

SERVICES TERMS AND CONDITIONS

1. INSPECTION AND ACCEPTANCE OF SERVICES

1.1 CAWCD shall have the right to inspect and test all Goods and Services called for by the Contract Documents, to the extent practicable, at all times and places during the term of the Contract. CAWCD shall perform inspections and tests in a manner that will not unduly delay the Work.

1.2 If CAWCD performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these inspections or tests.

1.3 CAWCD shall not be deemed to have accepted the Goods or Services until sufficient tests and inspections have been made by CAWCD to determine that they meet all requirements of the Contract Documents. Such tests and inspections shall be as specified by CAWCD and shall be held at a time and in the manner defined by CAWCD. If after inspection or testing, CAWCD determines in its sole discretion, that the Goods or Services do not meet CAWCD's specifications, CAWCD may refuse to accept it. CAWCD must advise the Contractor of the results of the inspection or tests within a reasonable time. The Contractor shall have a reasonable time within which to replace the Goods or correct the Service at its own expense.

1.4 In the event that CAWCD determines that any portion of the Goods or Services is not in accordance with the requirements of this Contract, and CAWCD determines in its sole discretion that replacement of the Goods or correction of the Service will adversely impact the schedule, CAWCD may either; 1) direct the Contractor to remove or replace the Goods or correct the Service without cost to CAWCD or adjustment in the Contract time or 2) accept the defective Work and issue a Change Order reducing the contract sum by an amount which, in CAWCD's discretion, is appropriate and reasonable. Such adjustment shall be effected whether or not final payment has been made and shall not require the acceptance of the Contractor.

2. INDEPENDENT CONTRACTOR STATUS

The Contractor shall perform the Services specified herein in the capacity of an independent contractor, and neither the Contractor nor any of its officers, directors, employees, or agents shall be considered employees or agents of CAWCD. The Contractor and its officers, directors, employees, and agents shall not be entitled to or authorized to participate in any benefits or privileges given or extended by CAWCD to its employees.

3. SAFETY AND HEALTH

3.1 The Contractor shall not require any worker employed in the performance of this Contract, (including subcontractors) to work under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety, as determined under the state and federal Occupational Safety and Health Administration (OSHA) regulations for construction and/or general industry, as applicable, and the U.S. Bureau of Reclamation Safety and Health Standards (RSHS), and CAWCD's Safety Resource Manual (SRM). In the event there is a conflict between the requirements contained in any of the safety documents referenced herein, the more stringent requirements shall prevail. The Contractor shall immediately report to CAWCD's representative all cases of Contractor related death, occupational diseases, or traumatic injury to employees, and/or any property damage.

3.2 The Contractor shall also be responsible for providing to all its employees and to CAWCD, a Safety Data Sheet (SDS) for all chemicals or hazardous materials used in performing the Work. The information in the SDS shall include the environmentally acceptable disposal of the commodity used at CAWCD. The SDS must be supplied and approved by CAWCD prior to commencement of Work. Contractor warrants it has an OSHA compliant safety program addressing the service to be performed, and that the program will be made available to CAWCD upon request. The Contractor warrants it will prepare a Job Safety Analysis (JSA) of the Work to be performed and provide CAWCD with a copy of the JSA prior to commencing any work. The Contractor further warrants that it will use this JSA to train its employees regarding the expected hazards of the work and the methods that will be used to mitigate those hazards. Such training must occur, and be documented, prior to the performance of any work.

3.3 If the Work hours to complete this Contract are five hundred (500) or more hours in any one-quarter the following shall apply:

3.3.1 The Contractor will report the number of work hours and incidents of injury/illness (including any lost time injury) quarterly as a result of Work performed for this Contract on the form provided by CAWCD.

3.4 The Contractor shall provide training and supporting documentation, in accordance with the requirements of OSHA, RSHS, and SRM. This applies to all employees performing the Contract Work, and at a minimum shall include the following:

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3.4.1 Training about hazards and hazard control methods specific to their particular job.

3.4.2 The Contractor shall be responsible for providing these instructions, together with ensuring that the Contractor and all subcontractor's employees possess the necessary qualifications, licenses, and permits required to perform the work.

3.4.3 The Contractor shall provide CAWCD with an orientation on provisions of their Safety and Health program. The orientation shall include applicable requirements of safety and health policies, reporting accidents and injuries, first aid and medical care, emergency response, applicable safety and health standards, and sources of information on safety and health questions.

3.4.4 All training shall be documented in writing with, at least, the title, date, and length of training, instructor or provider, and names of Contractor's and subcontractor's employees completing the training. The records for all training applicable to the Work performed by this Contract shall be made available to CAWCD upon request within ten (10) calendar days from the date of such request.

3.4 Prior to the start of the Services, Contractor shall appoint an employee as the Safety Representative and contact person for this Contract. The employee should be capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees.

3.5 Whenever CAWCD becomes aware of any noncompliance with the safety requirements or any condition, that creates a serious or imminent danger to the health or safety of the public or CAWCD personnel, the Contractor will be notified orally, followed by written confirmation, and requested to take immediate corrective action. This notice, when delivered to the Contractor or Contractor's Safety Representative at the Work location, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, CAWCD may issue an order stopping all or part of the Services until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the Contract price or extension of the performance schedule on any Stop Work Order (as defined in the SRM) issued under this section.

4. **STANDARD OF PERFORMANCE**

4.1 Contractor warrants and guarantees to CAWCD that the Work shall be performed in a manner consistent with high standards for projects of a similar nature. The Contractor shall comply with recognized workmanship quality standards within the industry as applicable to each unit of Work. All references to standards whether for materials, processes, assemblies, workmanship, performance, or similar purpose shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this Contract, and to have the same effect as if fully reproduced herein. It is a requirement that each person or installer performing the Work be qualified, to the extent of being familiar with applicable and recognized quality standards for that category of Work, and being capable of workmanship complying with those standards.

4.2 The Contractor warrants to CAWCD that materials and equipment furnished will be new and of good quality, that the Work will be free from defects not inherent in the quality required or permitted, will be fully compatible with existing materials and equipment, and that the Work will conform with all requirements. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

5. **DRAWINGS AND DOCUMENTS**

Any drawings, survey data, reports, studies, specifications, estimates, maps, computations, and other documents required to be prepared by Contractor for the Work shall be the property of CAWCD. Subject to the disclosure requirements of the Arizona Public Records Law, any drawings and other documents prepared by the Contractor for the Work shall not be used on other Work without the prior written approval of the CAWCD.

6. **AUDIT**

CAWCD shall have the right, at its own expense, to designate its own employee representatives, independent Contractors or agents to audit and to examine, inspect and copy Contractor's written policies and procedures, subcontract files (including proposals of successful and unsuccessful bidders), all documents, books, records, data compilations on any storage media, computer programs or other evidence (collectively, Contractor's Records) deemed necessary by CAWCD to substantiate any of Contractor's invoices and to audit for compliance with the terms and conditions of the Contract. The Contractor and its sub-contractor(s) shall maintain Contractor's Records for a minimum of three (3) years after the completion of the Contract. The Contractor's Records shall be available for review and audit by CAWCD or its designee at reasonable times. The

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Contractor agrees to cooperate fully with any audit conducted by CAWCD and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this paragraph shall establish a presumption in favor of CAWCD for recovery of any funds paid by CAWCD under the Contract.

7. CLEAN UP

7.1 The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by the Contractor's Work. At the completion of the Work, the Contractor shall remove all Work signs and all rubbish and temporary Work, of every nature, from and about the Work and the site. The Contractor shall remove all tools, scaffolding and surplus materials and shall leave the Work site broom clean or its equivalent. If the Contractor fails to clean up as required by this Contract, CAWCD may do so, and the costs associated with such cleanup shall be charged to the Contractor.

7.2 The Contractor shall clean on a daily basis, all interior and exterior areas, including those that are visible from outside the job site.

7.3 During the performance of all Work, Contractor shall at all times keep the site, streets, highways, roads, and properties which it may utilize free from waste materials, debris and/or rubbish and shall employ appropriate dust control measures. If accumulation of materials, debris, rubbish, or dust constitutes a nuisance or safety hazard or is otherwise objectionable in any way, as determined by CAWCD, Contractor shall promptly remove them.