____

NOTICE TO PROCEED

Date: _____

To: [Name and Address of Contractor]

Project Description: CENTRAL COAST WATER AUTHORITY
 “Furnishing and Delivery of Bulk Water Treatment Chemicals”

You are notified to commence WORK in accordance with the Agreement dated [Date of Contract] on [Commencement Date], and you are to complete the WORK within [Days for Completion] consecutive calendar days thereafter. The date of completion of all WORK is, therefore, [Date of Completion].

Central Coast Water Authority

(Signature)

(Name)

(Title)

Acknowledgment of Notice

Receipt of the above Notice to Proceed is hereby acknowledged by

This ____ day of _____, 20__

(Signature)

(Name)

(Title)

GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS

Unless the context otherwise requires, wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof. Where an entire word is in upper case in the definitions and is found in lower case in the Contract Documents, it has the ordinary dictionary definition.

Agreement - The written contract between the OWNER and the CONTRACTOR covering the WORK to be performed; other documents are attached to the Agreement and made a part of the Agreement as provided in the Agreement.

Application for Payment - The form furnished by the OWNER which is to be used by the CONTRACTOR to request progress or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Bid - The offer or proposal of the Bidder setting forth the price or prices for the WORK.

Bonds – Bid bonds and other instruments which protect against loss due to inability or refusal of the CONTRACTOR to enter into or perform its Contract.

Change Order - A document which is signed by the CONTRACTOR and the OWNER, and authorizes an addition, deletion, or revision in the WORK, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

Clarification - A document issued by the OWNER'S REPRESENTATIVE to the CONTRACTOR that interprets the requirement(s) and/or design intent of the Contract Documents, may not represent an addition, deletion, or revision in the WORK or an adjustment in the Contract Price or the Contract Times.

Contract Documents: Notice Inviting Bids, Instructions to Bidders, Bid Forms, Bid Bond, Notice of Award and Acceptance of Notice, Worker's Compensation Certificate, Insurance Certificates and Endorsements, General Conditions, Technical Specifications, Drawings, Addenda, Notice to Proceed, Change Orders, and all other documents issued by the OWNER with respect to the WORK.

Contract Price - The total monies payable by the OWNER to the CONTRACTOR under the terms and conditions of the Contract Documents.

Contract Times - The number or numbers of successive calendar days or dates stated in the Contract Documents for the completion of the WORK.

CONTRACTOR - The individual, partnership, corporation, joint-venture, or other legal entity with whom the OWNER has executed the Agreement.

Day - A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Defective Work - WORK that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or WORK that has been damaged prior to final payment.

Drawings - The drawings, plans, maps, profiles, diagrams, and other graphic representations which indicate the character, location, nature, extent, and scope of the WORK and are referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Laws - Any and all applicable laws, rules, regulations, ordinances, codes, and/or orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Notice of Completion - After acceptance of the WORK by the OWNER's governing body, the form is signed by the OWNER and recorded with the County Recorder.

Notice to Proceed - The written notice issued by the OWNER to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Times.

OWNER -The Central Coast Water Authority, located at 255 Industrial Way, Buellton, CA 93427.

OWNER's Representative – The person designated by the OWNER as its representative during the course of construction, to make all day-to-day field inspections, resolve field problems, interpret plans and estimate and compute payments due to CONTRACTOR.

Project - The total construction of which the WORK to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the CONTRACTOR and submitted by the CONTRACTOR to illustrate some portion of WORK and all illustrations, brochures, schedules, performance charts, instructions, and diagrams to illustrate material or equipment for some portion of the WORK.

Subcontractor - An individual, partnership, corporation, joint-venture, or other legal entity having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman, or vendor.

WORK - The entire completed construction and the various separately identifiable parts required to be furnished under the Contract Documents. WORK is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

ARTICLE 2 -- PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS AND INSURANCE ENDORSEMENT CERTIFICATES. When the CONTRACTOR delivers the signed Agreement to the OWNER, the CONTRACTOR shall also deliver to the OWNER such insurance policies, endorsements and certificates as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

- 2.2 COPIES OF DOCUMENTS. The OWNER will furnish to the CONTRACTOR copies of the Contract Documents.
- 2.3 COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED. The Contract Times will start to run on the commencement date stated in the Notice to Proceed.
- 2.4 STARTING THE WORK.
- A. The CONTRACTOR shall begin to perform the WORK on the commencement date stated in the Notice to Proceed.
- B. Before undertaking each part of the WORK, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the OWNER any conflict, error, or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the OWNER before proceeding with any WORK affected thereby.
- 2.5 PREPROCUREMENT CONFERENCE. Contractor is required to attend a preprocurement conference. This conference will be attended by the OWNER'S REPRESENTATIVE and others as appropriate in order to discuss the WORK in accordance with the applicable procedures specified in the Contract Documents.

ARTICLE 3 -- INTENT AND USE OF CONTRACT DOCUMENTS

- 3.1 INTENT.
- A. The Contract Documents comprise the entire agreement between the OWNER and the CONTRACTOR concerning the WORK. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.
- B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe WORK, materials, or equipment such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in Article 1 of the General Conditions. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code shall be effective to change the duties and responsibilities of the OWNER, the CONTRACTOR, OWNER'S REPRESENTATIVE, or any of their consultants, agents, or employees from those set forth in the Contract Documents.
- C. If, during the performance of the WORK, Contractor discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the

performance of the WORK or of any such standard, specification, manual or code, CONTRACTOR shall report it to OWNER'S REPRESENTATIVE in writing at once, and CONTRACTOR shall not proceed with the WORK affected thereby (except in an emergency) until a clarification, field order or change order to the Contract Documents has been issued.

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Permits from other agencies as may be required by law
2. Change orders
3. Agreement
4. Addenda
5. Technical Specifications
6. Notice Inviting Bids
7. Instructions to Bidders
8. General Conditions
9. Contractor's Bid
10. Drawings

3.3 AMENDING CONTRACT DOCUMENTS. The Contract Documents may be amended to provide for additions, deletions, and revisions in the WORK or to modify the terms and conditions thereof by a Change Order.

ARTICLE 4 – BONDS AND INSURANCE

4.1 BONDS. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws, and shall be executed by sureties as are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies published in the U.S. Treasury Department's Circular 570. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. All such sureties shall be duly licensed or authorized to issue bonds for the limits so required in California. If the surety on any bond furnished by the CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business in California is terminated, the CONTRACTOR shall, within seven (7) days thereafter substitute another bond and surety which must satisfy the conditions of the Contract Documents and be acceptable to OWNER.

4.2 INSURANCE.

A. The CONTRACTOR shall procure and maintain in full force and effect the insurance required under this Paragraph 4.2, for the duration of the Agreement and until the WORK has been accepted by the OWNER, including all times following completion when the CONTRACTOR may be correcting, removing, or replacing defective WORK in accordance with Paragraph 14.4 CONTRACTOR's liabilities and responsibilities under the Contract Documents shall not be deemed limited in any way to the insurance coverage required by this Paragraph 4.2.

B. The CONTRACTOR shall procure and maintain the following insurance:

1. Commercial General Liability. Commercial general liability insurance for bodily injury (including death), personal injury, property damage, owned and non-owned equipment, blanket contractual liability, completed operations, explosion, collapse, underground excavation and removal of lateral support covering CONTRACTORs performance under this Agreement, which coverage shall be at least as broad as Insurance Services Office (ISO) Occurrence form CG 0001, and with a limit in an amount of not less than five million Dollars (\$ 5,000,000). If insurance with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the Project or location (with the ISO CG 2503, or ISO CG 2504, or insurers equivalent endorsement provided to the OWNER) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability. Automobile liability insurance for bodily injury (including death) and property damage which coverage shall be at least as broad as ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto), and with a limit in an amount of not less than Five Million Dollars (\$ 5,000,000) each accident.
 3. Workers' Compensation and Employers Liability Insurance. Workers' compensation insurance covering CONTRACTOR'S employees in performance under this Agreement in accordance with statutory requirements and employers liability insurance with limits of not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.
 4. Excess Umbrella Liability. If the CONTRACTOR's primary liability insurance coverage limits required by this paragraph 4.2B are insufficient, the CONTRACTOR may provide additional limits with an excess liability and/or umbrella liability insurance policy. This form of insurance will be acceptable only if the primary and excess liability and/or umbrella liability policy provides the required coverages.
- C. The insurance policies required in Paragraph 4.2B, shall contain or be endorsed to contain the following specific provisions:
1. The commercial general and automobile liability policies and excess umbrella liability policy, if any, shall contain, or be endorsed to contain the following provisions: (1) the OWNER, OWNER'S REPRESENTATIVE, their elected officials, directors, officers, consultants, subconsultants, agents, employees and volunteers shall be named as additional insureds; (2) CONTRACTOR's insurance shall be primary insurance as respects the additional insureds and any insurance, self-insurance or other coverage maintained by the additional insureds shall not contribute to it; (3) any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to the additional insureds; (4) the policies shall waive transfer rights of recovery (subrogation) against the additional insureds; (5) the insurance, subject to all its other terms and conditions, shall apply to the liability assumed by the CONTRACTOR under the Contract Documents; and (6) the CONTRACTORS insurance shall apply separately to each insured against

whom claim is made or suit is brought, except with respect to the limits of the insurers liability.

2. Each insurance policy shall state, or be endorsed to state, that coverage shall not be canceled, terminated, suspended, voided or reduced in coverage by the insurance carrier or the CONTRACTOR or allowed to expire, except after thirty (30) days (ten (10) days for non-payment of premium) prior written notice has been given to the OWNER.
 3. Any excess/umbrella liability policy shall contain, or be endorsed to contain, the following provisions: (1) following form coverage at least as broad as the primary policy; (2) a schedule of underlying insurance which matches the actual policy numbers and coverage limits in the actual underlying policies; and (3) a total underlying coverage limit plus excess/umbrella limit equal to or greater than the required coverage limit for each type of coverage.
 4. The automobile liability policy is to contain, or be endorsed to contain, the following provisions:
 - a. Pollution Liability – Broadened Coverage for Covered Autos using ISO Form CA 9948, or insurer’s equivalent.
 - b. Endorsement for Motor Carrier Policies of Insurance for Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980 – Form MCS 90.
- E. Any policy of insurance required by this Paragraph 4.2 shall be an “occurrences” policy.
- F. All insurance coverage, as initially provided and as modified or changed, shall be subject to reasonable approval by OWNER. Any deductible or self-insured retention must be declared to and approved by the OWNER, and at the option of the OWNER, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Prior to performance under this Agreement, and at any subsequent time upon request by OWNER, CONTRACTOR shall provide OWNER with Certificates of Insurance evidencing the above coverages. The CONTRACTOR shall, upon demand of the OWNER, deliver to the OWNER certified copies of such policy or policies of insurance and the receipts for payment of premiums. If any of the required coverages expire during the term of this Agreement, the CONTRACTOR shall deliver to OWNER such Certificates of Insurance and certified copies of any renewed or replacement policies as provided in this Paragraph 4.2F at least thirty (30) days prior to the expiration date.
- G. The above insurance coverage shall not limit the indemnification obligations of CONTRACTOR as provided below and the failure to maintain the required coverages shall constitute a material breach of this Agreement.
- H. All insurance required by this agreement shall be placed with insurers authorized by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A-:VII unless prior approval is secured from the OWNER as to the use of such insurer.

- I. The CONTRACTOR shall require all subcontractors to purchase and maintain the types of insurance as are required herein and in limits and amounts sufficient to protect the CONTRACTOR and "additional insureds" from claims arising out of the WORK of the subcontractor or by anyone directly or indirectly employed by them or by anyone for whose acts the subcontractor may be liable. The CONTRACTOR shall receive and maintain satisfactory evidence from such subcontractors that verifies that they are in compliance with this requirement. The CONTRACTOR shall continuously maintain such evidence and make it readily available for review by the OWNER and OWNER'S REPRESENTATIVE.

ARTICLE 5 -- CONTRACTOR'S RESPONSIBILITIES

- 5.1 SUPERVISION AND SUPERINTENDENCE. The CONTRACTOR shall be responsible for supervising and coordinating all aspects of pipe fabrication, quality control, and delivery in accordance with the Contract Documents. The CONTRACTOR shall designate a qualified project manager or representative who shall serve as the primary point of contact for the OWNER throughout the duration of the WORK. This representative shall be authorized to make decisions on behalf of the CONTRACTOR and shall be available by phone and email during normal business hours, and as reasonably necessary for any critical communications or delivery coordination.
- 5.2 MATERIALS, AND EQUIPMENT. All materials and equipment to be provided under this Contract shall be new and of good quality, unless otherwise specified in the Contract Documents. All warranties and guarantees required by the Specifications shall expressly run to the benefit of the OWNER. If required, the CONTRACTOR shall provide satisfactory evidence of the kind and quality of the materials, including applicable test results. Materials and equipment shall be handled, applied, and delivered in accordance with manufacturer instructions and applicable codes or standards, except as otherwise provided in the Contract Documents.
- 5.3 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS. The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of its Subcontractors, Suppliers, and their employees to the same extent as CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any Subcontractor and the OWNER nor relieve the CONTRACTOR of any liability or obligation under the Contract Documents. The CONTRACTOR shall include these General Conditions and the Supplementary General Conditions as a part of all its subcontract agreements.
- 5.4 PERMITS. The CONTRACTOR shall obtain and pay for all requisite permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this Contract shall not be made the basis for claims for additional compensation. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids. The CONTRACTOR shall pay all charges of utility owners for inspection or connections to the WORK.
- 5.5 PATENT FEES AND ROYALTIES. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process,

product, or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of the OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by the OWNER in the Contract Documents. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, their consultants, subconsultants, and the officers, directors, employees and agents of each and any of them from and against all claims, damages, losses, and expenses (including but not limited to, fees of engineers, architects, attorneys and other professionals, and court costs, including costs of appeal) arising directly, indirectly or consequentially out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

5.6 LAWS. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the OWNER. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the OWNER'S REPRESENTATIVE, their consultants, subconsultants, and their officers, directors, employees and agents of each and any of them against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals, and court costs, including costs of appeal) arising directly, indirectly, or consequentially from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees or Subcontractors. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local Laws. The CONTRACTOR shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the WORK. The CONTRACTOR shall be liable for all violations of the law in connection with WORK furnished by the CONTRACTOR. If the CONTRACTOR observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify the OWNER'S REPRESENTATIVE in writing and any necessary changes shall be made by written instruction or change order. If the CONTRACTOR performs any WORK knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to the OWNER, the CONTRACTOR shall bear all costs arising therefrom.

5.7 TAXES. The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the Laws of the place of the Project which are applicable during the performance of the WORK.

5.9 SAFETY AND PROTECTION.

A. The CONTRACTOR shall be solely responsible for maintaining appropriate safety precautions in connection with the fabrication, handling, and delivery of the materials procured under this Contract. This includes taking all reasonable steps to prevent damage, injury, or loss to: (1) Personnel involved in fabrication, handling, and delivery; (2) The WORK and materials during fabrication, storage, and transport; and (3) Other property affected during delivery, including public roads, adjacent property, and utilities.

- B. The CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations related to health and safety, including Cal/OSHA and DOT regulations, to the extent applicable to its off-site operations and delivery activities.
 - C. A designated safety representative shall be available to oversee safety compliance for fabrication and delivery activities. The requirement for a Certified Safety Professional (CSP) shall apply only if the CONTRACTOR performs on-site construction or installation work under this Contract.
 - D. Materials that contain hazardous substances or mixtures may be required on the WORK. A Material Safety Data Sheet shall be requested by the CONTRACTOR from the manufacturer of any hazardous product used.
 - E. Material usage shall be accomplished with strict adherence to OSHA safety requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.
 - F. The CONTRACTOR shall be responsible for coordinating any exchange or material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws.
 - G. The CONTRACTOR shall notify the OWNER if it considers a specified product or its intended usage to be unsafe. This notification must be given to the OWNER prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the WORK.
- 5.10 EMERGENCIES. In emergencies affecting the safety or protection of persons or the WORK, CONTRACTOR, without special instruction or authorization from OWNER is obligated to immediately act to prevent threatened damage, injury, or loss. CONTRACTOR shall give OWNER'S REPRESENTATIVE prompt written notice if CONTRACTOR believes that any significant changes in the WORK or variations from the Contract Documents have been caused thereby. If OWNER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Order will be issued to document the consequences of such action.
- 5.11 CONTINUING THE WORK. The CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the OWNER. No WORK shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the OWNER may otherwise agree in writing.
- 5.12 INDEMNIFICATION.
- A. CONTRACTOR shall defend, indemnify, protect and hold the OWNER, OWNER'S REPRESENTATIVE, and their agents, consultants, officers, elected officials, directors and employees harmless from and against any and all liabilities, claims, costs, expenses, losses, damages and fees established, asserted, or incurred which arise out of, relate to or result from the WORK, the Agreement, the Contract Documents and any and all documents prepared or services performed in connection with the WORK, as well as the failure, neglect, or refusal of CONTRACTOR or its subcontractors,

subconsultants, agents, officers or employees to perform the WORK or any other obligations of CONTRACTOR under the Contract Documents unless arising from OWNER's established sole active negligence or willful misconduct. This indemnification shall include, but not be limited to, the costs, expenses and damages incurred by the OWNER and OWNER'S REPRESENTATIVE to defend any and all such claims, stop notices or lawsuits, to which OWNER or OWNER'S REPRESENTATIVE is made a party. Such indemnification by the CONTRACTOR shall include, but not be limited to, the following:

1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, subcontractors and suppliers, or their employees, or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, subcontractors and suppliers, or their employees, or agents;
 2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR's, Subcontractor's, or Supplier's own employees engaged in the WORK resulting in actions brought by or on behalf of such employees against the OWNER and/or OWNER'S REPRESENTATIVE;
 3. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the CONTRACTOR, subcontractors, suppliers, or their employees, or agents;
 4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, subcontractors, suppliers, or their employees, or agents in the performance of this Contract of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Contract;
 5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the OWNER or any other parties by the CONTRACTOR, subcontractors, suppliers, or their employees, or agents;
 6. Liability or claims arising directly or indirectly from the willful misconduct of the CONTRACTOR, subcontractors, suppliers, or their employees, or agents; and
 7. Liability or claims arising directly or indirectly from any breach of the obligations assumed herein by the CONTRACTOR.
- B. The CONTRACTOR shall reimburse the OWNER and the OWNER'S REPRESENTATIVE for all costs and expenses, (including but not limited to fees and charges of engineers, attorneys, and other professionals and court costs including all costs of appeals) incurred by said OWNER and OWNER'S REPRESENTATIVE, in enforcing the provisions of this Paragraph.
- B. The indemnification obligation under this Paragraph shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable

by or for the CONTRACTOR or any such Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. CONTRACTOR shall defend, at CONTRACTOR 's own cost, expense and risk, any and all suits, actions, or other legal proceedings of every kind that may be brought or instituted against OWNER or its consultants, subconsultants, directors, officers, employees, agents or volunteers.
- D. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against OWNER or its consultants, subconsultants, directors, officers, employees, agents or volunteers, in any and all suits, actions, or other legal proceedings.
- F. CONTRACTOR'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the OWNER, or its consultants, subconsultants, directors, officers, employees, agents or volunteers.

ARTICLE 6 – OWNER'S REPRESENTATIVE'S STATUS DURING CONSTRUCTION

- 6.1 OWNER's REPRESENTATIVE. The OWNER will designate a representative to act on its behalf in the administration of this Contract. The OWNER's Representative shall have authority to: (i) review and respond to CONTRACTOR submittals, including shop drawings and product data; (ii) issue written communications, approvals, and clarifications related to the Contract Documents; (iii) coordinate with the CONTRACTOR regarding delivery, inspection, and acceptance of materials; and (iv) otherwise act as the OWNER's liaison for matters related to performance of the WORK. The OWNER's Representative shall not be responsible for, and shall not have authority to direct, supervise, or control the CONTRACTOR's means, methods, or procedures of performance.
- 6.4 CLARIFICATIONS AND INTERPRETATIONS. The OWNER's Representative will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as the OWNER's Representative may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

ARTICLE 7 -- CHANGES

- 7.1 CHANGE ORDERS. Any change to the scope of work, contract price, or delivery schedule must be made by a written Change Order signed by both OWNER and CONTRACTOR. No other form of authorization shall be valid.
- 7.2 REQUESTS FOR CHANGES. If CONTRACTOR believes that any change affects the contract price or delivery schedule, CONTRACTOR shall promptly notify OWNER in writing with a description of the proposed change and its anticipated impact.
- 7.3 ADJUSTMENTS. Adjustments in contract price or delivery schedule resulting from changes shall be agreed upon in writing before the change is implemented. If the parties cannot agree, no change shall be made without OWNER's express written consent.
- 7.4 NO WAIVER. The OWNER's failure to immediately respond to a notice of change shall not be construed as acceptance or waiver of OWNER's rights.

ARTICLE 8 - CONTRACTOR SUBMITTALS

- 8.1 GENERAL. Wherever submittals are required under the Contract Documents, all such submittals by the CONTRACTOR shall be submitted to the OWNER'S REPRESENTATIVE. The CONTRACTOR shall provide all other submittals required in the Contract Documents including certificates of compliance, manufacturers' certificates of proper installation and operation, sample test report forms, test reports, welding procedures prequalifications, welder qualifications, reports, and all other required submittals.

ARTICLE 9 -- PAYMENTS TO CONTRACTOR AND COMPLETION

- 9.1 PAYMENT MILESTONES. Payments to CONTRACTOR shall be made upon OWNER's acceptance of milestones as set forth in the Contract Documents and technical specifications.
- 9.2 APPLICATION FOR PAYMENT. CONTRACTOR shall submit an invoice upon completion and OWNER acceptance of each milestone. Invoices shall be accompanied by any required supporting documentation as specified in the Contract Documents. OWNER shall make payment within the timeframe agreed upon, subject to verification and approval.
- 9.3 PAYMENT CONDITIONS. OWNER may withhold payment, in whole or in part, to protect OWNER from loss due to: (a) Defective work or materials not remedied; (b) Failure to comply with Contract Documents; (c) Claims or liens filed against the work; and/or (d) Any other justifiable cause affecting satisfactory performance or completion
- 9.4 WARRANTY OF TITLE. CONTRACTOR warrants that all work, materials, and equipment delivered and paid for shall be free and clear of all liens or encumbrances at the time of payment.
- 9.5 FINAL PAYMENT. Final payment will be made after CONTRACTOR completes all work, submits required closeout documents, and OWNER accepts the work. Final payment is subject to deduction of any amounts owed OWNER for damages, claims, or unresolved issues.
- 9.6 CONTINUING OBLIGATIONS. Neither payment nor acceptance of work shall relieve CONTRACTOR from responsibility to perform all work in accordance with the Contract Documents.

ARTICLE 10 -- SUSPENSION OF WORK AND TERMINATION

- 10.1 SUSPENSION OF WORK BY OWNER. The OWNER, may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR. The CONTRACTOR shall resume the WORK on receipt from the OWNER of a notice of resumption of WORK. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an approved claim therefor as provided herein.
- 10.2 TERMINATION OF AGREEMENT BY OWNER (CONTRACTOR DEFAULT). In the event of default by CONTRACTOR (including but not limited to bankruptcy, failure to perform, violation of contract terms, or failure to maintain progress), OWNER may provide CONTRACTOR written notice of intent to terminate, allowing five (5) days to cure. If CONTRACTOR fails to

cure within that time, OWNER may terminate the Agreement immediately and procure replacement services. OWNER may deduct from any amounts due to CONTRACTOR the costs incurred in obtaining such replacement. If such costs exceed amounts payable, CONTRACTOR shall pay OWNER the difference.

10.3 TERMINATION OF AGREEMENT BY OWNER (FOR CONVENIENCE).

- A. The OWNER may terminate the Agreement at any time if it is found that reasons beyond the control of either the OWNER or CONTRACTOR make it impossible or against the OWNER's interests to complete the WORK. In such a case, the CONTRACTOR shall have no claims against the OWNER except for the value of WORK performed up to the date the Agreement is terminated and for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated, which would be needed in the WORK and which meet the requirements of the Contract Documents.
- B. The value of WORK performed and the cost of materials and equipment delivered to the site, as mentioned above, will be determined by the OWNER as set forth herein.

10.4 TERMINATION OF AGREEMENT BY CONTRACTOR.

- A. The CONTRACTOR may terminate the Agreement upon ten (10) days written notice to the OWNER, whenever:
 - 1. The WORK has been suspended under these General Conditions for more than ninety (90) consecutive days through no fault or negligence of the CONTRACTOR, and notice to resume WORK or to terminate the Agreement has not been received from the OWNER within this time period; or
 - 2. The OWNER should fail to pay the CONTRACTOR any monies due him in accordance with the terms of the Contract Documents and within sixty (60) days after presentation to the OWNER by the CONTRACTOR of a request therefor, unless within said ten (10) day period the OWNER shall have remedied the condition upon which the payment delay was based.
- B. In the event of such termination, the CONTRACTOR shall have no claims against the OWNER except for those claims specifically enumerated in Paragraph 10.3, and as determined in accordance with the requirements of such paragraph.

ARTICLE 11 -- STATUTORY REQUIREMENTS

11.1 WORKERS' COMPENSATION.

- A. In accordance with the provisions of Section 3700 of the California Labor Code, the CONTRACTOR shall secure the payment of compensation to his employees.
- B. Prior to beginning WORK under the Contract, the CONTRACTOR shall sign and file with the OWNER the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to

undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the WORK of this Contract."

- C. Notwithstanding the foregoing provisions, before the Contract is executed on behalf of the OWNER, a Bidder to whom a contract has been awarded shall furnish satisfactory evidence that it has secured in the manner required and provided by law the payment of workers' compensation.

11.2 TIMELY PROGRESS PAYMENTS; INTEREST; PAYMENT REQUESTS.

- A. If the OWNER fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from the CONTRACTOR, the OWNER shall pay interest to the CONTRACTOR equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- B. Upon receipt of a payment request, the OWNER shall act in accordance with both of the following:
 - 1. Each payment request shall be reviewed by the OWNER as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
 - 2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the CONTRACTOR as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- C. The number of days available to the OWNER to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the OWNER exceeds the seven-day requirement set forth above.
- D. For purposes of this paragraph:
 - 1. A "progress payment" includes all payments due the CONTRACTOR, except that portion of the final payment designated by the contract as retention earnings.
 - 2. A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the OWNER.

ARTICLE 12 – MISCELLANEOUS

- 12.1 GIVING NOTICE. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given 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 or certified mail, postage prepaid, to the last business address known to the giver of the notice.

- 12.2 TITLE TO MATERIALS FOUND ON THE WORK. The OWNER reserves the right to retain title to all materials developed and obtained in connection with the WORK. Unless otherwise specified in the Contract Documents, neither the CONTRACTOR nor any Subcontractor shall have any right, title, or interest in or to any such materials. The CONTRACTOR will be permitted to use in the WORK, without charge, any such materials which meet the requirements of the Contract Documents.
- 12.3 RIGHT TO AUDIT. If the CONTRACTOR submits a claim to the OWNER for additional compensation, the OWNER shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plans, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect shall be exercisable through such representatives as the OWNER deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the OWNER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the OWNER.
- 12.4 SEVERABILITY. If any term, provision, covenant or condition of the Contract Documents shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of the Contract Documents shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the parties to the extent possible to carry out the intentions and directives set forth in this Agreement.
- 12.5 WAIVER. The waiver of any breach of any provision of the Contract Documents by any party shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 12.6 SUCCESSORS AND ASSIGNS. The Contract Documents shall be binding on and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
- 12.7 ASSIGNMENT. CONTRACTOR shall not have the right to assign any of its rights or delegate any of its obligations or duties under the Contract Documents without the expressed written consent of OWNER.
- 12.8 CONTROLLING LAW. The Contract Documents shall be construed in accordance with and governed by the laws of the State of California with venue proper only in the City and County of Santa Barbara, State of California.

- END OF SECTION -

TECHNICAL SPECIFICATIONS LIQUID ALUMINUM SULFATE

This contract is for the furnishing and delivery of Liquid Aluminum Sulfate to be used in the treatment of potable water at the Polonio Pass Water Treatment Plant, located at 5250 Antelope Road and Highway 46, Shandon, California 93461.

The duration of this contract will be from May 16, 2026 to June 30, 2027 with the possibility of up to two extensions of one year each. The decision to grant an extension will be based on past performance and chemical cost during the extension period. Extension periods will have a 12-month duration and be on a fiscal year basis, commencing on July 1 and ending on June 30.

Liquid Aluminum Sulfate supplied under this contract shall conform to the applicable portions of the American Water Works Association Standard B403-16 or current revision – Aluminum Sulfate – Liquid, Ground, or Lump. The CONTRACTOR shall submit a certificate of analysis with specifications for each delivery.

A grab sample from each delivering container (minimum size 500 mL) will be collected and presented to the Plant Operator for approval before off-loading. OWNER will accept the sample from the driver collected at the originating loading facility but it is at OWNER's discretion to resample the tank prior to unloading if we deem necessary.

Liquid Aluminum Sulfate supplied under this contract shall be suitable for use in potable water and be ANSI/NSF Standard 60 certified. Proof of certification must be provided with the bid and with each delivery.

The most recent five (5) year annual average of Liquid Aluminum Sulfate delivered to the Polonio Pass Water Treatment Plant is approximately 700 dry tons. Exact quantities will depend on raw water quality and plant requirements.

Deliveries will be made in shipments of 4,000 gallons or more. CONTRACTOR will make deliveries within five (5) working days of ordering. Deliveries will be made in self-unloading, dedicated containers and must comply with all applicable Interstate Commerce Commission regulations. All tank trucks shall be rinsed and drained prior to the loading of product and records of the cleaning delivered with the bill of lading. Tank trucks shall be carefully inspected by the CONTRACTOR to insure freedom from contaminating material prior to loading of the chemical.

Washout documentation will be waived if:

- Documentation is provided that indicates the tank is dedicated to the product to be delivered and
- Documentation stating that the previous load contained the same specified chemical to be delivered.

Deliveries will be accepted at the Polonio Pass Water Treatment Plant at 5250 Antelope Road and Highway 46, Shandon, CA 93461 between the hours of 7:00 AM and 3:00 PM, Monday through Friday, except holidays.

Each cargo trailer transfer hose coupling, man ways and/or hatches shall be sealed and include a security tag number after each trailer has been loaded and is ready for shipment to the Polonio Pass WTP. The security tag(s) number(s) shall be included in the delivery notification to the Polonio

Pass WTP. Once each delivery is made, the tag number shall be checked to assure the shipment has not been tampered with.

CONTRACTOR is required to make delivery notification to OWNER through facsimile prior to leaving the originating loading facility. The delivery notification must include the following information:

- Bill of Lading Number,
- Driver's first and last name
- Drivers company Identification Numbers,
- Truck and Trailer Identification Numbers,
- Seal Numbers

OWNER will verify this information through checking the driver's license, Company Identification (if employee photograph is included) or Transportation Worker Identification Credential (TWIC card), shipping papers and through onsite delivery vehicle inspection.

Personnel making deliveries must check in with the Plant Operator BEFORE proceeding to the chemical storage area. All delivery personnel shall carry and wear appropriate personal protective gear during off-loading. The CONTRACTOR shall be required to clean up any spillage occurring during delivery.

TECHNICAL SPECIFICATIONS LIQUID CHLORINE

This contract is for the furnishing and delivery of Liquid Chlorine to be used in the treatment of potable water at the Polonio Pass Water Treatment Plant, located at 5250 Antelope Road and Highway 46, Shandon, California 93461.

The duration of this contract will be from May 16, 2026 to June 30, 2027 with the possibility of up to two extensions of one year each. The decision to grant an extension will be based on past performance and chemical cost during the extension period. Extension periods will have a 12-month duration and be on a fiscal year basis, commencing on July 1 and ending on June 30.

Liquid chlorine supplied under this contract shall conform to the chemical requirements listed below, and to all other applicable portions of the American Water Works Association Standard B301-18 or current revision for Liquid Chlorine. CONTRACTOR is required to either supply an affidavit stating that the liquid chlorine complies with all applicable requirements this standard, or furnish certified analyses of the liquid chlorine at the time of delivery. (Note: testing for carbon tetrachloride is only necessary if a carbon tetrachloride tail gas scrubbing system is used in the chlorine production unit, or if it is used as a diluent for nitrogen trichloride).

Purity	≥ 99.5 percent
Moisture	≤ 150 ppm
Sum of Heavy Metals	≤ 30 ppm (measured as lead)
Lead	≤ 10 ppm
Mercury	≤ 1 ppm
Arsenic	≤ 3 ppm
Nonvolatile residue	≤ 150 ppm
Carbon tetrachloride	≤ 100 ppm
Trihalomethane	≤ 300 ppm

Deliveries not meeting the above specifications will be rejected and must be removed and replaced at no additional expense to OWNER.

Liquid Chlorine supplied under this contract shall be suitable for use in potable water and be ANSI/NSF Standard 60 certified. Proof of certification must be provided with the bid and with each delivery.

The most recent five (5) year annual average of Liquid Chlorine delivered to the Polonio Pass Water Treatment Plant is approximately 110 tons. Exact quantities will depend on raw water quality and plant requirements

Deliveries will be made in shipments of eight each one-ton cylinders or more. CONTRACTOR will make deliveries within five (5) working days of ordering. Deliveries must comply with all applicable Interstate Commerce Commission regulations.

Deliveries will be accepted at the Polonio Pass Water Treatment Plant at 5250 Antelope Road and Highway 46, Shandon, CA 93461 between the hours of 7:00 AM and 3:00 PM, Monday through Friday, except holidays.

CONTRACTOR is required to make delivery notification to OWNER through facsimile prior to leaving the originating loading facility. The delivery notification must include the following information:

- Bill of Lading Number
- Driver's first and last name
- Drivers company Identification Numbers
- Truck and Trailer Identification Numbers

OWNER will verify this information through checking the driver's license, Company Identification (if employee photograph is included) or Transportation Worker Identification Credential (TWIC card), shipping papers and through onsite delivery vehicle inspection.

Personnel making deliveries must check in with the Plant Operator BEFORE proceeding to the chemical storage area. All delivery personnel shall carry and wear appropriate personal protective gear during off-loading. CONTRACTOR shall be required to clean up any spillage occurring during delivery.

TECHNICAL SPECIFICATIONS SODIUM HYDROXIDE 50%

This contract is for the furnishing and delivery of fifty percent (50%) Sodium Hydroxide (also known as Caustic Soda) to be used in the treatment of potable water at the Polonio Pass Water Treatment Plant located in San Luis Obispo County, California 93461.

The duration of this contract will be from May 16, 2026 to June 30, 2027 with the possibility of up to two extensions of one year each. The decision to grant an extension will be based upon past performance and chemical cost during the extension period. Extension periods will have a 12-month duration and be on a fiscal year basis, commencing on July 1 and ending on June 30.

Sodium Hydroxide supplied under this contract shall conform to all applicable portions of the American Water Works Association Standard Specifications, B501-19 or current revision for Liquid Form of Fifty Percent (50%) concentration of Sodium Hydroxide (NaOH). The Contractor shall submit a certificate of analysis with specifications for each delivery.

A grab sample from each delivering container (minimum size 500 mL) will be collected and presented to the Plant Operator for approval before off loading. OWNER will accept the sample from the driver collected at the originating loading facility but it is at OWNER'S discretion to resample the tank prior to unloading if we deem necessary.

Sodium Hydroxide supplied under this contract shall be suitable for use in potable water and be ANSI/NSF Standard 60 certified. Proof of certification must be provided with the bid and with each delivery.

The most recent five (5) year annual average of Sodium Hydroxide (50%) delivered to the Polonio Pass Water Treatment Plant is approximately 315 dry tons. Exact quantities will depend on raw water quantity and plant requirements.

Deliveries will be made in shipments of 4,000 gallons or more. CONTRACTOR will make deliveries within five (5) working days of ordering by the OWNER. Deliveries will be made in self-unloading, dedicated containers and must comply with all applicable Interstate Commerce Commission regulations. All tank trucks shall be rinsed and drained prior to the loading of product and records of the cleaning delivered with the bill of lading. Tank trucks shall be carefully inspected by the CONTRACTOR to insure freedom from contaminating material prior to loading of the chemical.

Washout documentation will be waived if:

- Documentation is provided that indicates the tank is dedicated to the product to be delivered and
- Documentation stating that the previous load contained the same specified chemical to be delivered.

Deliveries will be accepted at the Polonio Pass Water Treatment Plant at 5250 Antelope Road and Highway 46, Shandon, CA 93461 between the hours of 7:00 AM and 3:00 PM, Monday through Friday, except holidays.

Each cargo trailer transfer hose coupling, man ways and/or hatches shall be sealed and include a security tag number after each trailer has been loaded and is ready for shipment to the Polonio Pass WTP. The security tag(s) number(s) shall be included in the delivery notification to the Polonio

Pass WTP. Once each delivery is made, the tag number shall be checked to assure the shipment has not been tampered with.

CONTRACTOR is required to make delivery notification to OWNER through facsimile prior to leaving the originating loading facility. The delivery notification must include the following information:

- Bill of Lading Number,
- Driver's first and last name
- Drivers company Identification Numbers,
- Truck and Trailer Identification Numbers,
- Seal Numbers

OWNER will verify this information through checking the driver's license, Company Identification (if employee photograph is included) or Transportation Worker Identification Credential (TWIC card), shipping papers and through onsite delivery vehicle inspection.

Personnel making deliveries must check in with the Plant Operator BEFORE proceeding to the chemical storage area. All delivery personnel shall carry and wear appropriate personal protective gear during off-loading. CONTRACTOR shall be required to clean up any spillage occurring during delivery

**TECHNICAL SPECIFICATIONS
AMMONIUM HYDROXIDE 19%
(Aqua Ammonia)**

This contract is for the furnishing and delivery of nineteen percent (19%) Ammonium Hydroxide (Aqua Ammonia) to be used in the treatment of potable water at the Polonio Pass Water Treatment Plant located at 5250 Antelope Road and Highway 46 East, Shandon, California 93461.

The duration of this contract will be from May 16, 2026 to June 30, 2027 with the possibility of up to two extensions of one year each. The decision to grant an extension will be based upon past performance and chemical cost during the extension period. Extension periods will have a 12-month duration and be on a fiscal year basis, commencing on July 1 and ending on June 30.

Ammonium Hydroxide supplied under this contract shall conform to all applicable portions of the American Water Works Association Standard Specifications, B306-15 or current revision for 19% Ammonium Hydroxide (Aqua Ammonia). CONTRACTOR shall submit a certificate of analysis with specifications for each delivery.

A grab sample from each delivering container (minimum size 500 mL) will be collected and presented to the Plant Operator for approval before off-loading. OWNER will accept the sample from the driver collected at the originating loading facility but it is at OWNER'S discretion to resample the tank prior to unloading if we deem necessary.

Ammonium Hydroxide supplied under this contract shall be suitable for use in potable water and be ANSI/NSF Standard 60 certified. Proof of certification must be provided with the bid and with each delivery.

The most recent five (5) year annual average of Ammonium Hydroxide delivered to the Polonio Pass Water Treatment Plant is approximately 20 dry tons. Exact quantities will depend on raw water quality and plant requirements

Throughout the contract period deliveries will be made in shipments of 4000 gallons each. CONTRACTOR will make deliveries within five (5) working days of ordering. Deliveries will be made in self-unloading dedicated containers and must comply with all applicable Interstate Commerce Commission regulations. The product will be unloaded with a transfer pump and hoses supplied by the CONTRACTOR. During the unloading process a closed loop system will be used to contain the off gas from the bulk tank and will be returned back to the CONTRACTOR'S delivery tank. All tank trucks shall be rinsed and drained prior to the loading of product and records of the cleaning delivered with the bill of lading. Tank trucks shall be carefully inspected by the CONTRACTOR to insure freedom from contaminating material prior to loading of the chemical.

Washout documentation will be waived if:

- Documentation is provided that indicates the tank is dedicated to the product to be delivered and
- Documentation stating that the previous load contained the same specified chemical to be delivered.

Deliveries will be accepted at the Polonio Pass Water Treatment Plant at 5250 Antelope Road and Highway 46 East, Shandon, California 93461, between the hours of 7:00AM and 3:00PM, Monday through Friday, except holidays.

Each cargo trailer transfer hose coupling, man ways and/or hatches shall be sealed and include a security tag number after each trailer has been loaded and is ready for shipment to the Polonio Pass WTP. The security tag(s) number(s) shall be included in the delivery notification to the Polonio Pass WTP. Once each delivery is made, the tag number shall be checked to assure the shipment has not been tampered with.

CONTRACTOR is required to make delivery notification to CCWA through facsimile prior to leaving the originating loading facility. The delivery notification must include the following information:

- Bill of Lading Number,
- Driver's first and last name
- Drivers company Identification Numbers,
- Truck and Trailer Identification Numbers,
- Seal Numbers

OWNER will verify this information through checking the driver's license, Company Identification (if employee photograph is included) or Transportation Worker Identification Credential (TWIC card), shipping papers and through onsite delivery vehicle inspection.

Personnel making deliveries must check in with the Plant Operator BEFORE proceeding to the chemical storage area. All delivery personnel shall carry and wear appropriate personal protective gear during off-loading. CONTRACTOR shall be required to clean up any spillage occurring during delivery.

TECHNICAL SPECIFICATIONS SODIUM BISULFITE 25%

This contract is for the furnishing and delivery of twenty-five percent (25%) Sodium Bisulfite to be used in the treatment of potable water at the at the Santa Ynez Pumping Facility located in Santa Barbara County, California

The duration of this contract will be from May 16, 2026 to June 30, 2027 with the possibility of up to two extensions of one year each. The decision to grant an extension will be based upon past performance and chemical cost during the extension period. Extension periods will have a 12-month duration and be on a fiscal year basis, commencing on July 1 and ending on June 30.

Sodium Bisulfite supplied under this contract shall be food grade, suitable for use in potable water and be ANSI/NSF Standard 60 certified. Proof of certification must be provided with the bid and with each delivery.

A grab sample from each delivering container (minimum size 500 mL) will be collected and presented to the Plant Operator for approval before off loading. CONTRACTOR shall submit a certificate of analysis with specifications for each delivery. OWNER will accept the sample from the driver collected at the originating loading facility but it is at OWNER'S discretion to resample the tank prior to unloading if we deem necessary.

Twenty-five percent (25%) Sodium Bisulfite requested in this contract is:

The most recent five (5) year annual average of 25% Sodium Bisulfite delivered to the Santa Ynez Pumping Facility is 22,000 gallons/per year. Exact quantities will depend on water quantity and treatment requirements.

Deliveries will be made in shipments of approximately 2,700 gallons or more. CONTRACTOR will make deliveries within five (5) working days of ordering by the OWNER. Deliveries will be made in self-unloading, dedicated containers and must comply with all applicable Interstate Commerce Commission regulations. All tank trucks shall be rinsed and drained prior to the loading of product and records of the cleaning delivered with the bill of lading. Tank trucks shall be carefully inspected by CONTRACTOR to insure freedom from contaminating material prior to loading of the chemical.

Washout documentation will be waived if:

- Documentation is provided that indicates the tank is dedicated to the product to be delivered and
- Documentation stating that the previous load contained the same specified chemical to be delivered.

Deliveries will be accepted at the Santa Ynez Pumping Facility located at 2800 Mesa Verde Road, Santa Ynez, California 93460 between the hours of 8:00AM and 4:00PM, Monday through Friday except holidays.

Personnel making deliveries must call the Central Coast Water Authority at (805) 245-7054 before deliveries are made to insure that OWNER is available to open the gates and assist in making the delivery.

CONTRACTOR is required to make delivery notification to OWNER through facsimile prior to leaving the originating loading facility. The delivery notification must include the following information:

- Bill of Lading Number,
- Driver's first and last name
- Drivers company Identification Numbers,
- Truck and Trailer Identification Numbers,

OWNER will verify this information through checking the driver's license, Company Identification (if employee photograph is included) or Transportation Worker Identification Credential (TWIC card), shipping papers and through onsite delivery vehicle inspection.

All delivery personnel shall carry and wear appropriate personal protective gear during off-loading. CONTRACTOR shall be required to clean up any spillage occurring during delivery.

TECHNICAL SPECIFICATIONS SODIUM HYPOCHLORITE 12.5% (minimum)

This contract is for the furnishing and delivery of twelve and one half percent (12.5% minimum) Sodium Hypochlorite to be used in the treatment of potable water at either the Tank-5 and Tank-7 water storage facilities located in Santa Barbara County, California

The duration of this contract will be from May 16, 2026 to June 30, 2027 with the possibility of up to two extensions of one year each. The decision to grant an extension will be based upon past performance and chemical cost during the extension period. Extension periods will have a 12-month duration and be on a fiscal year basis, commencing on July 1 and ending on June 30.

Sodium Hypochlorite supplied under this contract shall conform to all applicable portions of the American Water Works Association Standard Specifications, B300-18 or current revision for Sodium Hypochlorite. CONTRACTOR shall submit a certificate of analysis with specifications for each delivery.

A grab sample from each delivering container (minimum size 500 mL) will be collected and presented to the Plant Operator for approval before off loading. OWNER will accept the sample from the driver collected at the originating loading facility but it is at OWNER'S discretion to resample the tank prior to unloading if we deem necessary.

Sodium Hypochlorite supplied under this contract shall be suitable for use in potable water and be ANSI/NSF Standard 60 certified. Proof of certification must be provided with the bid and with each delivery.

Delivery of the 12.5% Sodium Hypochlorite will be made in quantities typically between 200 and 300 gallons each. Deliveries to Tank 5 and 7 may or may not be required on the same day.

The most recent five (5) year annual average is approximately 6700 gallons of 12.5% Sodium Hypochlorite was delivered to the **Tank-5** (approximately 20 deliveries @ 280 gallons each delivery). Exact quantities will depend on water quantity and treatment requirements.

The most recent five (5) year annual average is approximately 3,000 gallons of 12.5% Sodium Hypochlorite was delivered to the **Tank-7** (approximately 10 deliveries @ 275 gallons each delivery). Exact quantities will depend on water quantity and treatment requirements.

CONTRACTOR will make deliveries within five (5) working days of ordering by the OWNER. Deliveries will be made in self-unloading, dedicated containers and must comply with all applicable Interstate Commerce Commission regulations. All tank trucks shall be rinsed and drained prior to the loading of product and records of the cleaning delivered with the bill of lading. Tank trucks shall be carefully inspected by the CONTRACTOR to insure freedom from contaminating material prior to loading of the chemical.

Washout documentation will be waived if:

- Documentation is provided that indicates the tank is dedicated to the product to be delivered and
- Documentation stating that the previous load contained the same specified chemical to be delivered.

Deliveries will be accepted at the Tank-5 Facility located at Thomas Guide page 345 D11 (West Lompoc Casmalia Road and Bishop Road) and or the Tank-7 Facility located at 7631 E. Highway 246 Lompoc CA 93463 between the hours of 8:00AM and 4:00PM, Monday through Friday except holidays.

Personnel making deliveries must call the Central Coast Water Authority at (805) 245-7054 before deliveries are made to insure that OWNER is available to open the gates and assist in making the delivery.

CONTRACTOR is required to make delivery notification to OWNER through facsimile prior to leaving the originating loading facility. The delivery notification must include the following information:

- Bill of Lading Number,
- Driver's first and last name
- Drivers company Identification Numbers,
- Truck and Trailer Identification Numbers,

OWNER will verify this information through checking the driver's license, Company Identification (if employee photograph is included) or Transportation Worker Identification Credential (TWIC card), shipping papers and through onsite delivery vehicle inspection.

All delivery personnel shall carry and wear appropriate personal protective gear during off-loading. CONTRACTOR shall be required to clean up any spillage occurring during delivery