



SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



931

FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
May 16, 2012

SUBJECT: Hidden Valley Nature Center Water System Expansion Project – Contract Documents and Authorization to Bid – District II/II

RECOMMENDED MOTION: That the Board approves and:

1. Accepts the contract documents for the Hidden Valley Nature Center Water System Expansion Project; and
2. Authorizes the Clerk of the Board to advertise for bids and schedule a bid opening date of July 11, 2012.

BACKGROUND: The Regional Park and Open-Space District has completed the contract documents (plans and specifications) for the Hidden Valley Nature Center Water System Expansion Project, located at 11401 Arlington Avenue, Riverside, CA 92501. The work generally consists of the construction of a new potable water well with greater capacity, water distribution system to the existing buildings, and fire improvements, all of which will allow for expansion of programming and uses at the site. The estimated cost for this project is \$450,000.

Scott Bangle General Manager

2012-023D SL

FINANCIAL
DATA
N/A

Current F.Y. Total Cost:	\$ 0
Current F.Y. Net County Cost:	\$ 0
Annual Net County Cost:	\$ 0

In Current Year Budget:
Budget Adjustment:
For Fiscal Year:

SOURCE OF FUNDS:

Development Impact Fees Western Riverside County Regional Park Facilities Fund (previously approved commitment)

Positions To Be Deleted Per A-30

Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:
Alex Gann

FORM APPROVED COUNTY COUNSEL
BY:
NEAL R. KIPNIS DATE: 5/16/12

Departmental Concurrence

- | | |
|----------------------------------|--|
| <input type="checkbox"/> Consent | <input checked="" type="checkbox"/> Policy |
| <input type="checkbox"/> Consent | <input checked="" type="checkbox"/> Policy |

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Prev. Agn. Ref.: 12/6/11, 13.1;
3/20/12, 13.1

District: II/II

Agenda Number:

13.1

Dept's Recomm.:

Per Exec. Ofc.:

Request for Bid #PKARC-120

PROJECT MANUAL

HIDDEN VALLEY NATURE CENTER WATER SYSTEM EXPANSION PROJECT

Riverside, California

June 2012



Prepared By:

RIVERSIDE COUNTY REGIONAL PARKS AND OPEN-SPACE DISTRICT
4600 Crestmore Road
Riverside, California 92509
(951) 955-4310 FAX (951) 955-1383
Scott Bangle, General Manager

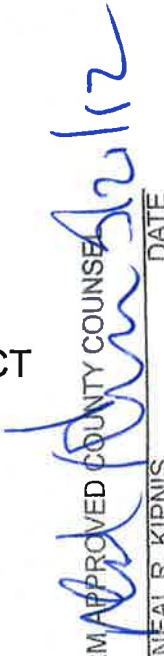
FORM APPROVED COUNTY COUNSEL
BY:  DATE: 6/20/12

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Section 1

NOTICE INVITING BIDS

NOTICE INVITING BIDS

Hidden Valley Nature Center Water System Expansion Project

The Riverside County Regional Park and Open-Space District (District) invites sealed bids for the Hidden Valley Nature Center Water System Expansion Project (Project). The project site is located at 11401 Arlington Avenue, Riverside, California.

The Project includes drilling and constructing a new well. In addition, a new above-ground tank, distribution lines, pumps, fire apparatus, water connections to buildings, and the abandonment of 2 existing wells will be part of the project. All of these are specified and shown in the Contract Documents.

This project requires prevailing wage and certified payroll.

Complete Contract Documents are available at ARC, 4295 Main Street, Riverside, CA 92501, (951) 686-0530. Contact ARC for your specific order request. Documents are available as hard copies in various sizes and as pdf files on a CD. Contractor is required to specify size and type of documents and to pay for them themselves.

For additional assistance, you may contact:

Steve Lech, Park Planner
Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Riverside, CA 92509
Phone (951) 955-4318, Fax (951) 955-1383, slech@rivcoparks.org

DISTRICT'S ESTIMATED PROJECT COST: \$450,000

A MANDATORY PRE-BID MEETING SHALL BE HELD ON WEDNESDAY JUNE 27, 2012 at 10:00 A.M. AT THE HIDDEN VALLEY NATURE CENTER. IF A CONTRACTOR DOES NOT ATTEND THE MANDATORY MEETING OR IF THE CONTRACTOR IS LATE FOR THE MANDATORY MEETING, THEIR BID WILL BE REJECTED.

All questions regarding the documents should be directed to the District in writing.

Bids must be in accordance with the Contract Documents. All bids are due no later than **10:30 A.M., JULY 11, 2012**, and shall be publicly opened promptly after that time. **Bids must be filed with the Riverside County Clerk of the Board, located at 4080 Lemon Street, 1st Floor, Riverside, California, 92501. Bids must be received by the Clerk of the Board by the bid closing time.** Bids sent by fax or email will not be accepted.

Pursuant to Section 1770 and 1773 et seq. of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of workman needed to execute the contract which will be awarded to the successful bidder. Wage rates shall be posted at the job site.

A contractor submitting a bid for this project shall have a "C-57" Water Well Drilling Contractor License from the State of California. All subcontractors proposed in this bid must be appropriately and currently licensed in the State of California. The licenses must remain current for the duration of the project.

Kecia Harper-Ihem
Clerk to the Board of Supervisors

Section 2

INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

HIDDEN VALLEY NATURE CENTER WATER SYSTEM EXPANSION PROJECT

1. **Form of Bid**. The bid must be made on the attached Bid Form, which must be completely filled in, dated and signed. If provision is made in the Bid Form for alternates, bids for all alternates must be submitted. The Bid Form must be accompanied by a 10% Bid Bond, using the form provided in the Contract Documents, or by a certified or cashier's check payable to the District in an amount not less than 10% of the amount bid (including all additive alternates).

2. **Submission of Bid**. The bid must be submitted in a sealed, opaque envelope, marked "Bid Proposal" which clearly identifies the bidder and the project. The Bid Form shall not contain any erasures or interlineations. Failure to comply with this requirement may be cause for the rejection of a bid. Each bid shall be signed with the signature of the person or persons authorized to bind the bidder. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. Bids must be received by the time and at the place set forth in the Notice Inviting Bids.

3. **Contract Documents**. The complete Contract Documents are identified in the Agreement form. Bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the plans and specifications in making their bid.

4. **License**. A contractor submitting a bid for this project shall have an "A" General Engineering Contractor License or a "B" General Building Contractor License from the State of California. All subcontractors proposed in this bid must be appropriately licensed in the State of California. Contractor and subcontractors must have current licenses at the time the bid is submitted and the licenses must remain current for the duration of the project.

5. **Interpretation of Documents**. Discrepancies, omissions, ambiguities, or requirements likely to cause disputes between the parties or trades, and similar matters, shall be promptly brought to the attention of the District. All interpretations of, or changes to, the Contract Documents shall be in writing only and issued by the District in the form of written addenda. No other interpretations or changes shall be valid or binding.

6. **Addenda**. The District reserves the right to issue addenda to the Contract Documents at any time prior to one hundred twenty (120) hours, or five (5) days, before the time set to open bids. No oral interpretations shall be made to any bidder as to the meaning of any document. Interpretations or changes, if any are made, shall be in written addendum form and sent to all bidders to whom Contract Documents have been issued. Each potential bidder shall leave, at the place it obtained the Contract Documents, its name and phone number, fax number, address and email address for the purpose of receiving addenda. **It is the Contractor's responsibility to ensure that their contact information is given to ARC (see Notice Inviting Bids for address and phone number) and that the Contractor has received ALL addenda prior to submitting a bid.** All addenda will be available through ARC. Addenda shall be emailed or faxed to all plan holders. To be considered, a bid must list all issued addenda.

No questions will be answered by the District within one hundred twenty (120) hours, or five (5) days, prior to the bid opening time.

7. **Inspection of Site**. Bidders must examine the site and fully inform themselves of all existing and expected conditions affecting the work. By submitting its bid, a bidder warrants that it has made such site examination as is necessary to determine the condition of the site, its accessibility for materials, workers and utilities, and ability to protect existing surface and subsurface improvements. No claim or allowances for additional time or money will be allowed due to failure to properly inspect the site.

8. Qualifications of Bidders.

A. No bid will be accepted from a bidder who is not properly licensed under the laws of California or using subcontractors who are not properly licensed under the laws of the State of California. No award will be made to any bidder who cannot give satisfactory assurance to the District of its ability to carry out the project, both from its financial standing and by reason of its previous experience as a contractor on similar work. A bidder may be required to submit additional information regarding work of a similar nature.

B. Contractor is required to provide a current list of all construction related litigation that their company has been involved in during the last ten (10) years, including work that was performed by the Principal Departments of the company under a different name or as a subcontractor.

C. In addition to satisfying the requirements of the Contract Documents, all work and materials shall conform strictly to all requirements of the 2007 Building Standards Administrative Code; Part 1, Title 24, CCR, 2007 California Building Code (CBC); Part 2, Title 24 CCR, 1997 Uniform Building Code Volumes 1-3 and 2001 California Amendments; Part 8, Title 24, 2007 California Historical Building Code, Appendix Chapter 1, Seismic Strengthening Provisions, 2001 California Amendments; Part 10, Title 24, 1997 Uniform Code for Building Conservation, 2001 California Amendments; the Standard Specifications for Public Works ("Greenbook") 2006 Edition, County of Riverside Ordinance 457. In the event of a conflict, the stricter requirement shall apply.

D. All contractors, when applicable, shall be verified for eligibility through the current U.S. Department of Housing and Urban Development (HUD) List of suspended, or Ineligible Participants, and the General Services Administration's Consolidated List of Debarred, Suspended, and Ineligible Contractors prior to being authorized to participate in this project.

E. A bid shall be rejected and a bidder shall be disqualified to bid a District project if the bidder or any officer, manager, partner or shareholder of the bidder, within the eighteen-month period prior to the bid date, was an officer or employee of the District or the County of Riverside.

9. Disqualification of Bidders. More than one (1) bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one (1) proposal will cause rejection of all bids in which such bidder is interested. If there is any reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in awarding the contract. Bids in which the prices obviously are unbalanced may be rejected.

10. Award of Contract. A formal acceptance of a bid and the Agreement by the Board of Directors, at a meeting regularly called and held, constitutes an award of the contract. Thereafter, the District shall mail to the Contractor a Notice of Award of Contract to the address listed by the Contractor on its bid. The Notice shall be deemed received the next Monday, Tuesday, Wednesday or Thursday after mailing which is not a full day holiday as listed in Section 6700 of the California Government Code.

A. The District reserves the right to reject any or all bids and to waive defects or irregularities.

B. The award of the contact, if it is awarded, will be to the lowest responsive/responsible bidder whose bid complies with the requirements. The award, if made, will be made within one hundred twenty (120) days after the opening of the bids.

C. All bids will be compared on the basis of the lowest responsive/responsible lump sum base bid. Award will be based on the lowest responsive/responsible lump sum base bid. The District reserves the right to accept any and/or all alternate bid items.

11. Return of Guarantee. Bid bonds or checks from unsuccessful bidders will be returned by mail to the addresses listed in the bids. The bid bond of the successful bidder will not be returned but is exonerated by execution of the Agreement and the Payment and Performance Bonds. If the guarantee of the successful bidder is a check, it will be returned at the time a bid bond would be exonerated.

12. Bonds All bonds submitted by the Contractor for the project shall be issued by a surety admitted to issue such bonds in California which carries a rating of "A" or better in the current issue of Best's Insurance Guide.

13. Contract Time for Project. The Contractor shall commence work within fifteen (15) calendar days of its receipt of the Notice to Proceed and complete construction within one hundred twenty (120) calendar days after its receipt of said Notice.

14. Liquidated Damages It is agreed by the parties to the contract that time is of the essence and in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the District and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the District will sustain in the event of, and by reason of, such delay. Therefore, it is agreed the successful bidder shall pay to the District, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of **five hundred dollars (\$500.00)** per calendar day for each and every calendar day that delivery of complete project is in excess of the contract time stipulated. It is further agreed that in the event such damages are sustained by the District, the District shall deduct the amount thereof from any moneys due or that may become due the vendor under the contract.

Section 3

BID DOCUMENTS

PROJECT DESCRIPTION

The Project includes, but is not limited to, the following:

- Installation of a new well and appurtenant items in the vicinity of the existing well. Well head is to be nine (9) feet above ground level on a structure constructed according to the plans and specifications.
- Installation of new water distribution lines from and to the new well and existing buildings.
- Construction of a new water storage tank.
- Installation of necessary pumps.
- Installation of all fire apparatus.
- Installation of a chlorination system.
- Connection of all buildings (nature center, caretaker residence, maintenance building, office building, and farm buildings) to new water system.
- Installation of all backflow preventers.
- Conducting a full Title 22 water test on the resulting water.

BID FORM

DATE: _____

TO: Riverside County Regional Park and Open-Space District

BIDDER: _____
(Full Legal Business Name)

The undersigned bidder, having carefully examined the site and the Contract Documents for the construction of the **Hidden Valley Nature Center Water System Expansion Project**, hereby proposes to construct the work in accordance with the Contract Documents for the amount stated in this bid.

By submitting this bid, bidder agrees:

- A. If this bid is accepted, the bidder will enter into a written contract with the District.
- B. Bidder shall enter into such contract and accept the price shown in this Bid Form as full and complete payment for the work done.
- C. Any sub-tier contract signed by the bidder and any subcontractor or any other party relating to this project must contain or incorporate the same terms as contained in the contract between the bidder and the District.
- D. To execute the Agreement and deliver the full executed Performance Bond, Payment Bond and insurance certificates within ten (10) days after the Bidder is notified of award the Contract.
- E. Contractor is required to provide a current list of all construction related litigation that their company has been involved in during the last ten (10) years, including work that was performed by the Principal departments of the company under a different name or as a subcontractor.
- F. Submit to the District such additional information as the District may require to determine whether its bid is the lowest responsive/responsible bid submitted, or such additional information which the District may require to determine if the bidder can properly do the work.
- G. The statements made in this bid are made under penalty of perjury.
- H. Price includes all labor, materials, mobilization, historical salvage, protection and restoration of historic features, seismic stabilization, drainage composite, concrete rehabilitation, masonry, carpentry, anchorage work, waterproofing, metal, sealant, wood windows, painting, equipment, transportation, tools, appurtenances, supervision and clean up for full compensation of the work. The bidder shall include in the prices for the stated bid items all work required by the Contract Documents.
- I. Amounts are to be shown in both words and figures (where indicated). In the event of any discrepancy, the amount shown in words will take precedence.
- J. Unit prices shall represent a true unit price for such item, which will be used for changes in the work during construction.
- K. All bids received by the District are good for ninety (90) days from the date of receipt.

A. BID ITEMS

BASE BID - Provide all of the following in accordance with the Contract Documents:

ITEM NO.	BID ITEM (Written in Words)	UNIT	UNIT PRICE	ITEM TOTAL (Lump Sum in Figures)
1.	Mobilization (including bonds and insurance):	L.S.	\$	\$
				(In Figures)
(In Words)				
2.	De-Mobilization and Clean Up:	L.S.	\$	\$
				(In Figures)
(In Words)				
3.	Water Well: Construct well per plans and specifications including development by air lifting, swabbing, and bailing; twelve (12) hours of development and test pumping; extension of conductor and well casings; concrete surface enclosure and concrete footing; will all appurtenances and backfill:	L.S.	\$	\$
				(In Figures)
(In Words)				
4	Well Pump: Furnish and install submersible well pump assembly, discharge piping, valves and meter as shown, together with air line, low water cutoff, motor control, and pump control panels, and electrical service from SCE, complete and operable per plans and specifications:	L.S.	\$	\$
				(In Figures)
(In Words)				
5.	Abandonment of Wells: Destroy existing active well and existing abandoned well including removal of equipment as required:	L.S.	\$	\$
				(In Figures)
(In Words)				

(Continued Next Page)

6.	Installation of Water System: Construct water distribution and fire supply pipeline systems, bolted reservoir, booster pumping station, chlorination equipment, electrical service, and radio telemetry as shown on plans and specifications:	L.S.	\$		\$	
(In Figures)						
(In Words)						

BASE BID (TOTAL AMOUNT OF ALL BID ITEMS 1 through 6):

_____ \$ _____
 (In Words) (In Figures)

TO BE USED FOR CHANGES IN QUANTITIES

1.	Well Bore Depth: Addition or deduction per linear foot for changes to the well bore depth:	L.S.	\$		\$	
(In Figures)						
(In Words)						
2.	Blank Casing/Gravel Pack: Addition or deduction per linear foot of length of blank casing and gravel pack:	L.S.	\$		\$	
(In Figures)						
(In Words)						
3.	Perforated Casing/Gravel Pack: Addition or deduction per linear foot of length of perforated casing and gravel pack:	L.S.	\$		\$	
(In Figures)						
(In Words)						
4.	Production Test Pumping: Addition or deduction per hour of production test pumping:	L.S.	\$		\$	
(In Figures)						
(In Words)						

(Continued Next Page)

5.	Length of 8" PVC: Addition or deduction in length of 8" PVC piping over five (5) feet:	L.S.	\$		\$	
						(In Figures)
(In Words)						
6.	Hydrant Assemblies: Addition or deduction per unit for hydrant assemblies, including post indicator valves:	L.S.	\$		\$	
						(In Figures)
(In Words)						
7.	6' Chain Link Fencing: Addition or deduction per linear foot over five (5) feet for 6' chain link fence:	L.S.	\$		\$	
						(In Figures)
(In Words)						
8.	6" Pipe Bollards: Addition or deduction per unit for 6" pipe bollards beyond those shown on the plans:	L.S.	\$		\$	
						(In Figures)
(In Words)						

2. DESIGNATION OF SUBCONTRACTORS

Bidder submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of ½ of 1% of the total bid. Additional information requested by District must be provided by bidder.

PORTION OF THE WORK	SUBCONTRACTOR NAME AND LICENSE NUMBER	ADDRESS	PHONE FAX
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
			Fax:

Note: If additional space is needed attach a separate sheet.

3. CONSTRUCTION LITIGATION

Contractor will attach a current list of all construction related litigation that their company has been involved in during the last ten (10) years, including work that was performed by the Principal departments of the company under a different name or as a subcontractor.

4. ADDENDA

Bidder acknowledges receipt of the following addenda:

5. SITE INSPECTION

Person who inspected the site on behalf of the bidder:

NAME: _____

TITLE: _____

DATE OF INSPECTION: _____

6. PROJECTS OF SIMILAR NATURE

List five (5) projects of similar nature completed by bidder. Listing is to provide references with current address and telephone number. Attach additional page if needed.

PROJECT NAME	PROJECT ADDRESS	DEPARTMENTS NAME	DEPARTMENTS PHONE/FAX
			Ph: Fax:
			Ph: Fax:
			Ph: Fax:
			Ph: Fax:
			Ph: Fax:

6. LICENSE

Bidder currently has the following license(s):

License Class: _____ License No: _____

Expiration Date: _____ Additional Classification(s) _____

7. BIDDER DATA:

Full legal name of firm: _____

Name under which firm
does business: _____

Address: _____

Phone: _____ Fax _____

Type of Organization (corporation, partnership, etc.):

8. BIDDER SIGNATURE

Signature: _____

Name: _____

Title: _____

Date: _____

BID BOND

1. _____, hereafter called "Contractor," has submitted its bid to the **RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**, hereafter called "**District**," for the construction referred to generally as the **Hidden Valley Nature Center Water System Expansion Project** in accordance with a Notice Inviting Bids from the District dated _____.

2. _____, hereafter called "Surety," is the surety of this bond.

Agreement:

We, Contractor as principal and Surety as surety, jointly and separately agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of Contractor's bid and inures to the benefit of the District.
2. This bond is exonerated by: (1) the District rejecting Contractor's bid; or, (2) if Contractor's bid is accepted, Contractor executes the Agreement and furnishes the required bonds. Otherwise, it remains in full force and effect for the recovery of loss, damage and expense of the District resulting from failure of Contractor to act as agreed to in its bid.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which the District may accept the bid and waives notice of any such extension.
2. This bond is binding upon the heirs, executors, administrators, successors and assigns of Contractor and Surety.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

CONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**AFFIDAVIT FOR INDIVIDUAL CONTRACTORS
NON-COLLUSION**

I, _____, being first duly sworn,
deposes and says:

That he or she is the party making the bid; that 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 Riverside County Regional Park and Open-Space District or anyone interested in the proposed contract; that all statements contained in the bid are true; and 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 person, corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BY: _____
NAME: _____
TITLE: _____
DATE: _____

Subscribed and sworn to before me

this _____ day of _____, 20____.

Signature and stamp of Notary
administering oath

**AFFIDAVIT FOR CORPORATE CONTRACTOR
NON-COLLUSION**

I, _____, being first duly sworn,
deposes and says:

That he or she is _____ of

_____ ,

a corporation which is the party making the foregoing bid; that 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 Riverside County Regional Park and Open-Space District or anyone interested in the proposed contract; that all statements contained in the bid are true; and 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 person, corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BY: _____

NAME : _____

TITLE: _____

DATE: _____

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Signature and stamp of Notary
administering oath

**AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR
NON-COLLUSION**

I, _____, being first duly sworn,
deposes and says:

That he or she is a member of the joint venture or copartnership firm designated as

_____ ,

which is the party making the bid; that 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 Riverside County Regional Park and Open-Space District or anyone interested in the proposed contract; that all statements contained in the bid are true; and 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 person, corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

That he has been and is duly vested with authority to make and sign instruments for the joint venture or copartnership by

who constitute the other members of the joint venture or copartnership.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Subscribed and sworn to before me

this _____ day of _____, 20____.

Signature and stamp of Notary
administering oath

Section 4

AGREEMENT AND RELATED DOCUMENTS

SAMPLE AGREEMENT

Hidden Valley Nature Center Water System Expansion Project
PKARC – 120

This Agreement is entered into at Riverside, California on _____, and is between the **Riverside County Regional Park and Open-Space District**, hereafter called “**DISTRICT**” and _____, California, hereinafter called “**CONTRACTOR**”.

1. **CONTRACTOR** has submitted to the **DISTRICT** its bid for the **Hidden Valley Nature Center Water System Expansion Project**, hereafter called “**Project**,” and all appurtenant work in strict accordance with the Contract Documents identified below and the **DISTRICT** has accepted said bid.

2. **CONTRACTOR** has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.

3. Contract Documents: The entire contract consists of the following: (a) this Agreement; (b) the Notice Inviting Bids; (c) the Instructions to Bidders; (d) the Bid Form; (e) the Bid Bond; (f) the Payment Bond; (g) the Performance Bond; (h) all applicable State and Federal requirements; (i) the General Provisions; (j) the Special Provisions (Technical Specifications); (k) Plans and Drawings; (l) any addenda issued for the project; (m) any change orders issued for the project; (n) any additional or supplemental specifications or drawings issued in accordance with the provisions of the Contract Documents; (o) meeting minutes and any field orders. All of these documents are by this reference incorporated herein with like effect as if here set forth in full; and upon the proper issuance of other documents they shall likewise be deemed incorporated.

4. The Work: **CONTRACTOR** shall do all things necessary to accomplish the work described in the Contract Documents; and shall commence work within fifteen (15) calendar days after receipt of a Notice to Proceed and shall complete the work within one hundred twenty (120) calendar days after its receipt of said Notice.

5. Compensation:

CONTRACTOR shall be paid the following total amount, in the manner set forth in the Contract Documents, the lump sum of:

The parties have executed this Agreement as of the date set forth on Page 1 of this Agreement.

CONTRACTOR:

COMPANY NAME: _____

BY: _____

NAME: _____

TITLE: _____

OWNER:

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

BY: _____
John Benoit
Chairperson, District Board of Directors

ATTEST:

CLERK OF THE BOARD
Kecia Harper-Ihem

BY: _____

PAYMENT BOND

The makers of this bond are _____, as Principal and CONTRACTOR, and _____, a corporation authorized to issue surety bonds in California, as Surety. This bond is issued in conjunction with that certain public works contract dated _____, between Principal and the **Riverside County Regional Park and Open-Space District** for the total amount payable pursuant to the contract. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT 100% OF THE TOTAL SUM OF THE CONTRACT. The contract is for the public work generally consisting of the **Hidden Valley Nature Center Water System Expansion Project**. The beneficiaries of this bond are as stated in Section 3248 of the Civil Code; and the requirements and conditions of this bond are as set forth in Section 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements or amount of compensation, or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

CONTRACTOR

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

PERFORMANCE BOND

The makers of this bond, _____, as Principal and CONTRACTOR, and _____, a corporation authorized to issue surety bonds in California, as Surety, are held and firmly bound unto the **Riverside County Regional Park and Open-Space District**, hereafter called "DISTRICT", in the sum of \$ _____ (100% estimated total contract price) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain contract with the DISTRICT dated _____, for the construction of the **Hidden Valley Nature Center Water System Expansion Project**, in accordance with the Contract Document.

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by the DISTRICT, with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms of conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and effect. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

CONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Section 5

GENERAL PROVISIONS

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ARTICLE 1 GENERAL PROVISIONS

1.1 DEFINITIONS

Where the words "equal," "approved equal," "equivalent," or words of similar import are used, it shall be understood such words are followed by the expression "in the opinion of the DISTRICT". Where the words "approved," "approval," "acceptable," "acceptance," or words of similar import are used, it shall be understood that the approval, acceptance, or similar action of the DISTRICT is intended.

ACT OF GOD - An Act of God is an earthquake of magnitude 4.5 or greater on the Richter scale, flood, tornado, or other cataclysmic phenomenon of nature, or rain, snowstorm, windstorm, high water, or other natural phenomenon in excess of the normal as established by National Oceanic and Atmospheric Administration weather data.

ACCEPTANCE - Acceptance is when the DISTRICT determines all of the Contract requirements have been completed. Execution of the Notice of Completion will signify acceptance. A copy of the Notice of Completion will be sent to the CONTRACTOR after execution by the County. Upon receipt of the Notice of Completion, the CONTRACTOR will be relieved of the duty of protecting the work, and the DISTRICT will initiate final settlement and payment.

BENEFICIAL OCCUPANCY - The right of the DISTRICT to occupy all or any portion of the project prior to final acceptance of the Work. Such occupancy does not constitute acceptance or completion by the CONTRACTOR of the Work or any portion thereof, nor will it relieve the CONTRACTOR of the responsibility for correcting defective work or materials found at any time before Acceptance of the Work.

CHANGE ORDER - A Change Order is the document issued by the DISTRICT authorizing any change or adjustment to the Contract Documents in accordance with Article 8 of this Contract.

CONTRACT - The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto, and supersedes all prior negotiation, representations, or agreements, either written or oral, including the bidding documents.

CONTRACT DOCUMENTS - Contract documents consist of (a) the Agreement; (b) the Notice Inviting Bids; (c) the Instructions to Bidders; (d) the Bid Form; (e) add alternates accepted by the District; (f) exhibits; (g) appendices; (h) the Bid Bond; (i) the Payment Bond; (j) the Performance Bond; (k) all applicable State and Federal requirements; (l) the General Provisions; (m) the Special Provisions (Technical Specifications); (n) Plans and Drawings; (o) any addenda issued for the project; (p) any change orders issued for the project; (q) any additional or supplemental specifications or drawings issued in accordance with the provisions of the Contract Documents; and (r) meeting minutes and any other documents contained in the Contract Documents Project Manual for the Project.

CONTRACT DRAWINGS - "Contract drawings" or "drawings" means and includes (a) all drawings which have been prepared on behalf of the DISTRICT and are included in the Contract Documents and all clarification drawings issued by notice to the bidders thereto; (b) all drawings submitted pursuant to the terms of the Contract by the CONTRACTOR to the DISTRICT during the progress of the Work, which are accepted by the DISTRICT.

CONTRACTOR'S AGENT - The representative of the CONTRACTOR, approved by the DISTRICT, who shall be present at the Work and be authorized to receive and act upon instructions from the DISTRICT and to execute and direct the Work on behalf of the CONTRACTOR.

CONTRACTOR - When used herein, CONTRACTOR means the prime or principal contractor licensed to perform work in the State of California, including all joint ventures. References to subcontractor or others are only for convenience and all such references shall be considered to refer to the

CONTRACTOR. The prime or principal CONTRACTOR shall be responsible for all subcontractors, and all subcontractors shall require their subcontractors to comply with the relevant provisions of the prime or principal contract.

COUNTY - The term County when used herein shall mean the Board of Supervisors of the County of Riverside, a political subdivision of the State of California.

CRITICAL PATH METHOD (CPM) - "Critical Path Method" is a schedule technique which identifies vital tasks that directly depend on each other.

DAY - The use of "day" herein means calendar day and shall include every day including Saturdays, Sundays, and legal holidays.

DISTRICT – Refers to the Riverside County Regional Park and Open-Space District and its authorized representatives as specified in writing. The DISTRICT provides representatives who are responsible to administer the construction contract.

FIELD ORDER – The form used by the PA and the PM to give additional instruction to the CONTRACTOR that does not impact the cost or duration of the Work.

THE INSPECTOR - Refers to the Inspector from the governing agency with the authority to inspect and approve the Work.

INSTALL - When used herein "install" shall mean the complete installation in place of any item, equipment, or material.

MATERIAL - Material shall be construed to include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new.

NOTICE OF COMPLETION - The Notice of Completion (NOC) shall be issued at that point in the Contract when the CONTRACTOR has completed all Work required in the Contract Documents. The time for issuance shall be determined by the DISTRICT through a final inspection. The NOC shall be issued by the Board of Directors.

NOTICE TO PROCEED - The Notice to Proceed is the written notification from the DISTRICT giving the CONTRACTOR notice to commence with the Work. The Notice to Proceed will specify the start date for the Work and the completion date.

PE - Refers to the project engineer representing the design firm contracted with the DISTRICT and responsible for the design of the project.

PLANS - Means the portion of the Contract Documents consisting of all drawings prepared for the work.

PM - Means the project manager representing the DISTRICT.

PROVIDE – Means to purchase material and bring to the site.

REQUEST FOR CHANGE ORDER – (RFCO) The form submitted by the CONTRACTOR to the DISTRICT giving a detailed quote for possible changes in the Work.

REQUEST FOR INFORMATION - (RFI) The form and procedure established for communication between the CONTRACTOR and the DISTRICT to clarify or interpret the Contract Documents.

SHALL - When used herein "shall" means anything which is mandatory to be performed by the CONTRACTOR.

SPECIFICATIONS - The term "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work.

SUBCONTRACTOR - The term "Subcontractor" means a person or firm that has a contract with CONTRACTOR or with another subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of any tier, suppliers, manufacturers, and distributors. The term Subcontractor is referred to throughout the Contract Documents as if singular in number.

WORK - The term "Work" refers to the services and materials described by the Contract Documents, as may be amended, and includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.2 AUTHORITIES AND LIMITATIONS

1.2.1 The Board of Directors alone have the power to bind the DISTRICT and to exercise the rights, responsibilities, authorities, and functions vested therein by the Contract Documents, except that they shall have the right to designate authorized representatives to act for them.

1.2.2 Neither the Contract, nor any part thereof, nor moneys due, or to become due there under, may be assigned by the CONTRACTOR without the prior written approval of the DISTRICT, with the exception of the assignments to DISTRICT, which may be required under the terms of this Contract.

1.3 DOCUMENTS OF CONTRACTOR

Upon demand by DISTRICT, CONTRACTOR shall make available to DISTRICT all documents in its possession related to the work accomplished or to be accomplished. This includes copies of documents prepared by CONTRACTOR or others in its possession. CONTRACTOR shall maintain in its possession all documents related to the Work for five (5) years after recordation of Notice of Completion.

1.3.1 The CONTRACTOR is required to provide the PM, the Inspector and the DISTRICT with copies of their Daily Reports to include the following information, but not limited to: the names of each employee on the project site every day, their craft, and the number of hours each employee spends on site each day, the equipment being used on site each day and the number of hours each piece of equipment is used and by whom, a description of the work performed by the CONTRACTOR each day in as much detail as required by the PM. The PM, DISTRICT and Inspector are to receive copies of the CONTRACTOR's Daily Reports on a daily basis during every working day of the CONTRACTOR's contract duration.

1.4 LEGAL REQUIREMENTS

1.4.1 CONTRACTOR shall keep informed of, and comply with, all Federal, State and County laws, ordinances, rules, and regulations applicable to the Work or to those engaged or employed in the Work of this Contract, especially (but not limited to) those laws relating to hours of employment, prevailing wages, payment of wages, sanitary and safety conditions for workers, workers' compensation insurance, type and kind of materials that can be used, non-discrimination in employment and affirmative action programs. Failure to identify a specific provision in these Contract Documents shall not excuse the

CONTRACTOR from complying with such applicable statutory requirements.

- 1.4.2** If conflict arises between provisions of the Contract Documents and any such laws, rules, or regulations, the CONTRACTOR shall notify the DISTRICT at once in writing. If, before receiving clarification, CONTRACTOR performs any portion of the Work affected by such apparent conflict, such performance shall be at CONTRACTOR's own risk. CONTRACTOR shall not be entitled to any additional compensation or time by reason of the conflict or its later correction.
- 1.4.3** All work and materials shall be in full accordance with the latest applicable (or otherwise noted) codes, rules, and regulations including, but not limited to, the following:
Uniform Building Code
Uniform Plumbing Code
Uniform Mechanical Code
Uniform Fire Code
State Fire Marshal
State Industrial Accident Commission's Safety Orders
Rules of Local Utilities
- 1.4.4** Nothing in the specifications is to be construed to permit work not conforming to the above, and expense incurred complying with the above shall be borne by the CONTRACTOR. Whenever the specifications and working details require higher standards than those required by the ordinances, codes and statutes, the specifications and working details shall take priority over the ordinances, codes and statutes.
- 1.4.5** By submitting a bid on this public works projects, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the CONTRACTOR and/or subcontractor do offer and agree to assign the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final acknowledgement by the parties.

1.5 STANDARD REFERENCES

- 1.5.1** All documents and publications (such as, but not limited to, manuals, handbooks, codes, standards, and specifications) which are cited in this Contract for the purpose of establishing technical (non-administrative) requirements applicable to equipment, materials, or workmanship under this Contract, shall be deemed to be incorporated herein as though fully set forth.
- 1.5.2** Whenever reference is made to any particular document or publication, the CONTRACTOR shall comply with the requirements set out in the edition specified in this Contract, or if not specified, the latest edition or revision thereof, in effect on the date of the solicitation of bid on this project, except as modified by, as otherwise provided in, or as limited to type, class, or grade, in the specifications of this Contract.

1.6 PERMITS, LICENSES, FEES & TAXES

- 1.6.1** CONTRACTOR shall obtain any required building permits. DISTRICT will pay for any required building permits. The CONTRACTOR shall obtain all other permits and licenses required for the Work, including excavation permit, plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the County. DISTRICT shall pay for all other

permits and licenses required for the Work.

Exclusive of off-site inspection specified herein to be the County's responsibility, the CONTRACTOR shall arrange and pay for all off-site inspection of the Work, including certification, required by the specifications, drawings, or by governing authorities.

- 1.6.2** Before Acceptance of the project by the DISTRICT, the CONTRACTOR shall submit all licenses, permits, and certificates of inspection to the DISTRICT.

DISTRICT shall pay for any necessary property assessments, sewer connection fees, utility fees, or any other special charges levied by public entities.

- 1.6.3 Sales and Payroll Taxes:** Each CONTRACTOR, subcontractor, and material dealer shall include in their bid all applicable taxes including but not limited to sales tax and payroll taxes required by law.

1.7 SEPARATE CONTRACTS

- 1.7.1** The DISTRICT reserves the right to perform work related to this project with its own forces, and to award separate contracts in connection with other portions of the project or other work on the site. The CONTRACTOR shall cooperate with others in the prosecution of all work and shall not interfere with material, appliances or workmen of the DISTRICT or any other contractor engaged by the County at the site of the Work. In case of disagreement regarding such use, the matter shall be referred to the DISTRICT whose decision relative to said use shall govern.
- 1.7.2** The CONTRACTOR shall afford the DISTRICT and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate CONTRACTOR's Work with the DISTRICT's and separate contractors.
- 1.7.3** If any part of the CONTRACTOR's Work depends for proper execution or results upon the work of the DISTRICT or any separate contractor, the CONTRACTOR shall inspect and promptly report to the DISTRICT any discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the CONTRACTOR to so inspect and report shall constitute an acceptance of the DISTRICT's or the separate contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other separate contractor's work after the execution of the CONTRACTOR's Work.
- 1.7.4** Should the CONTRACTOR cause damage to the work or property of any separate contractor on the Project, the CONTRACTOR shall, upon due notice, settle with such other contractor by agreement, if both will so settle. If such separate contractor sues the DISTRICT because of any damage alleged to have been so sustained, the CONTRACTOR agrees to indemnify and defend the DISTRICT in such proceedings with the DISTRICT retaining the right to select and hire independent counsel for the DISTRICT paid by the CONTRACTOR.
- 1.7.5** Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

1.8 DISTRICT'S AUTHORIZED REPRESENTATIVES: PROJECT MANAGER, MATERIAL TESTING COMPANY, AND PROJECT ENGINEER

1.8.1 Project Manager: The DISTRICT PM will act as its representative on site for the Project, and who will provide management of the work included in the Project.

The PM employed by the DISTRICT will be the authorized DISTRICT representative on site. All normal, daily communication between the DISTRICT and the CONTRACTOR will be through the PM.

1.8.2 Material Testing Company: The DISTRICT will provide a materials testing company for all testing required on the project. Required tests will be determined by the Inspector and shall be per the Contract Documents. One round of all required testing will be paid for by the DISTRICT. If any tests fail, CONTRACTOR must pay for the re-testing. Re-testing must be performed until test is passed, at CONTRACTOR's expense.

Material testing personnel are not authorized to make changes to the Contract Documents or to give direction directly to CONTRACTOR except in cases of emergency (when life safety is an issue).

1.8.3 Project Engineer: The DISTRICT has retained a PE for this project. The PE will advise and consult with the DISTRICT and will issue instructions through the PE. The PE will interpret the requirements of the Contract. When requested by the DISTRICT, the PE will, within fourteen (14) calendar days, render such interpretations as may be deemed necessary for the proper execution of the Work.

Staff from the PE's firm are not authorized to give direction directly to CONTRACTOR except in the case of an emergency (when life safety is an issue).

The PE shall not be responsible for means, methods, techniques, sequences, or procedures of construction nor for safety precautions and programs in connection with the Work, nor will the PA be responsible for the CONTRACTOR's failure to carry out the Work in accordance with the Contract Documents.

1.9 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the Work shall be purchased by CONTRACTOR or by any subcontractor subject to any chattel mortgage, conditional sale contract or other agreement by which an interest is retained by the seller.

1.10 ASSIGNMENT OF CLAIMS

In submitting a bid on this project, CONTRACTOR or any subcontractor or supplier agrees to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or a subcontract. This assignment shall be made and become effective at the time the DISTRICT makes final payment to CONTRACTOR without further acknowledgment by the parties.

ARTICLE 2 BONDS AND INSURANCE

2.1 BIDS OF \$25,000 OR LESS

If the total amount bid on the Work is \$25,000 or less, the payment bond and performance bond are not required, provided that one (1) payment of all compensation shall be made following

acceptance of all work.

2.2 BONDS

2.2.1 General Requirements: Before commencing any Work under this Contract, the **CONTRACTOR** shall file four (4) original copies of each bond with the DISTRICT. These bonds shall be in the amounts and for the purposes specified below. They shall be surety bonds issued by:

- i. Either a California Admitted Surety OR a current Treasury Listed Surety (Federal Register).

and

- ii. Either a current A.M. Best A:VIII (A:8) rated Surety OR an admitted surety insurer which complies with the provisions of the Code of Civil Procedure, § 995.660.

Should any surety or sureties upon said bonds or any of them become insufficient, CONTRACTOR shall renew said bond or bonds with good and sufficient sureties within ten (10) calendar days after receiving notice from the DISTRICT that the surety or sureties are insufficient. Cost of bonds shall be included in the bid price.

2.2.2 Performance Bond: The successful Bidder shall deliver to the DISTRICT an executed Performance Bond on the attached form in an amount equal to 100% of the accepted bid as security for the faithful performance of the Contract.

2.2.3 Payment Bond: The successful Bidder shall deliver to the DISTRICT an executed Payment Bond on the attached form in an amount equal to 100% of the accepted bid as security for the payment of all persons performing labor and furnishing materials in connection with the Work.

2.3 DEPOSIT OF SECURITIES: In accordance with Public Contract Code Section 22330 and other applicable law, CONTRACTOR may substitute securities for any moneys withheld to ensure performance under the contract. Any proposed substitution will be made only upon implementing agreements which have had the prior written approval of the DISTRICT.

2.4 INSURANCE REQUIREMENTS

The CONTRACTOR shall not commence work under this contract until it has obtained all the insurance required under this section, has satisfactory proof of such insurance has been submitted to the DISTRICT, and said insurance has been approved by the DISTRICT and its legal adviser. All insurance must be issued by companies properly licensed to issue such insurance in the State of California.

Except for Workers' Compensation Insurance, the DISTRICT (including its employees, agents and independent contractors) and the County of Riverside (including its Agencies, Districts, Special Districts, Districts, and their respective directors, Board of Supervisors, officers, employees, agents, elected or appointed officials, representatives and independent contractors) shall be named as additional insured. Thirty (30) days prior written notice shall be given of any modification, decrease or termination of the CONTRACTOR's insurance coverage.

The CONTRACTOR shall not allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained.

The following insurance is required:

2.4.1 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the DISTRICT, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

2.4.2 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the DISTRICT and the County, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Directors, employees, elected or appointed officials, agents or representatives as additional Insureds.

Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

2.4.3 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT and the County, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

2.4.4 General Insurance Provisions - All lines:

2.4.4.1 Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A:VIII(A:8) unless such requirements are waived, in writing, by the County's Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one (1) policy term.

2.4.4.2 The CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the County's Risk Manager, CONTRACTOR's carriers shall either a) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

2.4.4.3 CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the DISTRICT with either a) a properly executed original Certificate(s) of

Insurance and certified original copies of Endorsements effecting coverage as required herein, and b) if requested to do so orally or in writing by the County's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect.

Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the* DISTRICT has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for each policy and the Certificate of Insurance.

- 2.4.4.4** It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the DISTRICT or the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 2.4.4.5** If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein; if, in the County's Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 2.4.4.6** CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 2.4.4.7** The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.
- 2.4.4.8** CONTRACTOR agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

2.5 INDEMNITY AND HOLD HARMLESS

- 2.5.1** CONTRACTOR agrees to and shall indemnify and hold the DISTRICT and County, its Directors and Officers, Special Districts, Districts, Board of Supervisors, Board of Directors, elected officials, employees, agents and representatives free and harmless from any and all claims, actions, damages and liabilities of whatsoever kind and nature arising from death, personal injury, property damage or other cause asserted or, based upon any act or omission of CONTRACTOR, its employees, agents, invitees, or any subcontractor of CONTRACTOR relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement, regardless of the existence or degree of fault or negligence on the part of the DISTRICT and/or the County or any officer or employee of said DISTRICT or County, other than the sole active negligence or willful misconduct of the DISTRICT or County, its Directors and Officers, Districts, Districts, Special Districts, Board of Supervisors elected, officials, employees, agents or representatives. As part hereto of the foregoing indemnity, CONTRACTOR agrees to protect and defend at its own expense, including attorneys' fees, the DISTRICT and the County, its Directors and Officers, Departments, Districts, Special Districts, Board of Supervisors, Board of Directors, elected officials, employees, agents or representatives from any and all legal action based upon any acts or omissions, as stated hereinabove, by any person or persons.
- 2.5.2** If any such claim, action, or proceeding is brought against the DISTRICT, the County or County's officers, agents, employees, or independent contractors, CONTRACTOR, upon notice from the DISTRICT or County, shall defend the same at CONTRACTOR's expense by counsel satisfactory to County.
- 2.5.3** The DISTRICT and/or the County shall promptly notify CONTRACTOR of any claim, action, or proceeding against DISTRICT, County or County's officers, agents employees, independent contractors, and consultants relating to the performance, or omission to perform, any term or condition of this Contract. DISTRICT and County shall cooperate fully in the defense of such claim, action, or proceeding.
- 2.5.4** DISTRICT and/or County shall not be liable or responsible for any accident, loss or damage occurring to the Work prior to the completion and acceptance of same, unless otherwise specifically agreed to at the time of occupancy by the DISTRICT and the County.

ARTICLE 3 SITE CONDITIONS

3.1 DIFFERING SITE CONDITIONS

- 3.1.1** The CONTRACTOR shall have reviewed and ascertained pertinent local conditions such as location, accessibility, and general character of the site and satisfy himself as to the conditions under which the Work is to be performed. No claim for allowances shall be made because of CONTRACTOR's error or negligence in acquainting himself with the conditions at the site.
- 3.1.2** The CONTRACTOR shall carefully study and compare the Contract Documents with each other and with information furnished by DISTRICT. The CONTRACTOR shall promptly report in writing to DISTRICT any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable code requirements observed by CONTRACTOR.
- 3.1.3** If CONTRACTOR performs any construction activity which it knows or should know

involves an error, inconsistency, or omission without notifying and obtaining the written consent of DISTRICT, CONTRACTOR shall be responsible for the resultant losses, including, without limitation, the costs of correcting defective work.

- 3.1.4 The DISTRICT will furnish surveys necessary to properly locate the property and establish the boundaries thereof with general reference points as well as to enable the CONTRACTOR to proceed with the Work.
- 3.1.5 The CONTRACTOR shall provide competent engineering services to lay out the Work, horizontally and vertically, and all parts thereof, and to establish all grades and elevations in accordance with the Contract requirements. He shall verify the figures shown on the survey and approach drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.
- 3.1.6 The CONTRACTOR shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the written approval of the DISTRICT. Any benchmarks or monuments that are lost or destroyed shall be replaced by the CONTRACTOR subsequent to notification and approval from DISTRICT.

3.2 **SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

The CONTRACTOR acknowledges by submission of his/her bid that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including any exploratory work deemed necessary by the CONTRACTOR. Any failure of the CONTRACTOR to take the actions described and acknowledged in this paragraph will not relieve the CONTRACTOR from responsibility for estimating the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the DISTRICT.

3.3 **DIMENSIONS AND MEASUREMENTS**

All dimensions shown for existing conditions and all dimensions required for work that is to connect with work now in place shall be verified and calculated by the CONTRACTOR by actual measurement of the existing work. Any discrepancies between the Contract Documents and the existing conditions shall be referred to the authorized representative of the DISTRICT before any work affected thereby has been performed. Failure to notify the DISTRICT before starting work will be considered acceptance by the CONTRACTOR. Where doubts as to dimensions exist, DISTRICT shall determine the correct dimensions.

ARTICLE 4 CONTRACT DURATION – PERIODS OF PERFORMANCE

The CONTRACTOR shall commence work within fifteen (15) calendar days of its receipt of the Notice to Proceed (NTP) and complete construction within one hundred twenty (120) calendar days after its receipt of said NTP.

ARTICLE 5 SCHEDULES

5.1 **SCHEDULE OF VALUES (SOV)**

During the First Period of Performance CONTRACTOR shall submit to PM a draft SOV within five (5) calendar days of receipt of the NTP. The PM and the PE will review the draft SOV and give comments to the CONTRACTOR within three (3) working days. CONTRACTOR will revise the SOV as necessary to obtain approval from the PM and PE.

The SOV shall be based on the Bid Form and Construction Specifications Institute (CSI) divisions found in the technical specifications. Separate line items that do not have CSI numbers in the technical specifications may be used for breaking down large sections of the Work into smaller sections. The SOV shall be broken down into easily quantifiable line items, in a format acceptable to the DISTRICT. Each line item in the SOV shall be assigned a quantity and lump sum price. The SOV shall be provided in the required amount of detail, as determined by the DISTRICT. **The unit prices provided in the SOV shall be the basis for payment and the established unit prices shown in the SOV shall be the basis for all change orders.**

5.2 CONSTRUCTION SCHEDULE (CS)

5.2.1 The CONTRACTOR shall submit to PM a draft CS within five (5) calendar day of receipt of the NTP. PM and PE will review the CS and give comments to the CONTRACTOR within three (3) working days. CONTRACTOR will revise the CS as necessary to obtain approval from the PM and PE.

The schedule shall be in the form of a critical path method (CPM) schedule of suitable scale (per the DISTRICT) to indicate appropriately the percentage of work scheduled for completion by any given date during the period. **The line items of the CS must agree with the line items of the SOV.**

Any proposed early completion date shall show the difference between that date and the contract completion date as float, **which shall belong to both the DISTRICT and CONTRACTOR.** The CONTRACTOR shall submit all schedules in the current version of Microsoft Project. CONTRACTOR shall also prepare and submit a two-week, look-ahead schedule at each weekly project progress meeting. The two-week, look-ahead schedule shall show, in detail, the upcoming work activities for the next two (2) weeks.

5.2.2 If, in the opinion of the PM or the PE, the CONTRACTOR falls behind the approved schedule, the CONTRACTOR shall take steps necessary to improve its progress without additional cost to the DISTRICT. This shall include, but not be limited to, working overtime, working weekends, and using additional crews. Upon written request by the DISTRICT the CONTRACTOR shall, within five (5) calendar days of the request, submit a recovery schedule to the PM for review and approval. The recovery schedule shall detail all steps taken to recover the schedule to its original completion date.

5.3 LONG LEAD ITEM SCHEDULE (LLS)

Within eight (8) calendar days after CONTRACTOR's receipt of the NTP, CONTRACTOR will meet with the PM and the PE and determine which items will be considered long lead items. The CONTRACTOR will be responsible to set up this meeting. The standard to be used to determine long lead items will be any material that takes more than three (3) weeks to order.

Within the first ten (10) calendar days after CONTRACTOR's receipt of the NTP, CONTRACTOR will submit a draft LLS. The LLS shall be based on the draft CS. The LLS shall be an Excel document listing each long lead item and having columns for: Technical Submittal Approval Deadline, Shop Drawing Submittal Approval Deadline, Order Deadline and Delivery Deadline.

PM and PE will review the LLS and give comments to the CONTRACTOR within three (3) working days. CONTRACTOR will revise the LLS as necessary to obtain approval from the PM and PE.

The anticipated lead time for each long lead item will be provided by the CONTRACTOR's material supplier **in writing**. The statement from the material supplier will be stated in the

following form: “ _____ Co. (the supplier) anticipates that _____ (product) will be available for delivery to the job site within _____ weeks from the date of order.” The statement is not meant as a guarantee but as an estimate.

The CONTRACTOR will be required to provide proof that long lead items have been ordered. The proof will be a copy of the receipt from the material supplier showing that the down payment was made, that the order was placed and giving an anticipated delivery date.

The CONTRACTOR is responsible to determine what is a realistic time frame to provide shop drawings and when long lead items shall be needed on the job site. CONTRACTOR shall be required to make all submittals for long lead items per the LLS. Submittal of long lead item shop drawings and proof of long lead item orders shall be line items on CONTRACTOR's pay application. If shop drawings submittals are not made and proof of orders are not submitted as required by the LLS the payment application will be deemed incomplete and the DISTRICT will not accept it for processing.

ARTICLE 6 SPECIFICATIONS AND DRAWINGS

6.1 CORRELATION AND INTENT OF CONTRACT DOCUMENTS: Anything called for in one section of the Contract Documents and not called for in others shall be of like effect as if required and called for by all sections.

6.1.1 Discrepancies: Whenever a discrepancy or inconsistency is found to exist in the Contract Documents, it is the duty of the party discovering it to immediately advise the PM of its existence.

6.1.2 Conflicts Between Contract Documents: In case of conflicts between the Contract Documents, the order of precedence shall be as follows. Order of precedence, in this case, applies to the Project contract documents since both sets are part of the Contract Documents for this project.

1. Modifications or changes last in time are first in precedence
2. Addenda
3. DISTRICT-CONTRACTOR agreement
4. General Conditions
5. Technical Specifications (Special Provisions)
6. Drawings – if conflict exists between dimensions given on drawings and the scaled measurements, the dimensions shall govern, such as between large-scale drawings and small-scale drawings, the larger scale shall govern
7. If conflict exists between the two (2) project documents included in the Contract Documents, CONTRACTOR is to ask for clarification
8. Architectural drawings
9. Mechanical drawings
10. Electrical drawings
11. If conflict arises between detailed drawings and typical details bound within the specifications, the detailed drawings govern
12. Applicable County standards unless modified by the Contract Documents
13. Shop drawings
14. In the event provisions of codes, safety orders, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern
15. Schedules shown on the drawings take precedence over conflicting information given on drawings

- 6.2 TECHNICAL SPECIFICATIONS (SPECIAL PROVISIONS):** Technical specifications are produced by the design team. They describe submittals that are required, the materials to be used, and the quality of materials to be used, their proper storage, installation, and execution. They state required testing for each material requiring testing.

Technical specifications are most commonly organized according to the CSI numbering system.

- 6.3 STANDARD SPECIFICATIONS:** The work shall be done in accordance with applicable parts of the 2009 edition of the "Standard Specifications for Public Works Construction" (also known informally as the "Green Book"), as published by Building News, Inc., 3055 Overland Avenue, Los Angeles, California 90034. These provisions shall be referred to as the "Standard Specifications". In case of conflict between the Standard Specifications and these Contract Documents, the provisions of the Contract Documents shall control.

- 6.4 COPIES OF CONTRACT DOCUMENTS:** The DISTRICT will furnish CONTRACTOR with five (5) complete sets of the Contract Documents. Additional sets will be provided to the CONTRACTOR at the cost of reproduction. CONTRACTOR must have one (1) complete set of Contract Documents present at the job site at all times.

- 6.5 CAPTIONS:** Captions used in the Contract Documents are for convenience purposes only, and do not modify the terms or requirements of the Contract Documents.

- 6.6 AS-BUILT DRAWINGS:** CONTRACTOR shall provide and maintain an up-to-date set of as-built plans on site during the course of construction. PM and Inspector shall verify that as-built drawings are up-to-date before signing any pay applications. Pay applications may not be signed by PM and Inspector unless as-built drawings are up-to-date.

Concurrently with completion of the work, CONTRACTOR shall deliver to DISTRICT one (1) complete set of plans correctly depicting the work as-built. The as-built information shall be on one of the five (5) sets of drawings provided to the CONTRACTOR by the DISTRICT at the commencement of work. All work that differs from the Contract Documents shall be marked clearly on the as-built drawings. Wherever appropriate, as-built information shall be dimensioned accurately and clearly. The as-built plans shall be accompanied by CONTRACTOR's certificate that they accurately depict the work as-built.

Whenever changes in the work mean that the Contract Documents do not accurately describe a particular portion of the work as to actual construction, compaction, tolerance, performance standards, tests, or similar matters, CONTRACTOR shall prepare and submit to DISTRICT appropriate supplemental documentation concurrently with completion of the work.

As-built information shall be put into the electronic files by the firm responsible for the design of the project.

ARTICLE 7 SUBMITTALS AND RFIS

7.1 SUBMITTALS

Submittal Requirements: CONTRACTOR shall submit, for approval by the DISTRICT, product samples and technical data as required by the Contract Documents, or as requested by the DISTRICT. No work shall be initiated or fabricated by CONTRACTOR until written DISTRICT approval has been given.

CONTRACTOR shall submit a list of all **long-lead items**. See Section 5.3 Long Lead Items

Schedule (LLS).

The CONTRACTOR shall make all submittals within three (3) weeks of receipt of NTP.

Five (5) sets of submittals shall be submitted by the CONTRACTOR to the PM accompanied by a transmittal giving a detailed list of material submitted, indicating the CSI division number, the date and means by which submittal was made.

Submittals shall be complete. **NO PARTIAL SUBMITTALS WILL BE ACCEPTED.** Submittals are defined in each technical submittal section. A complete submittal is one which contains all of the elements required in the technical submittal section.

NO BUNDLED SUBMITTALS WILL BE ACCEPTED. Submittals shall be made by individual CSI division number or by individual material name if no CSI number is given in the technical specifications. Technical submittals from more than one (1) CSI division number or for more than one (1) building material may not be combined into one (1) submittal. Each material must have its own submittal.

All pieces of a submittal shall be marked with the name of the project and with the CSI division number. They shall bear a stamp from the CONTRACTOR, signed and dated. Submittals without a transmittal, project name, CSI division number and/or CONTRACTOR's stamp shall be rejected as incomplete.

CONTRACTOR's stamp indicates that the CONTRACTOR has reviewed the submittal, it is complete, and to the best of CONTRACTOR's knowledge, correct.

Submittals shall be reviewed by the PE within fourteen (14) calendar days from the date that the PA receives the submittals.

If the submittals vary, in any way, from the requirements of the Contract Documents, CONTRACTOR shall make specific mention of such variation on the transmittal and/or in the submittal documents. CONTRACTOR will not be relieved of responsibility for executing the work in accordance with the Contract Documents even though such submittals have been approved.

Approval by DISTRICT of submittals will be general and, except as provided above, shall not be construed as: (1) permitting any departure by CONTRACTOR from the project requirements; (2) relieving CONTRACTOR of the responsibility for any error in details, dimensions or otherwise that may exist; or (3) approving departures from additional details or instructions previously furnished by DISTRICT.

If submittals are regularly being found to be stamped with the CONTRACTOR's stamp but are incomplete or bundled, not in agreement with the Contract Documents, and/or incorrect in other ways, the CONTRACTOR will be charged by the PM to re-review all submittals of this nature using the PM's standard hourly rate. In this case the project manager shall submit a bill to the CONTRACTOR and to the DISTRICT. The bill will be paid by the DISTRICT who will deduct the amount from the CONTRACTOR's monthly payment application amount and pay the PM directly.

The PE will have three (3) weeks from the date of receipt of all technical submittals to review and return them. The CONTRACTOR will have ten (10) calendar days to resubmit all "Rejected" or "Revise and Resubmit" submittals from the date of CONTRACTOR's receipt. The monthly payment applications will include a line for approval of PM stating that timely submittal (or resubmittal) of technical submittals is occurring. If CONTRACTOR does not

meet the ten (10) calendar day deadline for resubmittal of all technical submittals, project manager and/or DISTRICT representative will not approve the monthly pay application until the situation is remedied.

7.2 SUBSTITUTIONS: Substitution requests will ONLY be accepted at the pre-construction conference. Substitution requests will comply with the requirements of this section or they will be rejected.

Substitution requests have the same requirements as any submittal. Additionally, CONTRACTOR will provide:

1. The reason CONTRACTOR wishes to make the substitution;
2. The difference, if any, in cost to the CONTRACTOR backed up by statements from suppliers;
3. A list of materials that directly interface with the material that is requested to be substituted;
4. A written analysis, by the CONTRACTOR, of how the requested substitution will affect the interface of the product with the materials with which it interfaces;
5. Backup technical information from manufacturers for any claims made in "4" above; and
6. Technical data from the manufacturer giving all relevant properties of the product.

If a product is discontinued during the course of the project and a substitution must be found, PM will request a substitution packet be submitted in writing. The substitution packet shall follow all requirements of this section.

If a proposed substitution requires a substantial revision of the Contract Documents in order to accommodate its use, it will not be considered.

7.3 SHOP DRAWINGS: CONTRACTOR shall submit, for approval by the DISTRICT, shop drawings required by the Contract Documents, or such drawings that may be requested by the DISTRICT. No work shall be initiated or fabricated by CONTRACTOR until written DISTRICT approval has been given.

Five (5) sets of shop drawings shall be submitted by the CONTRACTOR to the PM accompanied by a transmittal giving a detailed list of the drawings submitted, the date and means by which they were submitted, and the CSI Division number. Drawings shall be complete in every respect and bound in sets. Drawings shall be marked with the name of the project, the CSI division number, and shall be numbered consecutively.

Shop drawings shall bear a stamp from the CONTRACTOR and be signed and dated. The stamp indicates that the CONTRACTOR has reviewed the drawings and that, to the best of their knowledge, the drawings are correct. CONTRACTOR shall submit shop drawings according to the submittal schedule and in enough time to allow fourteen days review time by the DISTRICT and ample lead time for the product to be manufactured and delivered to the site on time.

If the shop drawings show variations from the requirements of the Contract Documents, CONTRACTOR shall make specific mention of such variations on the transmittal. CONTRACTOR will not be relieved of responsibility for executing the work in accordance with the Contract Documents even though such shop drawings have been approved.

Approval by DISTRICT of shop drawings will be general and, except as provided above, shall not be construed: (1) as permitting any departure by CONTRACTOR from the project requirements; (2) as relieving CONTRACTOR of the responsibility for any error in details,

dimensions or otherwise that may exist; or (3) as approving departures from additional details or instructions previously furnished by DISTRICT.

If shop drawings are regularly being found to be stamped with the CONTRACTOR's stamp but are incomplete or bundled, not in agreement with the Contract Documents, or incorrect in other ways, the CONTRACTOR will be charged by the PM to re-review all shop drawings of this nature using the PM's standard hourly rate. In this case the PM shall submit a bill to the CONTRACTOR and to the DISTRICT. The bill will be paid by the DISTRICT by deducting the billed amount from the CONTRACTOR's monthly payment application amounts and paying the amount directly to the PM.

- 7.4 BRAND NAME OR TRADE NAME—SUBSTITUTION OF EQUALS:** Whenever any materials, product, thing or service is specified by brand or trade name, the specified name shall be deemed to be followed by the words "or equal" except where the product is designated to match other products and is so specified. If CONTRACTOR wishes to substitute an "or equal" for a brand or trade named product, CONTRACTOR must submit a substitution request per SUBSTITUTION section.

ARTICLE 8 CHANGES TO CONTRACT

- 8.1 REQUESTS FOR INFORMATION (RFIs):** The CONTRACTOR will use the DISTRICT's RFI form.

Whenever the CONTRACTOR submits an RFI the CONTRACTOR is REQUIRED to suggest a solution to the problem or an answer to the question. RFIs without this information will be returned to the CONTRACTOR as incomplete.

The DISTRICT, the PE, and/or the PM, will furnish answers to the CONTRACTOR's questions asked in the RFIs. Further detailed explanations, instructions and/or drawings may also be provided by the PE or PM in response to RFIs. The PE, and/or the PM will answer RFIs within fourteen (14) calendar days of receipt of RFI by PM. PE and/or PM may make minor changes to the work that do not involve extra cost or time and are not inconsistent with the Contract Documents.

CONTRACTOR's acting on explanations, instructions and drawings means that CONTRACTOR agrees that such explanations, instructions and drawings are within the scope of the work and in accordance with the intent of the Contract Documents as to price and time.

If there is cost or time impact resulting from DISTRICT's response to an RFI, CONTRACTOR must indicate that this is the case by amending the RFI. To amend the RFI CONTRACTOR must check the "Extra Cost Associated with this RFI" and/or the "Additional Time Associated with this RFI" box(es) on the RFI form and date the form in the space provided for it. The RFI form must then be resubmitted to the project manager.

The CONTRACTOR will have one (1) calendar week or seven (7) calendar days from the submittal date of such an amended RFI to submit a Request for Change Order (RFCO) to the PM. The RFCO must reference the RFI number in the space provided for this information. **CONTRACTOR MUST SUBMIT AN RFCO WITHIN THE STIPULATED TIME PERIOD. IF CONTRACTOR DOES NOT SUBMIT THE RFCO WITHIN THE REQUIRED TIME PERIOD, CONTRACTOR WAIVES ANY RIGHT IT MAY HAVE TO ADDITIONAL PAYMENT. IF CONTRACTOR DOES NOT SUBMIT THE RFCO WITHIN THE REQUIRED TIME PERIOD CONTRACTOR WAIVES ANY RIGHT IT MAY HAVE TO ADDITIONAL TIME.** Failure to submit an RFCO does NOT relieve the CONTRACTOR of the responsibility to perform the work described in the RFI.

- 8.2 Field Orders (FOs):** The PM and PE may issue clarifications that do not have a time or cost impact to the Work. The FO may have attachments, as required.

CONTRACTOR's acting on explanations, instructions and drawings means that CONTRACTOR agrees that such explanations, instructions and drawings are within the scope of the work and in accordance with the intent of the Contract Documents as to price and time.

8.3 CONTRACTOR'S REQUEST FOR CHANGE ORDERS (RFCOs) AND CHANGE ORDERS (COs):

8.3.1 CONTRACTOR'S RFCOs: Whenever, in DISTRICT's judgment, the Work (cost or duration) described by the Contract Documents should be altered, added to or deducted from, the DISTRICT will authorize the PM to request, in writing, an RFCO from the CONTRACTOR.

If there are existing conditions or if CONTRACTOR is impacted by unforeseeable causes beyond the control of, and without the fault or negligence of CONTRACTOR, that will cause cost impact to the CONTRACTOR, he may, within ten (10) calendar days from the discovery of such causes, submit to the DISTRICT, through the project manager, an RFCO. DISTRICT may request that the CONTRACTOR issue an RFCO. **Unless such notice is given to the DISTRICT by the CONTRACTOR in the form of an RFCO, within ten (10) calendar days of discovery, CONTRACTOR waives any right it may have to additional payment.**

Mark-ups allowed for additional work:

1. CONTRACTOR will be allowed to mark up their change order work by 15%. 10% is for profit and 5% is for overhead for a total of 15%.
2. Time and Materials: Payment for time and materials will be based on the following:
 - a. Labor: Negotiated labor rate plus 15% overhead and profit;
 - b. Material: actual invoice amount plus 15%;
 - c. Equipment: equipment rate plus 15%;
 - d. Subcontractor work: subcontractor actual amount plus 5%. Subcontractor is allowed 10% overhead and profit; and/or
 - e. Bond premium increases shall be 1.5%.

NOTE: DISTRICT is allowed to deduct work from the contract with no penalty to the DISTRICT and without charge by the CONTRACTOR.

The RFCO will be submitted to the PM who will check that:

1. The RFCO is filled in completely.
2. Backup is provided as follows:
 - a. For all material in the form of a quote from CONTRACTOR's supplier.
 - b. Manufacturer's data is provided that gives a thorough description of the product proposed such as that provided for a submittal and following the requirements of a submittal (if CONTRACTOR has not already made a technical submittal for the product).
 - c. Labor hours broken down by job description, number of hours, equipment operated and number of hours equipment will be operated.
 - d. **CONTRACTOR must indicate why work warranting additional time requested, if any, cannot be performed concurrently with other work.** In other words, if work is not part of the Critical Path additional time will not

be allowed for it. Additional time requested must coincide with labor breakdown.

3. The hours and cost associated with the RFCO are within reason according to the PM.

Once the PM has reviewed the RFCO per items 1-3 above and verifies that RFCO is complete and correct, PM will present RFCO to the DISTRICT for approval. PM will inform the DISTRICT if he/she agrees or disagrees with the cost and/or time requested.

NO WORK THAT IS BASED ON AN RFCO MAY BE PERFORMED UNTIL A CO IS WRITTEN AND HAS BEEN EXECUTED BY BOTH PARTIES.

- 8.3.2 Change Order (CO):** A CO is an amendment to the agreement between the DISTRICT and the CONTRACTOR. It may alter the cost and/or the duration of the agreement. The DISTRICT representative will issue five (5) copies of a CO when DISTRICT believes that a CO is warranted. CONTRACTOR shall promptly sign the five (5) copies of the CO. DISTRICT will submit the five (5) copies of the CO to the appropriate County party for execution. **NO WORK THAT IS CONTAINED IN A CO MAY BE PERFORMED BY THE CONTRACTOR UNTIL THE CO HAS BEEN FULLY EXECUTED BY BOTH PARTIES.**

All work done pursuant to a CO shall, except as provided in a particular CO, be done in accordance with relevant portions of the Contract Documents. Each CO shall be considered as an amendment to the Contract Documents. This section does not limit the ability of the DISTRICT to issue further detail drawings, explanations and instructions that are customarily given by DISTRICT during the course of the work and that do not increase the cost of the project.

The DISTRICT may negotiate the cost/time assigned to a CO with the CONTRACTOR directly or through the PM. The DISTRICT and the CONTRACTOR shall agree, before any work pursuant to a CO is accomplished, as to whether the contract price should be modified or the time for completion for the work should be altered by reason of the CO. The Parties agree to negotiate in good faith as to such matters.

Failure to agree to time or price of a CO does not affect CONTRACTOR's duty to promptly comply with an issued CO. If such a disagreement exists, the CONTRACTOR will be allowed 50% of the time and cost requested by the CONTRACTOR in the CO. Remaining cost and time impact will be the subject of a formal claim pursuant to the Dispute article.

In cases where the DISTRICT and the CONTRACTOR do not agree that a CO is needed, CONTRACTOR shall proceed with the work and submit a formal claim pursuant to the Dispute article.

- 8.4 DAMAGES:** CONTRACTOR acknowledges that failure to perform in strict accordance with the Contract Documents will cause DISTRICT to suffer special damages in addition to cost of completion of the work. Such special damage could include, but is not limited to, loss of revenue, lease rental cost, additional salaries and overhead, interest during construction, additional engineering, inspection expenses, and cost of maintaining or constructing required or alternate facilities.

ARTICLE 9 LIQUIDATED DAMAGES AND TIME EXTENSIONS

9.1 LIQUIDATED DAMAGES:

It is agreed by the parties to the contract that time is of the essence and in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the DISTRICT and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the DISTRICT will sustain in the event of, and by reason of, such delay. Therefore, it is agreed the successful bidder shall pay to the DISTRICT, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of **five hundred dollars (\$500.00)** per calendar day for each and every calendar day that delivery of complete project is in excess of the contract time stipulated. It is further agreed that in the event such damages are sustained by the DISTRICT, the DISTRICT shall deduct the amount thereof from any moneys due or that may become due the vendor under the contract.

9.2 UNAVOIDABLE DELAYS

9.2.1 Time Extension:

9.2.1.1 The CONTRACTOR will be granted an extension of time for completion of the Work beyond that named in the Contract Documents, for delays that may result through causes beyond the control of the CONTRACTOR and that could not have been avoided by the exercise of care, prudence, foresight, and diligence. The appropriate extension of time shall constitute full compensation. Costs associated with extended overhead will not be considered.

9.2.1.2 If the CONTRACTOR is allowed extensions of time in which to complete the Work equal to the sum of all unavoidable delays, plus any adjustments of contract time due to contract COs, during such extension time liquidated damages shall not be charged to the CONTRACTOR.

9.2.1.3 Unavoidable delays within the meaning of this section shall be those caused by Acts of God, acts of the public enemy, fire, epidemics, or strike. There will be no liquidated damages for delays as described within this paragraph.

9.2.1.4 Delays in the performance of parts of the work that may in themselves be unavoidable, but do not necessarily prevent or delay the performance of critical activity(s) while the activity(s) is on the Critical Path, will not be considered as unavoidable delays within the meaning of the contract and shall not be the basis of a claim for delay.

9.2.2 Weather: Inclement weather shall not be a prima facie reason for granting a time extension. The CONTRACTOR shall make every effort to continue work under prevailing conditions. However, if the inclement weather prevents the CONTRACTOR from beginning at the usual starting time, or prevents the CONTRACTOR from proceeding with seventy-five percent (75%) of the normal labor and equipment force towards completion of the day's current Critical Path activities (shown on the most current, and accepted schedule update) for a period of at least five (5) hours, and the crew is dismissed as a result thereof, the DISTRICT will designate such time as unavoidable delay and grant a one (1) calendar day, non-compensable, time extension.

9.2.3 Notice of Delays:

9.2.3.1 Whenever the CONTRACTOR foresees any delay in the performance of a Critical Path work activity, and in any event immediately upon the occurrence of any delay that he regards as an unavoidable delay, the CONTRACTOR shall notify the DISTRICT in writing of such delay and its cause; in order that the DISTRICT may take immediate steps to prevent, if possible, the occurrence or

continuance of the delay; and may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby.

9.2.3.2 After the completion of any part or the whole of the Work, the DISTRICT, in calculating the amount due the CONTRACTOR, will assume that any and all delays that have occurred have been avoidable delays, except such delays as shall have been called to the attention of the DISTRICT at the time of their occurrence and found by the DISTRICT to have been unavoidable as substantiated by a CO. The CONTRACTOR shall make no claims that any delay not called to the attention of the DISTRICT at the time of its occurrence has been an unavoidable delay.

9.3 REQUEST FOR TIME EXTENSION: In the event the CONTRACTOR requests an extension of contract time for unavoidable delay, justification shall be submitted to the project manager no later than seven (7) calendar days after the initial occurrence of any such delay using an RFCO. When requesting time for proposed COs, the request(s) must be submitted on the RFCO form with full justification. If the CONTRACTOR fails to submit justification, he shall waive his right to a time extension at a later date. Justification must be based on the currently accepted contract schedule Critical Path as updated at the time of occurrence of delay or execution of work related to any change(s) in the scope of work. The justification must include a schedule, including, but not limited to, the following information:

1. The duration to perform the activity relating to the change(s) in the work and the resources (manpower, equipment, material, etc.) required to perform these activities within the stated duration.
2. Logical activity ties (to the project construction schedule Critical Path) for the proposed changes and/or delay showing the activity(s) in the schedule whose start or completion dates are affected by the change and/or delay.

The DISTRICT, after receipt of such justification and supporting evidence, shall make its finding of fact. The DISTRICT's decision shall be final and conclusive and the DISTRICT will advise the CONTRACTOR in writing of such decision. If the DISTRICT finds that the CONTRACTOR is entitled to any extension of Contract time, the DISTRICT's determination as to the total number of days of extension shall be based upon the latest updated version of the approved contract schedule.

In the event the CONTRACTOR disagrees with the DISTRICT's decision, the CONTRACTOR shall be required to submit a claim pursuant to the DISPUTE article.

ARTICLE 10 PAYMENT TO CONTRACTOR

Payment to CONTRACTOR: CONTRACTOR will use the payment application approved by the DISTRICT similar to Exhibit 2 of the Request for Bids. It will contain signature lines for:

1. Project Manager;
2. Inspector;
3. Project Engineer; and
4. CONTRACTOR (CONTRACTOR's signature must be notarized).

Additionally, payment application will have lines for PM, Inspector and DISTRICT sign-off, or approval, verifying that the submittal of updated construction schedule, as-built drawings, various technical submittals, long lead item submittal documents, RFCOs and other required documents

relating to the month have been made. See clauses contained in these general conditions for identification of these documents. Payment applications will be unique to each month. DISTRICT will provide monthly payment applications one month before they are needed by the CONTRACTOR.

CONTRACTOR may submit payment applications to the PM each month. CONTRACTOR, PM and Chief Inspector will agree on percentage complete of each schedule of values line item. Progress payments will be made to CONTRACTOR approximately monthly in the amount of 90% of the value of labor expended upon and materials incorporated into the work, or delivered for incorporation into the work. **The risk of loss of stored material lies with CONTRACTOR.**

Project manager may not accept payment applications until the CONTRACTOR's schedule and as-built drawings have been updated. As-built drawings must be approved each month by the Inspector.

The PM has the option to accept material on site and authorize payment to the CONTRACTOR for said material before it is installed. **Risk of loss of stored material still lies with CONTRACTOR.**

Once the DISTRICT approves the monthly payment application the monthly progress payment due the CONTRACTOR shall be paid. When CONTRACTOR accepts the monthly payment it will serve as acknowledgement by the CONTRACTOR that the monthly payment is correct and acceptable to the CONTRACTOR.

DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or any part of any payment to CONTRACTOR to such extent as may be necessary to protect the DISTRICT on account of any of the following: defective work; claims filed, or reasonable evidence indicating probability of filing of claims; failure of CONTRACTOR to make payments properly to a subcontractor or supplier; a reasonable doubt that the project can be completed for the balance then unpaid; damage to another contractor or person or property; or default of CONTRACTOR in the performance of the terms of the Contract Documents.

After the work is complete in every respect and the DISTRICT has accepted the work (subject to any legal requirements), CONTRACTOR will be paid the retention sum of 10%, less any sums due or to become due to DISTRICT, thirty-five (35) days after the recordation of the Notice of Completion.

ARTICLE 11 INSPECTION OF MATERIALS AT THE SOURCE

Unless otherwise specified, inspection is required at the source for materials and fabricated items such as (but not necessarily limited to: bituminous paving mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar ship or plant operations. Steel pipe in size less than eighteen (18) inches, vitrified clay, asbestos-cement and cast-iron pipe in all sizes are acceptable upon certification as to compliance with the Contract Documents, subject to sampling and testing by DISTRICT. Standard items of equipment such as electric motors, pumps, and plumbing fixtures are subject to inspection at the job site only. Special items of equipment such as designed electrical panel boards or large pumps are subject to inspection at the source.

When CONTRACTOR intends to purchase materials, fabricated products, or equipment from sources located outside the jurisdictional area of DISTRICT, the following applies at DISTRICT's option:

1. Should DISTRICT elect to make its own inspection at the source, the salaries for DISTRICT personnel on an 8-hour day and 40-hour week, and costs for normal commuting mileage, will be paid by DISTRICT. CONTRACTOR shall reimburse DISTRICT at rates established by DISTRICT for all costs in excess of the foregoing that arise from providing inspection service.

2. When DISTRICT does not elect to make its own inspection at the source, an inspector or accredited testing laboratory approved by the DISTRICT shall be engaged by CONTRACTOR, at CONTRACTOR 's expense, to inspect the materials, equipment, or process. This approval shall be obtained before producing any material or equipment. The inspector or representative of the testing laboratory shall judge the materials by the requirements of the Contract Documents and shall forward reports required by the DISTRICT.

Before incorporation into the work, CONTRACTOR shall make submittals as required per "Submittals" section, at no cost to DISTRICT. Unless otherwise provided, all testing shall be performed under the direction of DISTRICT.

CONTRACTOR shall notify DISTRICT in writing, within the submittal package of its intention to use materials for which tests are required, to allow sufficient time to perform the tests.

The work covered in the Contract Documents shall be subject to inspection and approval by all applicable governmental authorities. The CONTRACTOR shall be required to furnish, at its own expense for the approval of all applicable governmental authorities, such samples, shop drawings and patterns as may be required for completion and approval of the work, and all work shall be in accordance therewith.

The Inspector will be the authority regarding which materials need testing and/or inspection. The Inspector will determine the appropriate reference standard to use for testing if it is not stated in the Contract Documents.

ARTICLE 12 PERFORMANCE

- 12.1 PRECONSTRUCTION CONFERENCE:** After County Counsel has received, reviewed and approved the apparent low Bidder's insurance and bonds, DISTRICT will schedule a preconstruction conference. Preconstruction Conference will be scheduled within two (2) weeks of County Counsel approval. The conference shall be attended by representatives of the CONTRACTOR and all subcontractors.

CONTRACTOR shall bring to the conference:

1. A written designation of each person authorized by CONTRACTOR for the following:
 - a. To execute for CONTRACTOR a CO when the amount involved does not exceed \$100;
 - b. To execute for CONTRACTOR any CO over \$100; and
 - c. To bind CONTRACTOR as to any matter relating to the work or Contract Documents.
2. A written list of the names of each person CONTRACTOR proposes to use in a supervisory capacity on site **and a statement of their qualifications.**
3. **All substitution request packages.** If packages are not complete they will be rejected. **NO SUBSTITUTION REQUESTS WILL BE CONSIDERED AFTER THE PRE-CONSTRUCTION CONFERENCE.**

If items listed above are not provided at the pre-construction conference, or as otherwise required in Section 7.2, each day that items are outstanding will be considered a delay day eligible for liquidated damages.

12.2 SUPERVISION & CONSTRUCTION PROCEDURES:

- 12.2.1** The CONTRACTOR shall supervise and direct the work. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences, procedures, project safety, and shall coordinate all portions of the Work under the

Contract, including the relations of the various trades to the progress of the Work, in accordance with the provisions of the Contract Documents.

12.2.2 The CONTRACTOR shall be responsible to the DISTRICT for the acts and omissions of the CONTRACTOR's employees, subcontractors, and their agents and agents' employees, and any other persons performing any of the work under a contract with the CONTRACTOR.

12.2.3 The CONTRACTOR is an independent contractor and nothing in the Contract Documents shall be interpreted to make the CONTRACTOR an agent of the DISTRICT or the County.

12.2.4 CONTRACTOR shall have on site, during the progress of the work, a full time superintendent and necessary assistant(s) who are well qualified by reason of education and/or experience to supervise this kind of work for CONTRACTOR. The superintendent shall be fluent in the English language. The supervisory personnel must be satisfactory to the DISTRICT at all times during the course of the work or the DISTRICT will require that the personnel be replaced. The CONTRACTOR agrees to do so, promptly, without question.

Such supervising personnel are authorized by CONTRACTOR to represent CONTRACTOR concerning the work. Conduct of supervisory personnel, which at any time make it doubtful that work will be correctly completed within the stipulated time, constitutes cause for the DISTRICT to require they be removed.

12.2.5 The Project Superintendent shall not be changed except with the consent of the DISTRICT, unless the Superintendent proves to be unsatisfactory to the CONTRACTOR or ceases to be in his employ.

The DISTRICT shall be notified immediately of any new Superintendent appointed to the Work and the CONTRACTOR shall submit qualifications for approval. If the DISTRICT does not agree that the proposed Superintendent is suitable the CONTRACTOR agrees to propose a different one.

The Superintendent shall represent the CONTRACTOR and all directions given to him shall be as binding as if given to the CONTRACTOR.

12.2.6 The DISTRICT shall be supplied at all times with the name and telephone number of a person, in charge of or responsible for the Work, who can be reached for emergency work twenty-four (24) hours a day, seven (7) days a week.

12.3 PROGRESS MEETINGS: Meetings shall be held each week. The PM will lead all weekly progress meetings. The CONTRACTOR's Superintendent and project manager shall attend all weekly meetings.

12.4 TEMPORARY CONSTRUCTION SERVICES, EQUIPMENT AND PROTECTION:
CONTRACTOR shall:

1. Provide and maintain all fences, barricades, lights, shoring and other protective structures or devices necessary for the safety of workers, equipment, materials, the public, and property. These shall conform to all regulations, ordinances, laws, and other requirements of the State and other authorities having jurisdiction with regard to safety precautions, operations or fire hazards.

2. Provide and maintain pumping facilities, including power, for keeping the site, excavation and structures free from accumulations of water at any time whether from underground seepage, rainfall, drainage, or broken lines.
3. Maintain temporary facilities in a proper, safe-operating and sanitary condition. Remove all temporary facilities from the premises upon completion of the project.
4. Provide adequate fire extinguishers on the premises during the course of construction. These shall be of the type and sizes recommended by the National Board of Fire Underwriters to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguishers in the immediate vicinity of the work being performed, ready for immediate use. The use of especially hazardous types of equipment (such as acetylene torches, welding equipment, tar pots, kettles, or salamanders) or similar work shall not commence unless fire extinguishers of an approved type and capacity are placed in the working area and available for immediate use.

12.5 USE AND PROTECTION OF PREMISES AND REMOVAL OF DEBRIS:
CONTRACTOR shall:

1. Take every precaution against injuries to persons or damage to property.
2. Comply with all regulations or requirements governing the use of the property.
3. Store and suitably protect its apparatus, equipment, materials, supplies and vehicles in an orderly fashion in an area approved by the DISTRICT.
4. Place at the work site only such loads as are safe and consistent with the nature of the Work.
5. Effect all cutting, fitting, or patching of its work required to make it conform to the Contract Documents and interrelate with other improvements or, with the consent of DISTRICT, otherwise alter existing improvements.
6. Protect and preserve established benchmarks and monuments. CONTRACTOR shall make no changes in the location of benchmarks or monuments without the prior written approval of DISTRICT. CONTRACTOR shall replace and relocate any benchmarks or monuments that may be lost, destroyed, or that require shifting because of the work. All replacement and relocation work shall be accomplished only after approval of DISTRICT and under the direct supervision and instruction of DISTRICT.
7. Take care to protect all existing improvements. Any damaged areas or property shall be restored to original condition at the CONTRACTOR's expense.
8. Remove all surplus materials, false work, temporary structures, debris, and any other matter resulting from its operations from the site, and leave the site in an orderly condition on a daily basis.
9. Construct, operate and maintain, during the course of the work, all passageways, guard fences, lights, barricades and other facilities required by law or job conditions.
10. Guard DISTRICT's property from damage or loss. This includes the use of security fencing, temporary security lighting, locked storage containers and the employment of security guards, as required.
11. Take the necessary precautions to guard against and eliminate possible fire hazards, and to prevent damage to construction, building materials, equipment, temporary offices, storage sheds and all public and private property.
12. Be responsible for the loss of or damage to materials, tools, appliances, vehicles, or work arising from acts of theft, vandalism or malicious mischief. This shall not be the responsibility of the DISTRICT. The DISTRICT will not be responsible for delivery of any materials (or its acceptance) to the CONTRACTOR, except for DISTRICT - furnished items to be installed by the CONTRACTOR.

12.6 SECURITY GUARDS: The CONTRACTOR shall provide security services as necessary to properly safeguard the work. The DISTRICT will not assume any responsibility for the loss of or damage to materials, tools, appliances, or work arising from acts of theft, vandalism,

malicious mischief, or other causes.

- 12.7 COOPERATION AND COLLATERAL WORK:** CONTRACTOR shall be responsible for ascertaining the nature and extent of any simultaneous or collateral work by others at or near the project site. DISTRICT, its workers and other contractors, have the right to operate within or adjacent to the work site. Work and operations shall be coordinated to minimize interference.
- 12.8 RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY:** In case of an emergency that threatens loss or injury to property or persons, CONTRACTOR shall act as reasonably required without prior instruction. CONTRACTOR shall notify DISTRICT immediately thereafter. Any compensation claimed by CONTRACTOR, together with substantiating documentation, shall be submitted to DISTRICT for consideration.
- 12.9 TEMPORARY LIGHT, POWER, WATER AND TELEPHONE:** The CONTRACTOR shall provide all utilities required for the Work, including light, power, water and telephone, and shall comply with all applicable laws, rules, and regulations of the respective utility suppliers. It is CONTRACTOR's responsibility to keep light, power, water and telephone services operational for the DISTRICT on the job site and at DISTRICT's facilities adjacent to the job site and/or effected by the Work.
- 12.10 MATERIALS, WORKMANSHIP AND MANUFACTURER'S DIRECTIONS:** All materials used, unless otherwise specified, shall be new, of the type and grades specified. CONTRACTOR shall, if required, furnish evidence satisfactory to DISTRICT that such is the case.

Except as elsewhere provided, manufactured articles, materials and equipment shall be installed, connected, used, cleaned, applied and conditioned in accordance with the manufacturer's current printed directions. Copies of such directions shall be obtained by CONTRACTOR and kept on site during the course of the work.

All workmanship shall be of the best quality and all workers shall be suitably skilled in the work that they perform. Any worker, whom the DISTRICT may deem incompetent, disorderly or detrimental to the job in any way, shall be removed by CONTRACTOR from the Work assignment. CONTRACTOR shall install one (1) office trailer on site to remain on site during the course of construction for the CONTRACTOR and Inspector's use.

12.11 OFFICE TRAILER:

The CONTRACTOR will provide one (1) office trailer. The trailer will be placed at a location determined by the DISTRICT immediately adjacent to the job site. Trailer must be large enough to accommodate office facilities for the CONTRACTOR's Superintendent and for the Inspector. Trailer must have a separate conference room large enough to accommodate meetings with at least eight (8) meeting attendees. Additionally, trailer must have a restroom. Conference room will be used by the PM to hold the weekly project meetings and any other meetings relating to the project as needed.

CONTRACTOR will provide all furniture, electrical service, two (2) phone lines, internet service and bottled water. CONTRACTOR must provide and service the holding tank for the restroom.

The CONTRACTOR will provide a copy machine and a fax machine in their trailer for their own use and for the use of the Inspector and the PM.

The CONTRACTOR is responsible to rent the trailer, set it in place and connect it to temporary utilities.

12.12 GENERAL CLAUSES:

12.12.1 The DISTRICT and/or its representatives shall determine the amount, quality, acceptability and fitness of all parts of the work, and shall interpret the Contract Documents. No act or omission of the DISTRICT relieves CONTRACTOR of the duty to perform and complete the work in strict conformity with the Contract Documents.

Upon request, DISTRICT shall put in writing any oral order, objection, requirement, or determination.

12.12.2 DISTRICT shall have access at all times to the work. CONTRACTOR shall provide proper facilities for access and inspection.

12.12.3 No work shall be performed on site other than during normal weekday working hours without the prior knowledge and prior written consent of DISTRICT. **Working hours for the project will be determined by the PM and the DISTRICT. If the CONTRACTOR wishes to work during hours other than those specified, the CONTRACTOR shall submit a written request to the DISTRICT two (2) weeks prior to the date of the desired change of working hours or days. The DISTRICT shall respond to the CONTRACTOR's written request within three (3) business days. Please be aware that the DISTRICT is only open Monday through Thursday. The DISTRICT shall make the final determination of whether or not the proposed change in working hours is acceptable.**

12.12.4 When, in DISTRICT's opinion, the weather or other conditions are such that attempts to perform a portion of the work will probably result in work not in accordance with the Contract Documents, or the work will be accomplished in such manner that determination as to whether said portion of the work is properly accomplished will be difficult or impossible, DISTRICT shall so advise CONTRACTOR. If CONTRACTOR then proceeds, it is at CONTRACTOR's risk. When CONTRACTOR advises DISTRICT that it intends to proceed despite such advice, DISTRICT may then order CONTRACTOR, in writing, specifying the portion of the work involved and the conditions warranting the issuance of the order, not to proceed with the portion of the work. If CONTRACTOR proceeds, regardless of the written order not to, CONTRACTOR shall be responsible for the cost of all testing and special inspection verifying that the work performed is acceptable.

12.12.6 The provisions of this section do not relieve CONTRACTOR from the duty to make independent determinations as to weather and other conditions which may adversely affect the proper completion of the work. Failure for any reason of DISTRICT to advise CONTRACTOR as to such matters, or to issue an order as above provided does not relieve CONTRACTOR from the duty to accomplish the work in accordance with the Contract Documents. If CONTRACTOR wishes to declare any contract days unfit for the performance of work, CONTRACTOR must make a written request to the PM and receive approval, in writing, from the PM.

12.13 ADVERTISING: The name of CONTRACTOR and its subcontractors with their addresses and designation of specialties may be displayed on removable signs. Size, location and format of such signs is subject to the prior approval of DISTRICT. Commercial advertising matter shall not be attached to or painted on the surface of buildings, fences, canopies or barricades or other structures.

12.14 PUBLICITY RELEASES: CONTRACTOR or its subcontractors shall not at any time release information, photographs, plans or drawings related to the project to anyone (including the

press or other public communication media) without the prior written consent of DISTRICT.

ARTICLE 13 SAFETY & HEALTH

13.1 ACCIDENT PREVENTION

13.1.1 In performing this Contract, the CONTRACTOR shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoiding work interruptions. For these purposes, the CONTRACTOR shall:

1. Provide a copy of its safety program;
2. Provide appropriate safety barricades, signs, and signal lights;
3. Comply with standards issued by the U.S. Government, State, County, and City, and other governing agencies having jurisdiction; and
4. Ensure that any additional measures the County determines to be reasonably necessary for this purpose are taken.

13.1.2 The CONTRACTOR shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The CONTRACTOR shall report this data in the manner prescribed by the County.

13.1.3 Before beginning excavation for a trench five (5) feet or more in depth, CONTRACTOR shall provide evidence of having obtained a permit from the authority having jurisdiction.

13.1.4 Nothing herein shall be deemed to allow use of shoring, sloping, or protective systems less effective than those required by the Construction Safety Orders of the California Division of Industrial Safety.

13.2 SAFETY MEETINGS: CONTRACTOR and subcontractors shall conduct safety meetings once a week. PM and Inspector will be invited to attend weekly safety meetings. CONTRACTOR is responsible to inspect all areas of the site where work is occurring and ensure that safe practices are being used. CONTRACTOR is to implement safety procedures as required.

CONTRACTOR will provide a copy of the safety meeting minutes to the PM each week.

CONTRACTOR will log all work related injuries and report all injuries to PM as soon as they are known. CONTRACTOR is to have an active Illness and Injury Prevention Plan (IIPP) in place.

13.3 RESPONSIBILITY TO COMPLY WITH CAL/OSHA:

13.3.1 All work, materials, work safety procedures and equipment shall be in full accordance with the latest Cal/OSHA rules and regulations.

13.3.2 CONTRACTOR warrants that he and each of his subcontractors shall, in performance of this Contract, comply with each and every compliance order issued pursuant to Cal/OSHA. The CONTRACTOR assumes full and total responsibility for compliance with Cal/OSHA standards by his subcontractors as well as himself. The cost of complying with any order and/or payment of any penalty assessed pursuant to Cal/OSHA shall be borne by the CONTRACTOR. Nothing contained therein shall be deemed to prevent the CONTRACTOR and his subcontractors from otherwise allocating between themselves responsibility for compliance with Cal/OSHA requirements; provided, however, that the CONTRACTOR shall not thereby, in any manner whatsoever, be relieved of his

responsibility to the County as herein set forth.

- 13.4 SANITARY FACILITIES:** CONTRACTOR shall supply and maintain at its expense such toilets and other sanitary facilities, including those which are accessible by the disabled per ADA and Title 24 requirements, necessary for use by CONTRACTOR's workers employed at the job site. Such facilities shall be approved by the County.

CONTRACTOR shall provide and maintain enclosed, fly-proof chemical toilets and hand-wash stations for the use of all persons connected with the work. CONTRACTOR will provide one (1) toilet for every fifteen (15) work men (including all subcontractors) and one (1) hand-wash station for every two (2) toilets. They shall be maintained in a neat and sanitary condition by the CONTRACTOR. They shall comply with all laws, ordinances, and regulations, and at the completion of the work shall be removed from the premises.

Under no circumstances shall CONTRACTOR permit workers to use restrooms or similar permanent facilities of DISTRICT at or near the site without first obtaining the consent of DISTRICT. If the work includes the construction of permanent toilet and plumbing facilities, CONTRACTOR shall not allow their use for any purpose whatsoever.

13.5 TOXIC AND HAZARDOUS MATERIALS AND WASTE

13.5.1 Asbestos: Operations that may cause release of asbestos fibers into the atmosphere shall meet the requirements of Title 8 CCR General Industrial Safety Orders, Section 5208 and California law. Some operations that may cause such concentrations include sanding, grinding, abrasive blasting, sawing, drilling, shoveling, or otherwise handling materials containing asbestos so that dust will be raised.

13.5.2 Toxic Materials: Operations that release toxic materials into the atmosphere shall meet the requirements of Title 8 CCR. General Industrial Safety Orders. Some operations that may release such materials include use of adhesives, sealants, paint, and other coatings.

13.5.3 Lead Based Paint: Lead-based paint is prohibited. Lead-based paint is defined as:

1. Any paint containing more than five-tenths of one percent lead by weight (calculated as lead metal in the total non-volatile content of the paint) or the equivalent measure of lead in the dried film of paint applied or both; or
2. For paint manufactured after June 22, 1977, any paint containing more than six one-hundredths of one percent lead by weight (calculated as lead metal) in the total content paint or the equivalent measure of lead in the dried film or paint already applied.

13.5.4 Hauling and Disposal: All hauling and disposal shall meet requirements of Title 22 CCR, Division 4, Chapter 30, "Minimum Standards for Management of Hazardous and Extremely Hazardous Wastes."

13.5.5 Asbestos Prohibited: No products or materials containing asbestos shall be incorporated into the Work without the prior written approval of the County.

ARTICLE 14 ENVIRONMENTAL PROTECTION

14.1 NPDES COMPLIANCE:

CONTRACTOR shall prepare and implement, or cause to be prepared and implements, a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the requirements of the State's National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction Activity (SWRCB Order No. 99-08

DWQ) and any amendments thereto (the "General Permit"). The General Permit regulates both stormwater and non-stormwater discharges associated with construction activities required by this project agreement.

The SWPPP shall identify site specific "Best Management Practices" ("BMPs") to be implemented during and after construction to control pollution of stormwater runoff and receiving waters. The identified BMPs shall include, but not be limited to, "good housekeeping" practices for the construction site such as establishing stabilized construction access points, providing adequate sanitary/septic waste management, designating vehicle and equipment cleaning/maintenance areas, employing proper material handling and storage practices, maintaining adequate soil stabilization and erosion control practices to control the discharge of pollutants from the construction site and any activities thereon. The SWPPP shall also stipulate to an ongoing program for monitoring and maintenance of all BMPs.

CONTRACTOR shall be solely responsible throughout the duration of construction for placing, installing, constructing, inspecting and maintaining all BMPs identified in the SWPPP and for removing and disposing of temporary BMPs.

CONTRACTOR shall become fully informed of and comply with the applicable provisions of the General Permit, Federal, State and Local regulations that govern CONTRACTOR's activities and operation pertaining to both stormwater and non-stormwater discharges from the construction site and any area of disturbance outside construction site. CONTRACTOR shall, at all times, keep copies of the General Permit, approved SWPPP and all amendments at the construction site. The SWPPP shall be made available upon request of a representative of the Santa Ana River Water Board, or the United States Environmental Protection Agency.

CONTRACTOR shall, at reasonable times, allow authorized agents of the above referenced agencies, upon the presentation of credentials, to: (i) enter upon the construction site; (ii) have access to and copy any records required to be kept as specified in the General Permit; (iii) inspect the construction site, including any off site staging areas or material storage areas and determine whether related soil stabilization and sediment control BMPs have been implemented and maintained; and (iv) sample or monitor storm-water or non-storm-water runoff for purposes of ensuring compliance with the General Permit.

CONTRACTOR shall be solely and exclusively responsible for any arrangements made between CONTRACTOR and other property owners or entities that result in disturbance of land at the construction site.

CONTRACTOR shall be responsible for all costs and for any liability imposed by law as a result of CONTRACTOR's failure to comply with the requirements set forth in this section, including but not limited to compliance with the applicable provisions of the General Permit and Federal, State and Local regulations. For the purpose of this section, costs and liabilities include, but are not limited to, any fines, penalties and damages, whether assessed against the DISTRICT, the County or CONTRACTOR.

- 14.2 NOISE CONTROL:** CONTRACTOR is responsible for noise control and to conduct operations so as not to constitute a nuisance.
- 14.3 DUST CONTROL:** CONTRACTOR shall control dust throughout the course of the work. Dust control is required by the DISTRICT. The CONTRACTOR shall use water to control the dust. No chemical agents (such as calcium chloride) may be used without prior written authorization from the DISTRICT.
- 14.4 VERMIN CONTROL:** At time of acceptance of the project by DISTRICT, all structures shall be free of rodents, insects, vermin and pests. The CONTRACTOR shall accomplish necessary extermination work through the use of a licensed exterminator, in accordance with applicable

laws, rules and regulations.

ARTICLE 15 DISTRICT FURNISHED PROPERTY OR SERVICES

- 15.1 DISTRICT FURNISHED PROPERTY:** The DISTRICT may furnish to the CONTRACTOR property as identified in the specification(s) to be incorporated or installed into the Work or used in performing the Contract. The listed property will be delivered to the project site. The CONTRACTOR is required to accept delivery. When the property is delivered, the CONTRACTOR shall verify its quantity and condition and acknowledge receipt in writing to the DISTRICT within twenty-four (24) hours of delivery, specifying any damage to or shortage of the property as received. All such property shall be installed or incorporated into the Work at the expense of the CONTRACTOR, unless otherwise indicated in this Contract.
- 15.2 DISTRICT FURNISHED SERVICES:** The DISTRICT may furnish services to the CONTRACTOR as identified in the specification(s). CONTRACTOR will not be responsible for the cost of these services but is expected to cooperate with and accommodate the providers of said services.

ARTICLE 16 EMPLOYMENT PRACTICES

- 16.1 QUALIFICATIONS FOR EMPLOYMENT AND APPRENTICESHIP STANDARDS:**
- 16.1.1** In accordance with Section 1735 of the California Labor Code, no person under the age of 16 years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any Work under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed to perform Work under this Contract; provided that this requirement shall not operate against any physically handicapped persons otherwise employable where such persons may be safely assigned to Work that they ably perform.
- 16.1.2** This contract is subject to the provisions of Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor under him. Section 1777.5, as amended, requires the CONTRACTOR or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of this project and that administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract.
- 16.1.3** The CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making contributions.
- 16.1.4** All employees engaged in work on the project under this Contract shall have the right to organize and bargain collectively through representatives of their own choosing, and such employees shall be free from interference, restraint, and coercion of employers in the designation of such employees for the purpose of collective bargaining or other mutual aid or protection, and no person seeking employment under this Contract shall be required as a condition of initial or continued employment to join any company, union, or to refrain from joining, organizing, or assisting a labor organization of such person's own choosing. No person in the employment of the DISTRICT or the County shall be employed by this CONTRACTOR.

16.2 LABOR CODE, WAGES AND HOURS: The DISTRICT, in accordance with the Labor Code, has determined that the minimum wages paid on this project shall be prevailing wages as determined by the State of California wage rates. While the wage rates shown are the minimum rates required to be paid during the life of the project, this is not a representation that labor can be obtained at these rates. It is the responsibility of Bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed because of the payment of wage rates in excess of those listed. The CONTRACTOR shall post at appropriate conspicuous points on the project site a schedule showing all determined minimum wage rates for the various classes of laborers to be engaged in work on the project and all deductions, if any, required by law to be made.

It shall be mandatory upon the CONTRACTOR and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen, and mechanics employed in the execution of the Contract. It is further expressly stipulated that the CONTRACTOR shall, as a penalty to DISTRICT, forfeit twenty-five dollars (\$25.00) for each calendar day or portion thereof, for each laborer, workman, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by him or by any subcontractor under him. CONTRACTOR agrees to comply with all provisions of Section 1770 et. seq. of the Labor Code.

Attention is directed to Sections 1770-1777 of the Labor Code. The CONTRACTOR and every subcontractor shall keep an accurate record showing the name, occupation and actual per diem wages paid to each worker employed by CONTRACTOR in connection with the work. Certified payroll shall be submitted every week to the PM by CONTRACTOR and subcontractors, through the CONTRACTOR. PM will keep certified payroll in binders in the PM trailer. These records will be available at all reasonable hours for inspection by the DISTRICT, the County, or the State of California.

The DISTRICT will not recognize any claim for additional compensation because of the payment by the CONTRACTOR of any wage rate in excess of the prevailing wage rate set forth as provided herein.

The possibility of wage increases is one of the elements to be considered by the CONTRACTOR in determining his bid, and will not, under any circumstances, be considered as the basis of a claim against the DISTRICT or the County on the Contract.

In accordance with Sections 1810-1816 of the Labor Code, neither the CONTRACTOR nor any subcontractor who employs, directs, or controls the work or any worker employed to execute work done under the contract shall require or permit such worker to labor more than eight (8) hours in one (1) calendar day except due to extraordinary emergency. The CONTRACTOR shall file with the DISTRICT a verified report stating the nature of the emergency. The report shall contain the name(s) of the worker(s) and the hours worked by him or her on the particular day. Failure to file the report within thirty (30) days shall be evidence that no extraordinary emergency existed.

The CONTRACTOR and all subcontractors shall comply with all applicable provisions of the Labor Code.

16.3 NOTICE OF LABOR DISPUTES

16.3.1 If the CONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the CONTRACTOR shall immediately give notice, including all relevant information, to the DISTRICT.

16.3.2 The CONTRACTOR agrees to insert the substance of this clause, including this paragraph into any subcontract in which a labor dispute may delay the timely performance of this Contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the prime CONTRACTOR, as the case may be, of all relevant information concerning the dispute.

16.4 EQUAL OPPORTUNITY:

16.4.1 CONTRACTOR agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, medical condition or physical handicap in the performance of this contract; and to comply with the provisions of the State Fair Employment Practices as set forth in Part 4.5 of Division 2 of the California Labor Code, the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto, Executive Order 11246, and all administrative rules and regulations issued pursuant to such acts and order.

16.4.1.1 CONTRACTOR agrees, for the duration of this Contract, that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The CONTRACTOR will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

16.4.1.2 The CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

16.4.1.3 The CONTRACTOR will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the CONTRACTOR commitments under this agreement.

16.4.1.4 The CONTRACTOR agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.

16.4.1.5 The CONTRACTOR agrees that it will assist and cooperate with the County, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.

16.4.1.6 In the event of the CONTRACTOR non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated, or suspended

in whole or in part by the DISTRICT.

16.4.2 Transactions:

16.4.2.1 Transactions of \$10,000 or Under: Contracts and subcontracts not exceeding \$10,000 are exempt from the requirements of this section. No CONTRACTOR or subcontractor shall procure supplies and/or services in less than usual quantities to avoid applicability of this Equal Opportunity Clause. With respect to contracts and subcontracts for indefinite quantities, this Equal Opportunity Clause shall apply unless it is determined that the amount to be ordered in any one year under such contract reasonably will be expected not to exceed \$10,000.

16.4.2.2 Transactions in Excess of \$10,000, but not more than \$50,000: CONTRACTOR shall certify that it has in effect an affirmative action plan and agrees to comply with all State and Federal laws and regulations concerning fair employment practices. CONTRACTOR shall maintain a written copy of its affirmative action plan and will furnish a copy to the DISTRICT upon request. The DISTRICT reserves the right during the life of the contract to require CONTRACTOR to complete an affirmative action compliance report furnished by the DISTRICT setting forth definite goals and timetables and indicating progress in meeting and goals.

16.4.2.3 Transactions of \$50,000 or More:

1. If CONTRACTOR has fifty (50) or more employees and a contract of \$50,000 or more, then CONTRACTOR shall develop and submit to the DISTRICT within thirty (30) days of award a written affirmative action compliance program including definite goals and timetables with proposed dates of compliance. CONTRACTOR shall apply the same requirement to each subcontractor who has fifty (50) or more employees and a subcontract of \$50,000 or more. Each contractor and subcontractor shall include in its affirmative action compliance program a complete table of its employees' job classifications. This table must include, but need not be limited to, job titles, duties and rates of pay.
2. For the purposes of determining the number of employees under the preceding paragraph, the average of CONTRACTOR's or subcontractor's employees for the twelve (12) month period immediately prior to award, or the total number of employees CONTRACTOR or subcontractor will have on all jobs or sites when performing this contract, whichever is higher, shall be used.

16.4.3 The DISTRICT shall have the right to assign an affirmative action representative to monitor the conduct of CONTRACTOR or subcontractors. The affirmative action representative shall have the right to enter the construction or manufacturing site for the purpose of obtaining information from persons performing work on the project, providing such inspection shall not in any way interfere with the progress of the work under the contract.

The Contract Documents may be modified where the specific terms of a particular grant or program are inconsistent or require additional acts.

16.4.4 Special Requirements for Federal and Assisted Construction Contracts: During the performance of this contract, the CONTRACTOR agrees to incorporate in all

subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Vol. 33 No. 104 of Federal Register dated May 28, 1968.

- 16.5 HANDICAPPED NON-DISCRIMINATION:** This project is subject to Section 504 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 794), and the Americans with Disabilities Act of 1990, as amended, and all requirements imposed by the guidelines and interpretations issued thereto. In this regard, the DISTRICT and all of its contractors and subcontractors will take all reasonable steps to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.
- 16.6 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM:** In the performance of this Contract, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or Local agency setting forth the provisions of this Fair Employment and Housing Section.
- 16.7 ACCESS TO RECORDS:** The CONTRACTOR will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this Contract.
- 16.8 REMEDIES FOR WILLFUL VIOLATION:** The State or Local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which CONTRACTOR was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the CONTRACTOR has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Sections 12900, et seq.

ARTICLE 17 SUBCONTRACTING

- 17.1** The CONTRACTOR may utilize the services of subcontractors on those parts of the work that are specified in CONTRACTOR's bid to be performed by subcontractors. The CONTRACTOR shall be responsible for the coordination of the trades, subcontractors and material suppliers. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts to bind subcontractors to the CONTRACTOR by the terms of the Contract Documents.

Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the DISTRICT.

The DISTRICT reserves the right to approve all subcontractors. Such approval may be a consideration in the award of the contract. Unless notification to the contrary is given to the CONTRACTOR prior to the signing of the Agreement, the list of subcontractors submitted with the bid will be deemed to be acceptable.

In accordance with the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), each Bidder, in its bid, shall set forth: (1) the name

and location of the place of business of each subcontractor who will perform work or labor, or render services to the CONTRACTOR in or about the construction of the work, or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the CONTRACTOR 's total bid; and (2) the portion of the work which will be done by each such subcontractor. If the CONTRACTOR fails to specify such subcontracts, it agrees to perform that portion of the work itself. Furthermore, no CONTRACTOR whose bid is accepted shall, without consent of the DISTRICT, either: (1) substitute any person or firm as a subcontractor in place of the subcontractor designated in the original bid; or (2) permit any subcontractor to be assigned or transferred, or allow its work to be performed by anyone other than the original subcontractor listed in the bid; or (3) subcontract any portion of the work in excess of one-half of one percent (1/2 of 1%) of the CONTRACTOR's total bid as to which its original bid did not designate a subcontractor.

- 17.2** The CONTRACTOR shall be as fully responsible to the DISTRICT for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 17.3** The divisions or sections of the specifications are not intended to control the CONTRACTOR in dividing the Work among subcontractors or to limit the work performed by any trade.
- 17.4** **ASSIGNMENT:** DISTRICT has contracted for the services of CONTRACTOR. CONTRACTOR shall not assign the whole or any part of this Contract, or any moneys due or to become due hereunder, without first obtaining the prior written consent of DISTRICT. Any attempt to assign or delegate any interest hereunder without District consent shall be deemed void and of no force or effect.

ARTICLE 18 DISPUTES AND CLAIMS

- 18.1** **RESOLUTION OF CONSTRUCTION CLAIMS:** In accordance with Public Contract Code Sections 20104 20104.6 and other applicable law, public works claims of \$375,000 or less that arise between the CONTRACTOR and the County shall be resolved under the following the statutory procedure unless the County has elected to resolve the dispute pursuant to Public Contract Code Section 10240 et seq.
1. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the DISTRICT.
 2. Claims Under \$50,000: The DISTRICT shall respond in writing to the claim within forty-five (45) days of receipt of the claim, or, the DISTRICT may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the DISTRICT may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the DISTRICT and the claimant. The DISTRICT's written response shall be submitted within fifteen (15) days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
 3. Claims over \$50,000 but less than or equal to \$375,000: The DISTRICT shall respond in writing within sixty (60) days of receipt, or, may request in writing within thirty (30) days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the DISTRICT may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the DISTRICT and the claimant. The DISTRICT's response shall be submitted within thirty (30) days after receipt of

the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The CONTRACTOR shall make these records and documents available to the County, State and/or the U.S. Government or their representatives at all reasonable times, without any direct charge.

4. If the claimant disputes the DISTRICT's response, or if the DISTRICT fails to respond within the statutory time period(s), the claimant may so notify the DISTRICT within fifteen (15) days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the DISTRICT shall schedule a meet-and-confer conference within thirty (30) days.
5. If following the meet-and-confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
6. If a civil action is filed to resolve any claim, the provisions of Public Contract Code 20104.4 shall be followed, providing for nonbinding mediation and judicial arbitration.

18.2 CLAIM FORM REQUIREMENTS: The CONTRACTOR will submit the claim justification in the following format:

1. Summary of claim merit and price plus clause under which the claim is made.
2. List of documents relating to claim
 - a. Specification
 - b. Drawings
 - c. Clarifications (RFIS)
 - d. Schedules
 - e. Other
3. Chronology of events and correspondence
4. Analysis of claim merit
5. Analysis of claim cost
6. Analysis of Time in CPM format
7. Cover letter and certification (form included herein)

18.3 If any claim submitted includes a request for overhead, the DISTRICT may request a Profit & Loss statement and supporting documentation from CONTRACTOR. If requested, such documentation must be submitted for the DISTRICT to consider the claim.

18.4 Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by DISTRICT, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by CONTRACTOR.

18.5 NOTICE OF THIRD-PARTY CLAIMS: The DISTRICT shall provide notification to the CONTRACTOR within a reasonable time after receipt of any third-party claim relating to the Contract.

ARTICLE 19 BENEFICIAL OCCUPANCY

19.1 DISTRICT IN POSSESSION: Provided it does not unreasonably interfere with the prosecution of the work by CONTRACTOR, DISTRICT may occupy or use the project site and occupy or use completed portions of the work before entire completion of the work. Such use and occupancy does not affect any obligation of CONTRACTOR, does not constitute an acceptance of the work or any part thereof by DISTRICT, and does not affect any guarantees by CONTRACTOR.

ARTICLE 20 ACCEPTANCE OF PROJECT

20.1 FINAL INSPECTION – NOTICE OF COMPLETION: When the work is substantially complete, CONTRACTOR shall perform its own inspection of the work, noting any deficiencies and correcting them. Once this is accomplished the CONTRACTOR may notify DISTRICT in writing, at least two (2) calendar days in advance, that the work will be ready for final inspection on a certain date. On the date, DISTRICT shall cause the work to be inspected and subjected to such tests as deemed required by the DISTRICT for the purpose of determining if the work is complete in every respect. When the work is found to be in compliance with the Contract Documents, the DISTRICT will recommend acceptance by the Board of Directors and request that a notice of completion be filed with the County Recorder.

ARTICLE 21 WARRANTIES AND GUARRANTEES

21.1 GUARANTEE OF WORK: All work is guaranteed by CONTRACTOR for a period of one (1) year from the recordation of the Notice of Completion, including but not limited to those resulting from inferior materials, equipment, or workmanship. Upon notice from DISTRICT, CONTRACTOR shall promptly remedy any problems at CONTRACTOR's expense; otherwise, DISTRICT shall proceed to remedy such problems and CONTRACTOR shall reimburse DISTRICT for its expenses in connection therewith.

This one-year guarantee is in addition to any specific guarantee(s) provided for elsewhere in the Contract Documents or by suppliers or manufacturers.

CONTRACTOR is under an affirmative duty to disclose latent defects. At final inspection, CONTRACTOR shall advise DISTRICT of known latent defects. If at final inspection there are undisclosed latent defects that are known to CONTRACTOR or reasonably should have been known to CONTRACTOR, the guarantee period is extended by the number of days prior to discovery of such latent defects by DISTRICT.

ARTICLE 22 SUSPENSION OF WORK, TERMINATION

22.1 DISTRICT's RIGHT TO STOP WORK OR TERMINATE THE CONTRACT IF:

1. CONTRACTOR shall be adjudged bankrupt or makes an assignment for the benefit of creditors; or
2. A receiver or liquidator is appointed for CONTRACTOR or any of its property; or
3. CONTRACTOR refuses or fails to supply sufficient properly skilled workers or suitable material; or
4. CONTRACTOR fails to prosecute the work with such diligence as will ensure its completion within the stipulated time period; or
5. CONTRACTOR fails to make payments to persons supplying labor or materials for the work; or
6. CONTRACTOR does not comply with applicable law or instructions of DISTRICT; or
7. CONTRACTOR is in material violation of any provision of the Contract Documents; then DISTRICT, without prejudice to any other right, remedy or relief it may be entitled to, with ten (10) days written notice to CONTRACTOR, terminate the employment of CONTRACTOR and its right to proceed, either as to the entire work, or at DISTRICT's option, as to any portion thereof as to which delay shall have occurred or breach or noncompliance relates, and DISTRICT may thereupon take possession of the affected work and complete the work by another contract or otherwise as DISTRICT deems expedient. In such case, CONTRACTOR shall not be entitled to receive any further

payment until the work is finished. If the unpaid balance shall exceed the expense of completion and other damage, expense or loss to DISTRICT occasioned by CONTRACTOR's failure to properly perform, such excess shall be paid by CONTRACTOR. If such expense and damage exceeds the unpaid balance, CONTRACTOR is liable to DISTRICT for the excess, and DISTRICT may retain the unpaid balance. If DISTRICT elects to proceed under this section, it may take possession of and utilize in completing the work such materials, supplies, plants and equipment on site that may be necessary or convenient for the purpose of completing the work.

If the construction of the project is damaged by an Act of God in excess of five percent (5%) of the contract amount, then the DISTRICT may, without prejudice to any other right or remedy, terminate the project.

Section 6

EXHIBITS

EXHIBIT 1



Riverside County Regional Parks & Open-Space District
4600 Crestmore Road
Riverside, CA 92509

SAMPLE REQUEST FOR INFORMATION

RFI NO. _____

Project Name:	
Date:	
Contractor Name:	
Contractor Address:	
Phone No.:	
Fax No.:	

Description of Request:

Suggestion for Resolution:

SUGGESTION FOR RESOLUTION MUST BE FILLED IN BY CONTRACTOR

Potential cost impact? Yes No

Potential time impact? Yes No

Answer from Landscape Architect:

Date: _____

By: _____

**EXHIBIT 2
 SAMPLE PAYMENT APPLICATION**

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: Riverside County Regional Park and Open-Space District
 4600 Crestmore Road, Riverside, Ca. 92509
 FROM CONTRACTOR: 4600 Crestmore Road, Riverside, CA 92509
 CONTRACT FOR: VIA ARCHITECT: _____

PROJECT: Rancho Jurupa Park
 4600 Crestmore Road, Riverside, CA 92509

APPLICATION NO.: _____
 PERIOD TO: _____

Distributed to:
 OWNER
 ARCHITECT
 CONTRACTOR
 INSPECTOR

Contract date: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous month by Owner	Additions	Deductions
1		
Approved this Month		
Number	Date Approved	

Net change by Change orders
 The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments were received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

BY: _____ DATE: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

INSPECTOR:

BY: _____ DATE: _____

OWNER: _____ DATE: _____

PROJECT MANAGER: _____ DATE: _____

BY: _____ DATE: _____

Application is made for Payments as shown, in connection with the Contract Schedule of Values is attached.

1. ORIGINAL CONTRACT SUM \$ _____
2. Net change by Change Order \$ _____
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____
5. RETAINAGE:
 - a. 10 % of Completed Work (Column D + E on G703) \$ _____
 - b. % of Stored Material (Column F on G703) \$ _____
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ _____
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ _____
8. CURRENT PAYMENT DUE \$ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ _____

State of California County of Riverside
 Subscribed and sworn to before me this 3th day of June 2008
 Notary Public:
 My Commission expires: _____

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: _____ Date: _____

BY: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment

**EXHIBIT 3
LOCATION MAP**

