

TAFT WELL SITE ARSENIC MEDIA REPLACEMENT AND INSPECTION PROJECT CONTRACT

This TAFT WELL SITE ARSENIC MEDIA REPLACEMENT AND INSPECTION CONTRACT (**Contract**) is dated _____, 2026, for identification by and between _____ California corporation (**Contractor**), and GREENFIELD COUNTY WATER DISTRICT (**District**). Owner and Contractor may each be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

SECTION 1. SCOPE. Contractor agrees to furnish all labor, material, equipment tools, and supervision necessary to perform the work (**Work**) described in the District’s Request for Proposal for Taft Well Site Arsenic Media Replacement and Inspection Project dated June 8, 2026 (**RFP**) attached as Exhibit A and proposed by the Contractor in its Response to the Request for Proposal dated _____, 2026, (**Proposal**) attached hereto as Exhibit B. This Contract, together with the RFP and Proposal shall constitute the “Contract Documents” and in the event of conflict, this Contract shall control, followed by the RFP.

SECTION 2. CONTRACT PRICE AND PAYMENTS. Owner agrees to pay Contractor for the strict performance of the Work the lump sum amount of \$ _____ (**Contract Price**). Payment of the Contract Price is subject to adjustments for changes in the Work only as may be agreed to by Owner and Contractor in writing, or as may be required under this Contract. Final payment to Contractor shall be made within forty-five (45) days after the Contractor’s substantial completion of the Contract and the submission of the final invoice to Owner.

SECTION 3. PREVAILING WAGE. Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (**Prevailing Wage Laws**), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Work hereunder is being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. Contractor shall defend, indemnify, and hold the District, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that District has not affirmatively represented to Contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781. Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public

works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n). If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 4. ENTIRE AGREEMENT. This Contract represents the entire agreement between Contractor and Owner regarding the Work and supersedes any prior written or oral agreements or representations as to that Work.

SECTION 5. TIME. The Work shall begin in August 2026, on a date to be coordinated by the Parties, and shall be completed no later than November 30, 2026.

SECTION 6. DIFFERING SITE CONDITIONS. Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any:

- (1) Material that Contractor believes may be material that is hazardous waste, or a toxic pollutant, or other substance, the handling of which may subject Contractor to legal liability;
- (2) Subsurface or latent physical conditions at the worksite differing from those indicated in the Contract; and
- (3) Unknown physical conditions at the worksite of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.

Upon notification of any of such differing site conditions, Owner shall promptly investigate. If Owner finds that the worksite conditions do materially differ, or involve hazardous waste or toxic pollutants, Owner shall cause a decrease or increase in Contractor’s cost of, or the time required for, performance of the affected part of the Work by issuing a change order under the procedures described in the Contract.

SECTION 7. CHANGES IN WORK. The Work shall be subject to changes or additions, deletions, or revisions requested in writing by Owner. Contractor will be notified by receipt of written additions and/or revised drawings, specifications, exhibits, or written orders. Whenever an adjustment in the Contract price or Contract time is required because of Owner’s request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Contractor (including lack of worksite access, weather, fires, strikes, acts of God, natural disasters, or acts of third parties), Contractor shall submit to Owner within a reasonable time a detailed estimate, with supporting calculations, pricing and adjustments in the schedule of the change to the Contract price and the Contract time. Pricing of the adjustment shall be in general accordance with the pricing structure of this Contract. However, to the extent that such pricing is inapplicable, the cost of the change or the amount of the adjustment shall be

determined on the basis of the cost to Contractor plus reasonable amounts for overhead and profit. Contractor shall not be obligated to perform changes in the Work or additional work until Owner has approved, in writing, the changes to the Contract price and the Contract time.

SECTION 8. INSPECTION OF THE WORK. Contractor shall make the Work accessible at all reasonable times for inspection by Owner and shall promptly correct any Work that is defective or does not conform to the Contract Documents.

SECTION 9. SITE ACCESS AND RIGHTS OF WAY. Owner shall provide, no later than the date when needed by Contractor, all necessary access to the lands upon which the Work is to be performed, including convenient access to the lands and any other lands designed in the Contract Documents for use by Contractor. Owner shall continue to provide such access until completion of the Contract. Any failure to provide such access shall entitle Contractor to an equitable adjustment in the Contract price and the Contract time.

SECTION 10. REPORTS AND SURVEYS. Owner shall furnish, prior to the start of the Work, all maps, surveys, and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations, and legal descriptions that might assist Contractor in properly evaluating the extent and character of the work required. Owner shall provide all land surveys and baselines necessary for Contractor to locate the principal parts of the Work and perform the Work. Contractor shall prepare an Inspection Report for each water storage tank in accordance with Owner's specifications as set forth in **Exhibit A**.

SECTION 11. PERMITS, LICENSES AND REGULATIONS. Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be obtained and paid for by Contractor. Owner shall, when necessary, assist Contractor in obtaining such permits and licenses. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner.

SECTION 12. TERMINATION. Owner reserves the right to terminate the Work for its convenience upon notice in writing to Contractor. In such an event, Contractor shall be paid its actual costs for the portion of the Work performed to the date of termination, and for all of the Contractor's incurred costs of termination, including demobilization, plus 10% of all of the Contractor's actual and incurred costs for overhead and profit.

SECTION 13. INDEMNIFICATION. The Contractor will hold harmless, indemnify, and defend the Owner, and its employees and agents, from any and all liability claims, losses, or damage, including attorney and consultant fees, arising or alleged to arise from the performance of the Work, but not including the sole negligence or willful misconduct of the Owner, and its employees and agents.

SECTION 14. INSURANCE. Before the Contractor commences the Work, it shall obtain at its own expense, insurance in the limits, form, and amount set forth in this Section. The types of insurance the Contractor is required to obtain and maintain for the full period of the Contract are detailed in subsection 14.1 below.

Nothing contained herein is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

As evidence of specified insurance coverage, the Owner may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving the right to cancel or reduce coverage without thirty (30) days' written notice delivered by registered mail to the Owner.

14.1. Required Insurance.

14.1.1 Workers' Compensation Insurance. The Contractor shall obtain full Workmen's Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract. This insurance will be in strict accordance with the requirements of the most current and applicable State Workmen's Compensation Insurance Law.

14.1.2 Comprehensive General Liability Insurance. The Contractor shall obtain full Comprehensive General Liability Insurance coverage. The coverage will provide for both bodily injury and property damage. The bodily injury portion will include coverage for injury, sickness or disease and death, arising directly or indirectly out of, or in connection with, the performance of work under this Contract and will provide for a limit of not less than Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injury, sickness or disease to or death of one person and total limit of One Million Dollars (\$1,000,000.00) for damages arising out of bodily injury, sickness or disease and death of two or more persons in any one occurrence.

The Property Damage portion will provide for a limit of not less than One Million Dollars (\$1,000,000.00) for damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of work under this Contract, and in any one occurrence, including explosion, collapse, and underground exposure.

14.1.3 Automobile Liability. Bodily injury and property damage shall be in a combined single limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and One Million Dollars (\$1,000,000.00) aggregate.

14.1.4 Additional Named Insured. Such insurance (Bodily Injury and Property Damage) shall include as additional named insured "The District, its employees and agents, and any other persons with an insurable interest designated by the owner as an additional named insured." The Contractor shall submit certificates of insurance showing such additional named insured before commencement of the work. This certificate shall also state "it is the prime insurance of the additional insured."

Unless otherwise agreed, Owner shall secure and maintain property insurance coverage for Contractor, including loss or damage to Contractor's work, and including materials delivered to the worksite, miscellaneous materials and supplies incidental to the Work, and temporary structures. Such insurance shall also apply to any of Owner's property in the care, custody, or control of Contractor.

If any applicable insurance policies require an endorsement or the insurance company's consent to provide continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

SECTION 15. LIENS. Contractor agrees to keep Owner's property free of all liens, including, without limitation, mechanics, labor, and material liens.

SECTION 16. WARRANTY. Contractor warrants that the Work shall be in accordance with the Contract Documents and free from material structural defects. Contractor shall redo or repair any Work not in accordance with the Contract Documents or any defects caused by faulty materials, equipment, or workmanship occurring within one (1) year from the date of completion of the Work.

SECTION 17. MISCELLANEOUS.

17.1. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

17.2. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision of this Contract.

17.3. Notices. Any notice of communication given or made to any Party under this Contract shall be in writing and delivered by hand, sent by overnight courier service, or sent by certified or registered mail, return receipt requested, to the address stated below or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

17.4 Assignment. No Party hereto shall have the right to assign its rights or delegate its duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

17.5. Binding Effect. This Contract shall be binding and inure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors, or permitted assigns.

17.6. Governing Law. This Contract and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions.

17.7. Severability. If any provision of this Contract is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and

shall continue to be valid, legal, and enforceable as though the invalid, illegal, or unenforceable part had not been included in this Contract.

17.8. Amendments. This Contract may not be amended or modified except by a writing signed by all of the Parties.

17.9. Waiver. No Party shall be deemed to have waived any provision of this Contract or the exercise of any rights held under this Contract unless such waiver is made expressly and in writing. A waiver by any Party of a breach or violation of any provision of this Contract shall not constitute a waiver of any other subsequent breach or violation.

IN WITNESS WHEREOF, the parties have executed this Water Tank Cleaning and Upgrade Contract on the dates set forth opposite their respective signatures below.

“Owner”

GREENFIELD COUNTY WATER DISTRICT

Dated: _____, 2026

By: _____
Nick Cooper, General Manager

Address: 551 Taft Highway
Bakersfield, CA 93307

“Contractor”

CONTRACTOR NAME

Dated: _____, 2026

By: _____
Name

Address:

EXHIBIT A

**GREENFIELD COUNTY WATER DISTRICT
REQUEST FOR PROPOSAL**

EXHIBIT B
“CONTRACTOR”
RESPONSE TO GREENFIELD COUNTY WATER DISTRICT
REQUEST FOR PROPOSAL