

# Tuolumne Utilities District

## General Contract Requirements



### Indemnification

Contractor shall defend, indemnify and hold harmless Owner, Engineer and Design Engineer and their consultants, directors, officers, agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from, in whole or in part, the performance of or the failure to perform the Work of Contractor, any Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder except to the extent that such damage or injury is caused by the sole negligence, active negligence, or willful misconduct of Owner. Contractor shall pay all attorney's fees and cost of Owner, Engineer and Design Engineer to enforce this and any indemnity provision in this Agreement.

In any and all claims against Owner, Engineer or Design Engineer or any of their agents or employees by any employee of Contractor, any Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Sub-Contractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The indemnification obligation of Contractor shall extend to the fullest extent permissible under California law.

### Insurance

<u>Type</u>	<u>Limits</u>	<u>Scope</u>
Commercial Public Liability and Property Damage	\$1,000,000 per Occurrence	at least as broad as ISO CG 0001
Automobile Liability	\$1,000,000 per Accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' Compensation Employers' Liability	Statutory Limits \$1,000,000 per Accident	

### DIR

This is a public works project and the contractor's and all subcontractor's employees must be provided certain benefits pursuant to Section 1720 et. seq. of the Labor Code, including the payment of prevailing wage rates, if prevailing wage rates have been established by DIR. The Owner has obtained from the Director of the Department of Industrial Relations the prevailing wage rates applicable to the work. Copies are on file at the Owner's office. The contractor is responsible for determining which wage classifications are applicable to this project. (Labor Code Section 1773.2.) Contractor may also obtain them at the DIR website: <http://www.dir.ca.gov/OPRL/dprevagedetermination.htm> Except for contractors who work exclusively on small projects (defined below), all contractors and subcontractors who bid or work on any public works project must be registered with the Department of Industrial Relations (DIR) and pay an annual fee. No contractor or subcontractor may be listed on a bid proposal for a public works project or be awarded a public works contract unless registered with DIR. (Labor Code § 1771.1) The contractor must post all job site notices required by regulation. This project is subject to compliance monitoring and enforcement by DIR. (Labor Code § 1771.4)

Small Project Exemption - Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. These contractors are still required to pay prevailing wages, maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request. The small project exemption applies for all public works projects that do not exceed:

- a. \$25,000 for new construction, alteration, installation, demolition or repair
- b. \$15,000 for maintenance

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Contractor Company Name

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Representative Signature

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Date

# Tuolumne Utilities District

## Contractor Safety Agreement

Tuolumne Utilities District (TUD) wishes to ensure that all work done on our site will be performed in accordance with all applicable environmental health and safety laws, codes, and regulations. The Contractor is required to provide all documentation indicated in the appropriate box(es). Failure to provide information as required may result in disqualification.

### Contractor Safety Requirement Acknowledgement

1. Contractor will provide a written Injury and Illness Prevention Plan compliant with 8 CCR 3203 (please check one). <p style="text-align: center;"><b>or</b></p> 2. Contractor is an individual contractor. All work will be performed in compliance with all laws, codes, regulations, and best practices to protect personnel, property, and the environment.	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No
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Initial each item for acknowledgement of Safety Requirement. If the item is not applicable, write "N/A".

Item Description	Initials or N/A
3. Contractor will provide TUD with a copy of their Hazard Communication program if their employees will be using any chemicals on the job.	_____
4. Contractor will provide TUD with a copy of the MSDS for each chemical brought onto the site.	_____
5. Contractor will provide TUD with a copy of the Hazardous Waste Disposal Plan for any hazardous waters generated during the job.	_____
6. Contractor will provide TUD with a copy of their Lockout/Tagout program if any work is to be performed on any sources of hazardous energy.	_____
7. Contractor will provide TUD with a copy of their Electrical Safety program if any electrical work is being performed.	_____
8. Contractor will provide TUD with a copy of their Fall Protection program if any work is to be performed that would require it.	_____
9. Contractor will provide TUD with a copy of the Confined Space program if any confined spaces are to be entered, including a list of employees that are certified for confined space entry.	_____
10. Contractor will provide TUD with a copy of their accident investigation report for each accident that occurs during the performance of the contract.	_____
11. Contractor will provide TUD with documentation of required training as per 8 CCR 1541, Excavation and Trenching Standard, for all employees involved in excavation and trenching operations, including certification of the competent person in charge of excavation and trenching operations.	_____
12. Contractor will provide TUD with documentation of required training as per the latest edition of the U.S. Department of Transportation Federal Highway Administration, Manual on Uniform Traffic Control Devices for Streets and Highways and MUTCD 2003 California Supplement for all employees involved in traffic control and flagging operations.	_____

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**Contractor Company Name**

\_\_\_\_\_  
**Representative Signature**

\_\_\_\_\_  
**Date**