

BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT

BCPUD BOX 390 270 ELM ROAD BOLINAS CALIFORNIA 94924 415 868 1224



Agreement between the Bolinas Community Public Utility District (“BCPUD”) and Weeks Drilling and Pump Co. (“Contractor”) for Installation of Pump and associated work at 31 Wharf.

Some of the important terms of this agreement are attached hereto as **Exhibit B**. For your protection, make sure that you read and understand all provisions before signing. The terms on **Exhibit B** are incorporated in this document and will constitute a part of the agreement between the parties when signed.

To:	Weeks Drilling & Pump Co. 6100 Highway 12, Sebastopol, CA 95473	Date:	February 6, 2025
Agreement No. 2025-02			

The undersigned Contractor offers to furnish the following services to the BCPUD: Installation of pump in the well located at 31 Wharf Road and associated work, as defined in the attached **Service Proposal (Exhibit A)**, furnished by the Contractor and hereto, subject to the terms and conditions set forth in the attached **Exhibit B**.

Estimated Flat Billing \$:	\$29, 250.00
Start date:	TBD
Completion date:	TBD

Instructions: Sign and return original. Upon acceptance by the Bolinas Community Public Utility District, a copy will be signed by its General Manager (or another authorized representative) and promptly returned to you.

Acceptance Signature Field			
District:	BCPUD	Contractor:	Weeks Drilling & Pump Co.
By:	Georgia Woods	By:	Brandon Burgess
Signature:		Signature:	
Title:	General Manager	Title:	
Date:		Date:	



6100 Highway 12 / P.O. Box 176,
 Sebastopol, CA 95473
 Contractor's License: 177681

To ALLAN RICHARDS
 STETSON ENGINEERS INC

Exhibit A: Service Proposal

QUOTE #	WDPQ5180
DATE	Feb 6, 2025
Salesperson	Brandon Burgess



Independently Rated
 Highest in Quality

Site: 31 Wharf Road
 Bolinas, CA

APN:

Phone: 415-457-0701

Email: allanr@stetsonengineers.com

Scope of Work:

1. Install a 6'x6'x6" concrete slab around the well head per state standards.
2. Install dual post backboard with load center and switch gear at the well head.
3. Install a 40gpm rated stainless steel submersible well pump system with variable speed controller, water meter, full flow discharge, sample tap, and shut off valve.
4. Run well on generator to calibrate.

Notes / Assumptions:

- a. No power on site.
- b. Water displacement to be on the ground near the well head.

Excluded (see General Exclusions on Page Two):

- Any work not mentioned above.

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Well Pump System, Installed		
This estimate will be billed: Flat Bid		SUBTOTAL	\$29,250.00
		SALES TAX	\$0.00
		TOTAL	\$29,250.00

Notes

Important Notice:

Please contact me if I can be of further assistance.

To accept this quotation, sign here and return: _____

Print Name: _____ Email: _____

Salesperson Signature: _____ Phone: _____

Estimate & Contract Terms and Conditions

Flat Bid Contract: If Page One of this contract is marked "Flat Bid (Not Approximate)" then the full amount of the contract is as shown on Page One. This amount may be increased or decreased only by Change Orders.

Time and Materials Contract: If Page One of this contract is marked "Time and Materials (Approximate)" then the contract amount shown on Page One is an estimate. The final amount billed for the work will be based upon unit prices which shall be adjusted to reflect the actual in-place or as-used quantities.

Offer Duration: This offer is valid for 7 days.

Damage Waiver: The proposed work carries risk of damage to existing equipment or facilities, including loss of water supply. We will use our best efforts to minimize any such risk, but we do not warrant that damage will not occur. Except for damage caused by gross negligence, we do not accept responsibility for damage or losses resulting from this work.

Materials Escalation Clause

Owner understands and agrees that this Contract price has been figured at current local costs of labor, materials, sub or specialty contractor and other costs. If, during the performance of this contract, the price of materials significantly increases through no fault of Weeks Drilling and Pump Co., or if this job cannot be started within 30 days from the date thereon for whatever reasonable reason, Weeks Drilling and Pump Co. at its option shall be entitled to a change order increasing the contract price to include any such increases incurred.

General Exclusions from this Contract:

1. Permits and permit fees, insurance certificates, bonding fees.
2. Winterization of uncompleted work.
3. Seeding or erosion control work

General Conditions of this Contract:

1. All trenching and excavation work will be free of any man made obstructions, including underground utilities. All existing utilities will be located and marked in the field prior to us starting our work.
2. Should the owner, Owner's Agent, public body, or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Payment Terms: You agree to pay a deposit of 10% of the contract amount (or the estimated price) shown on Page One or \$1000, whichever is less, upon notification that we are ready to commence work. You agree to pay for the work immediately upon completion. If the work takes longer than 30 days, at our option you agree to pay a progress payment each 30 days for the progress attained as an estimated percent complete of the total contract amount (or estimated price). Such progress payments are due immediately upon invoicing.

Interest on monies owed to us under this contract past 30 days due shall accrue interest at a rate of 0.833% per month on the principal balance. Upon payment being made for any portion of the work performed, we shall, prior to any further payment being made, furnish to the you a full and unconditional release from any claim or Mechanic's lien for that portion of the work for which payment has been made.

Date Work to Begin: Substantial commencement of work shall occur when we first supply workers to the jobsite. Our failure without lawful excuse to substantially commence work within 20 days from that approximate date is a violation of the Contractors License Law. Due to uncertainties in weather, materials availability and equipment availability, all dates are approximate.

Right to Stop Work: We shall have the right to stop work if any payment due us under this agreement is not made on time. We may keep the job idle until all payments due are received.

Cancellation: You acknowledge you have received two copies of "Notice of Right to Cancel" attached to this contract which allows you three business days to cancel this contract. In addition to this right which is required by law, we will allow you to cancel this contract at any time up until we have actually begun work. You agree that if you cancel the contract after the initial three-day period required by law, that you will pay for all costs incurred by us on your behalf including but not limited to: permit fees, consultant fees, non-stock/non-returnable materials ordered for your work, restocking charges by distributors on returnable materials ordered for your Project, and freight charges.

Limitations: No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other after a period of two years from completion of the work or cessation of the work.

Warranties: We represent and warrant that we hold an unencumbered Contractor's License to perform the services included in this contract, and that we will maintain and keep such license in good standing and in full force and effect at all times while performing the work under this contract. We do not warrant the materials or supplies we use against defects in workmanship or materials but we will use our best efforts to enforce any warranties against the manufacturer or supplier on your behalf. We guarantee our own work to be free of defects for a period of one year from date of installation. No other warranties are offered or implied.

Acknowledgement by Owner of Receipt of Notice to Owner: You acknowledge that you have received a copy of the "Notice to Owner" (attached) as specified by Section 7081.5 of the California Business and Professions Code.

STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING-IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS).

"LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321-CSLB FOR MORE INFORMATION."

Filing of Complaints: Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

NOTICE TO OWNER

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

- (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.
- (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.
- (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.
- (4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete. To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property." (Rev. 4/9)

NOTICE OF RIGHT TO CANCEL

Notice of Cancellation _____ (enter date you signed the contract)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram or fax to:

Weeks Drilling & Pump Co. P.O. Box 176 Sebastopol, CA 95472 Fax 707-823-4258

ARBITRATION OF DISPUTES

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Contractor Initial: _____ Owner Initial: _____

"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right."

Weeks Drilling and Pump Co.:

Owner:

By: _____

By: _____

Date: _____

Date: _____

Mailing Address:

Phone:

Home: _____

Cell: _____

Work: _____

Fax: _____

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This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

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Weeks Drilling and Pump Co.:

Owner:

By: _____

By: _____

Date: _____

Date: _____

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If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

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Weeks Drilling & Pump Co.
P.O. Box 176 Sebastopol, CA 95472
Fax 707-823-4258

Not later than midnight of: _____
(three business days from the above date)

I hereby cancel this transaction: _____
(today's date)

(buyer's signature)

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I hereby cancel this transaction: _____
(today's date)

(buyer's signature)

Duplicate: send this copy to Weeks if you wish to cancel

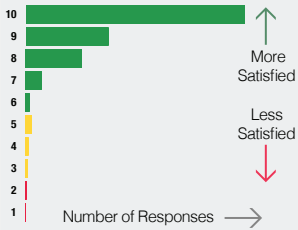


Weeks Drilling & Pump Company

DIAMOND CERTIFIED RATINGS DASHBOARD

653 SURVEYS of Verified Customers Completed

Customer Satisfaction



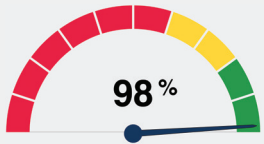
This bar graph shows the company's customer satisfaction level as determined by a survey of its past customers.

Customer Loyalty



This shows the percentage of customers who stated they would use the company again.

Helpful Expertise®



This shows the percentage of customers who stated they received Helpful Expertise® from the company when needed.

Company Credentials

- Workers' Compensation ✓
- Liability Insurance ✓
- License Verification ✓
- Business Practices ✓
- Current Complaint File ✓
- Legal & Finance ✓

The above credentials were verified during the rating process and must be maintained to uphold Diamond Certified status.

W

 Weeks Drilling & Pump Company has been

providing a complete range of water supply solutions for residential, commercial and municipal customers throughout the Bay Area since 1906. The company's four departments work closely with each other to offer a variety of services, including well drilling, pump system installation, filtration system design and installation, and local public water system management. Weeks' specialty is designing and constructing new wells to suit customers' individual needs, and it also repairs and rehabilitates existing wells.

CEO Brandon Burgess says Weeks Drilling & Pump Company's longevity has endeared the company to its clients. "Our predecessor was called Finnell and Harden Hardware, and it was sold to the Weeks family shortly before 1906," he explains. "Over that time, we've developed a very loyal client base. We handle jobs of every size, from installing residential filters to servicing complex industrial water systems."

Weeks Drilling & Pump Company is available 24/7 for the convenience of its customers.

Weeks Drilling & Pump Company applies unique, multigenerational knowledge and experience to ensure its community has safe, clean water. The company's drilling department has more than 150 collective years of experience and, according to Mr. Burgess, has completed more than 20,000 well projects throughout Northern California.

COMPANY PHILOSOPHY

"We are committed to providing comprehensive well water care. Our four departments—Water Well Drilling, Pump Service and Repair, Water Treatment, and Public Water Systems—work cohesively to provide the best possible customer experience."

Weeks Drilling & Pump Company

(707) 418-8956

(877) 813-7814

6100 Sebastopol Ave
Sebastopol, CA 95472

COMPANY CAPABILITIES TABLE

Diamond Certified Report:	www.dccert.org/407
Address:	6100 Sebastopol Ave Sebastopol, CA 95472
Phone Number:	(707) 418-8956 (877) 813-7814
Manager:	Brandon Burgess, CEO Tyler Judson, President Phillip Thomson, CFO
Email:	WaterInfo@WeeksDrilling.com
Website:	www.weeksdrilling.com
Social Media:	www.facebook.com/weeksdrilling www.instagram.com/weeksdrillingpump
Hours:	Mon – Fri: 7am – 5pm 24-Hour Emergency Service
CA License:	177681
Diamond Certification:	407
Insurance:	Liability Insurance, Workers' Compensation
Areas of Expertise:	Water Well Drilling Pump System Service and Installation Water Treatment Public Water Systems
Areas Served:	Serving Sonoma, Marin, Mendocino, Napa and Lake Counties
Founded:	1906
Years in Industry:	80+ (Combined)
# of Employees:	60
Memberships:	American Water Works Association (AWWA) California Groundwater Association (CGA) California Rural Water Association (CRWA) National Ground Water Association (NGWA) Sebastopol Chamber of Commerce Wine Country Water Works Association (WCWWA)
Customer Type:	Agricultural, Commercial, Industrial and Regulated Public Water Systems, Residential
Credit Cards Accepted:	



Weeks Drilling & Pump Company stands by its motto: "When you drink water, think of Weeks."

EXCERPTED SURVEY RESPONSES FROM 653 RANDOM SURVEYS

Glenn P. VERIFIED CUSTOMER FIRST NAME AND ABBREVIATED LAST

"They're very professional and straight with you. The staff is high-quality."

Brooke H. VERIFIED CUSTOMER FIRST NAME AND ABBREVIATED LAST

"I love them. They're really friendly and professional. When they come out here, I don't really have to speak to them—they just do what they need to do and that's that. We've been using them for years."

Jim W. VERIFIED CUSTOMER FIRST NAME AND ABBREVIATED LAST

"They were true to their word with good communication and time management."

Elaine M. VERIFIED CUSTOMER FIRST NAME AND ABBREVIATED LAST

"They were courteous and very professional. I liked that they were really honest about the work that needed to be done. I trusted them."

To read all 653 Random Surveys for Weeks Drilling & Pump Company and the complete rating report, go to: www.dccert.org/407

Why Choose a Diamond Certified Company?

The Diamond Certified Ratings

Quality



Based on true customer satisfaction surveys, to qualify, the rated company must score Highest in Quality and Helpful Expertise® and pass all credential verifications, including license, liability insurance, workers' compensation, business practices and a financial check for contractors.

Accuracy



We pull a random sample (typically 400 customers) from the company's customer list. We ONLY perform confidential telephone surveys to verify that each customer has actually purchased from the company and feels comfortable, when justified, to criticize its performance.

Customer Satisfaction



Our research is statistically reliable because a large, random sample of customers is pulled from each company's customer base, so there's not a self-selection bias. Examples of survey questions: **"On a scale of 1 to 10, how satisfied are you with the quality you received?"**; **"Would you use the company again?"**

Helpful Expertise®



We conduct ongoing surveys to ensure the company is maintaining its status as a helpful local expert. Examples of survey questions: **"What did you like best about the company?"**; **"If you needed Helpful Expertise®, did the company provide it?"**

Guarantee



The Diamond Certified Performance Guarantee provides you with mediation and a money-back guarantee up to \$1,000. Details at www.dccert.org/guarantee.

Diamond Certified vs Review Sites

There are key differences between our research and review sites' reviews.

 Diamond Certified Resource	 Most Review Sites
Real Customers	Fake Reviews / Multiple Identities
Random Sample All Customers	Cherry-Picking
Statistically Reliable / Rigorous	Inaccurate Star Scores
Guaranteed / Local Help	No Guarantees / No Help

Go to www.dccert.org/compare to read how each of these factors impacts the accuracy of the ratings and reviews.

The Most Trusted Resource

Since 2001, our team at American Ratings Corporation has operated the Diamond Certified Resource. Our mission is to define excellence and identify for consumers the highest quality local companies.

1. You the consumer have the right to know which companies are truly performing at the highest levels of quality and Helpful Expertise®.
2. The best companies should be rewarded for their ongoing performance through public recognition.
3. Companies should be held accountable for their performance, one customer at a time.

AMERICAN RATINGS CORPORATION
DIAMOND CERTIFIED

Guarantee

PERFORMANCE

If you have used a Diamond Certified company and tried unsuccessfully to resolve a disagreement, please contact us at info@diamondcertified.org or (800) 738-1138. Our mediator will work with you and the company to attempt to reach an agreement that both parties can live with. If the mediation fails to produce a mutually-agreeable solution due to failure of the company to honor contractual obligations, uphold industry standards or participate in good faith, we will refund your purchase price up to \$1,000. For a complete description of our performance guarantee, its limitations and the mediation process, please go to www.diamondcertified.org/guarantee or call us.



American Ratings Corporation
Diamond Certified Resource
1304 Southpoint Blvd., Ste 250, Petaluma, CA 94954

(800) 738-1138 info@diamondcertified.org www.diamondcertified.org



Weeks Drilling & Pump Company

Has Earned The Prestigious

BASED ON

653 SURVEYS

Rated Highest in Quality and Helpful Expertise®

**First Earned in April 2004
Diamond Certified #407**

DIAMOND CERTIFIED
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EXHIBIT B

Recommend Indemnification Language – To the extent permitted by law, Contractor shall defend, indemnify and hold harmless Bolinas Community Public Utility District (“BCPUD”), its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys’ fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the BCPUD, its directors, officers, employees, and authorized volunteers.

Minimum Scope and Limits of Insurance: Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **General Liability - Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to BCPUD) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** -. The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the BCPUD, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the BCPUD; this provision applies regardless of whether or not the BCPUD has received a waiver of subrogation from the insurer.

Other Required Provisions – The Commercial General Liability policy shall contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** BCPUD, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work

or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the BCPUD, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the BCPUD, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the BCPUD.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by BCPUD.

The Contractor agrees and he/she will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to BCPUD. The BCPUD reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Responsibility for Work - Until the completion and final acceptance by BCPUD of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the BCPUD. At the election of BCPUD the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the BCPUD, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the BCPUD guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the BCPUD.

Verification of Coverage - Evidences of Insurance Contractor shall furnish the BCPUD with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the BCPUD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The BCPUD reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of BCPUD deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor

further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against BCPUD (if builder's risk insurance is applicable) to BCPUD at least ten (10) days prior to the expiration date.

Sub-Contractors - In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of BCPUD, deliver to BCPUD copies such policy or policies of insurance and the receipts for payment of premiums thereon.

GENERAL CONDITIONS

Safety - In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the *Coccidioides* fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures.

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify BCPUD and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to BCPUD specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by BCPUD prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to BCPUD before work begins.