



**SUBMITTAL TO THE BOARD OF DIRECTORS
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Regional Park & Open Space District

SUBMITTAL DATE:
September 22, 2016

SUBJECT: Reject bids for the Splash Pad Expansion at Lake Skinner Recreation Area Project, Winchester, California – Approve Modified Project Construction Bid Documents and Authorize to Re-Advertise for Bids; District 3; [\$1,013,076]

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the bid for Splash Pad Expansion at Lake Skinner Recreation Area Project ("Project") received from Hamel Contracting, Inc. is nonresponsive;
2. Reject all bids for the Splash Pad Expansion at Lake Skinner Recreation Area Project received by the Clerk of the Board on September 7, 2016;
3. Approve modifications to the project construction bid documents; and
4. Authorize the Clerk of the Board to re-advertise for bids to be received in the Clerk of the Board Office up to the hour of 2:00 pm, November 2, 2016, at which time bids will be opened.

Consent

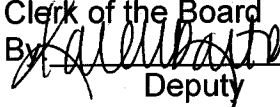
FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,013,076	\$ 0	\$ 1,013,076	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: DIF Funded 33120			Budget Adjustment:	NO
			For Fiscal Year:	2016/17

C.E.O. RECOMMENDATION:

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Ashley, seconded by Director Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: October 4, 2016
xc: Parks, COB

Kecia Harper-Ihem
 Clerk of the Board
 By 
 Deputy

13-1D

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK AND OPEN-
SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

BACKGROUND:

Summary

On July 26, 2016 by Minute Order 13-2D your honorable Board authorized the Clerk of the Board to advertise for bids for the Splash Pad Expansion at Lake Skinner Recreation Area. A mandatory pre-bid meeting was held on August 17, 2016 at which time 6 potential prime contractors attended. Bids were received on September 7, 2016 by the Clerk of the Board. Only one bid was received.

County Counsel and District Staff reviewed the bid received from Hamel Contracting, Inc. This bid was deemed as non-responsive because it was not complete per the requirements of the bid documents for the Project and contained material irregularities. Material irregularities may not be waived by the District and it was determined the bid needed to be rejected.

The District is requesting Board authorization to re-bid the project.

County Counsel has reviewed the modified Construction Bid Documents and approved as to form.

Attachments:

Plans and Specifications
Construction Bid Documents

PKARC 0216

REQUEST FOR BIDS FOR CONSTRUCTION IMPROVEMENTS LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION

Lake Skinner Recreation Area
37701 Warren Road
Winchester, California 92596
September, 2016



Prepared by:

Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Jurupa Valley, California
(951) 955-4300 Fax (951) 955-1383

Scott Bangle
General Manager

FORM APPROVED COUNTY COUNSEL

BY: Synthia M. Gunzel 9-22-16
SYNTHIA M. GUNZEL DATE

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SECTION 1

NOTICE INVITING BIDS

NOTICE INVITING BIDS

The Riverside County Regional Park and Open-Space District (DISTRICT) invites sealed bids for construction improvements for the Lake Skinner Recreation Area Splash Pad Expansion Project, located at 37701 Warren Road, Winchester, California 92595.

The DISTRICT has completed design-development for construction improvements to expand the themed splash pad facility and other related improvements to the day-use area. The expansion will include the addition of: new water play areas; themed water play features; up-dated surfacing (including rubberize materials as well as textured and colored concrete) throughout the facility; expansion of water and filtration system all to expand capacity, durability and ease of maintenance.

The project will also include improved amenities to the perimeter of the splash pad areas with consistent existing themes. **These improvements are listed as ten (10) "Bid Alternates" including: Additives of the following: synthetic turf at upper splash pad, a pavilion/command center area, umbrellas at existing picnic tables, large splash pad concrete, painting and Deductives of the following: the relocation of features and replacement of a small circular play area, removal of another small play area, removal of features at upper picnic area, removal of features at lower splash area and replacement of rubberized play surfacing.**

The performance period for this project including all project submittals, reviews, approvals and actual construction will last for **One Hundred Sixty (160) Calendars days**, including project completion, punch list and issuance of the Notice of Completion.

Pay applications will be tied to the successful completion of all activities in both parts of the contract including the timely submission of all paperwork.

Contractors submitting a bid for this project shall have an "A" General Engineering License, or "B" General Contractor License with the appropriate Licensed "C" Specialty subcontractors in the State of California. All Contractors whether General Engineering, General Contractor or subcontractor proposed in this bid must be appropriately and currently licensed by the State of California and registered with the California Department of Industrial Relations.

This project requires the payment of prevailing wages and certified payroll.

The awarded prime contractor shall post job site notices as prescribed by regulation starting as of January 1, 2015. Contractors and subcontractors shall furnish records specified in Labor Code Section 1776 to the Labor Commissioner.

Pursuant to Labor Code Section 1771.1, any contractors bidding and subcontractors to be listed on a bid proposal are subject to Public Contract Code Section 4104 and shall not be eligible to bid unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No contractor or subcontractor may enter into a contract without proof of current registration to perform public works

The Bidder receiving the Award by the DISTRICT is required to comply with the provisions of the California Labor Code, including, without limitation, the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, submittal of payroll records, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. The Contractor shall post all pertinent wage determinations on the jobsite at all times.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the DISTRICT, along with its request for payment, all applicable and necessary certified payrolls and other required documents for the time period covering such payment request. The DISTRICT shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and other required LCP documents are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., or wage violations are identified, the DISTRICT may hold sufficient funds to cover estimated wages and penalties under the contract pursuant to CA Labor Code 1771.6.

Pursuant to SB854, effective 1/1/2016, all project contractors will be required to additionally submit their certified payrolls to the Labor Commissioner's online portal. Refer to the Labor Compliance Packet for additional information.

Additional information is available from the Department of Industrial Relations web link:
<http://www.dir.ca.gov>

Complete Bidding Documents are available through ARC Reprographics (ARC) at 4295 Main St, Riverside, CA 92501, 951-686-0530, or online at riverside.digiprint@e-arc.co. Contact ARC for your specific order request. A fee will be charged for any copies of the Bidding Documents furnished to a bidder. Free viewing of documents is available on the ARC website.

Issuance of this Request for Bids and the administration of any subsequent contract will be performed by the DISTRICT. All inquiries regarding this Request for Bids must be in writing and faxed or emailed to:

**Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Riverside, CA 92509**

**Attention:
Michael Munoz Buyer II
Fax: 951-955-1383**

mmunoz@rivcoparks.org

See www.riversidecountyparks.org for DISTRICT information.

A mandatory pre-bid meeting will be held on October 19, 2016 at 10:00 A.M. at the existing splash pad site in the Day-use Area within the Lake Skinner Recreation Area. It is suggested the representative who attends the pre-bid meeting be an estimator, a project manager or a superintendent. Discussion will be held regarding the administration of this contract. It is important that

potential contractors understand the unique requirements of this project, how those requirements will affect their ability to perform in a satisfactory manner and how this will affect the bid amount.

Meeting will be held in the Day Use Area at the Lake Skinner Recreation Area where the existing splash pad is located. When you arrive, inform the staff at the entry that you are attending the pre-bid meeting for the Splash Pad Expansion at Lake Skinner Recreation Area project and ask them for directions to the meeting location. You will not be charged.

All questions regarding the documents should be directed to the DISTRICT. Bids must be in accordance with the Contract Documents.

All bids are due no later than **2:00 PM, Wednesday, November 2, 2016**, 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.

Kecia Harper-Ihem
Clerk to the Board of Directors

SECTION 2

INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

For construction improvements for: the Lake Skinner Recreation Area Splash Pad Expansion Project, 37701 Warren Road, Winchester, CA 92596

A. Form of Bid

The bid must be made on the attached Bid Form which must be completely filled in, sealed, 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 herein, or by certified or cashier's check payable to the DISTRICT in an amount not less than 10% of the amount bid (including all Bid Alternates). Signatures on the Bid Bond must be notarized. Bond shall be provided with an executed Power of Attorney issued by the surety.

B. Submission of Bid

The bid must be submitted in a sealed, opaque envelope (of any color). It must be marked "Bid Proposal for Construction Improvements to: **the Lake Skinner Recreation Area Splash Pad Expansion Project**, 37701 Warren Road, Winchester, CA 92596 and must state the name and address of the submitting contractor. **The Bid Form shall not contain any erasures or interlineations. Failure to comply with this requirement may be cause for rejection of bid.** Each bid shall be signed by 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.

C. 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.

D. Contractor's License

A contractor submitting a bid for this project shall have a current **California Class "A" Engineering Contractor license or a Class "B" General Contractor license, with the appropriate Class "C" Specialty Class license(s), "C" license or demonstrated list Subcontractors holding the necessary class license will be accepted.** **All subcontractors** proposed in this bid must hold current and appropriate licenses issued by the State of California. **All contractors regardless of classification must be registered with the California Department of Industrial Relations.**

E. Interpretation of Documents

Discrepancies, omissions, ambiguities or requirements likely to cause disputes between 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 a written addendum. No other interpretations or changes shall be valid or binding.

F. Addenda

DISTRICT reserves the right to issue addenda to the Contract Documents at any time prior to Seventy-Two (72) hours 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 (plan holders). Each potential bidder shall leave their name, phone number, fax number, mailing address and email address at ARC Reprographics (ARC) for the purpose of receiving addenda. To be considered as a plan holder Contractor must purchase Contract Documents from ARC.

It is the Contractor's responsibility to ensure that their contact information is given to ARC (see Notice Inviting Bids for ARC contact information) and that they are on ARC's plan holders list and to verify that Contractor has received ALL addenda prior to submitting a bid. This may be done by checking ARC's website or by calling ARC's Planwell Department.

ALL information regarding this bid shall be disseminated to Contractors through ARC ONLY. No other source is official or authorized.

ARC will email or fax notifications to all plan holders of any and all addenda available. Bids must list each and every addendum issued. If Contractor does not list all available addenda on their Bid Form, their bid will be rejected.

G. Inspection of the Site

Bidders must examine the site and fully inform themselves of all existing and expected conditions affecting the work. By submitting their bid, bidders warrant that they have made such site examination as is necessary to determine the condition of the site, its accessibility for materials, workers and utilities, and their ability to protect existing surface and subsurface improvements. No claim or allowance for additional time or money will be allowed due to failure of the Contractor to properly inspect the site.

The site is a public park available to Contractors during regular hours of 6:00 a.m. to sunset seven (7) calendar days a week.

H. Qualification of Bidders

1. No bid will be accepted from a Contractor who is not properly or currently licensed and registered under the laws of California and by the State of California. A bid will not be accepted from a Contractor using subcontractors who are not properly licensed by and registered under the laws of the State of California. No award will be made to any Contractor who cannot (or will not) 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 Contractor may be required to submit additional information regarding their financial standing and/or work performed by them previously of a similar nature.
2. Contractor is required to provide a current and complete list of all construction related litigation that their company has been involved in during the last ten years, including work that was performed by the Principal owners of the company under a different company name or as subcontractors.

3. In addition to satisfying the requirements of the Contract Documents, all work and materials shall strictly conform to all requirements of the latest addition Building Standards Administrative Code; Part 1, Title 24, CCR, 2001 California Building Code (CBC); Part 2, Title 24 CCR, 1997 Uniform Building Code Volumes 1-3 and 2001 California Amendments; Part 8, Title 24, 1998 California Historical Building Code, Appendix Chapter 1, Seismic Strengthening Provisions and 2001 California Amendments; Part 10, Title 24, 1997 Uniform Code for Building Conservation and 2001 California Amendments; the Standard Specifications for Public Works (Greenbook) Latest Edition, Riverside County Ordinance No. 457. In the event of a conflict, the stricter requirement shall apply.
4. 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.
5. 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.
6. By submitting bid, bidder acknowledges that this project requires comprehensive documentation for the duration of the contract and that payment for services is dependent on the timely submission of correct and complete documentation. In addition, bidder acknowledges that all project documentation, including payment applications, must be approved by the Project Manager, consultant, the consultant inspector, the landscape architect and the DISTRICT.
7. By submitting bid, bidder indicates to DISTRICT that bidder has included ample and realistic administrative time in their bid. No additional payment will be awarded to Contractor for the creation or submission of required documentation including all schedules, material submittals, Request for Change Orders and all documents defined and required in the Agreement.
8. DISTRICT reserves the right to request that any Bidder submit, as a condition of Award, information demonstrating that the Bidder and/or any of the Subcontractors listed in the Designation of Subcontractors submitted by Bidder, is financially and in all other respects possessed of the attributes of trustworthiness, as well as quality, fitness, capacity and experience, to satisfactorily perform under the terms and conditions of the Bidding Documents, Contract Documents and its Bid. Bidder shall comply with such request by submitting the information requested within ten (10) Calendar days of receipt of DISTRICT's request. Failure to do so may be treated by DISTRICT as grounds to reject Bidder's Bid. Failure by the DISTRICT to make such a request shall not constitute a waiver of its right to determine that Bidder or any such Subcontractor is not responsible to perform the Work.

I. Disqualification of Bidders

More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable ground for believing that any bidder has an interest in more than one proposal will cause rejection of all bids in which such bidder has an interest. 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 or in future contracts.

If a bid is submitted that appears to be unrealistically low, bidder will be asked to submit supporting documentation to verify that their bid is complete.

J. Award of Contract

1. The DISTRICT reserves the right to reject any or all bids and to waive defects or irregularities.
2. The award of the contract, if awarded, will be based on the Total Amount (Total Amount is comprised of the Base Bid amount plus all of the Bid Alternates amounts). It will be awarded to the lowest responsive/responsible bidder whose bid complies with the requirements of the bidding documents. The award, if made, will be made within ninety (90) calendar days after the opening of the bids.
3. Within ten (10) working days of the date of the Notice of Acceptance of Bid and Intent to Award issued by the DISTRICT, the successful Contractor must submit a certificate of insurance, including required endorsements, which provides evidence that the bidding Contractor has insurance coverage that meets the requirements of General Conditions "Insurance Requirements" and "Indemnity and Hold Harmless" section. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified ten (10) business day period will be grounds to declare the Bidder as non-compliant with the bid documents, rescinding the Notice of Acceptance, making a claim against the bid bond, and awarding to the second low Bidder, at the sole discretion of the DISTRICT.
4. Contractor will cooperate with the DISTRICT to verify that an apparent low bid is responsible by submitting all documentation requested by the DISTRICT for this purpose.
5. The DISTRICT reserves the right to accept any or all alternate bid items.
6. Following public opening and reading of Bids, the DISTRICT will issue a Notice of Intent to Award identifying the name of the Bidder to whom the DISTRICT intends to Award the Construction Contract. Such notice will be mailed to all Bidders submitting a Bid. The DISTRICT may, in its sole and absolute discretion, elect to extend the time for its issuance of its Notice of Intent to Award.
7. The Bidder identified in the Notice of Intent to Award as the successful Bidder to receive Award by the DISTRICT shall execute the Contract and return it to the DISTRICT within ten (10) Calendar days after issuance by DISTRICT to Bidder of the Construction Contract from the DISTRICT and prior to execution of the Construction Contract by DISTRICT.
8. Any Bidder submitting a Bid to the DISTRICT may file a protest of the DISTRICT's proposed Award of the Construction Contract provided that each and all of the following are complied with:
 - a. The bid protest is in writing.
 - b. The bid protest is both: Filed with and received by the Clerk of the Board at the

following address, 4080 Lemon St. 1st Floor Riverside, CA 92501, not more than five (5) Calendar days following the date of issuance of the Notice of Intent to Award. Failure to timely file and serve the bid protest as foretasted shall constitute grounds for the DISTRICT's denial of the bid protest without consideration of the grounds stated therein.

- c. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.
 - d. Provided that a bid protest is filed in conformity with the foregoing, the General Manager, or such individual(s) as may be designated by the General Manager, in his/her discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest, either concurring with or denying the bid protest. The written decision of the General Manager or his/her designee shall be final, unless overturned by the Board of Directors.
9. The Contract shall not be binding upon the DISTRICT until it has been awarded by the Board of Directors for the DISTRICT and executed by the Chairman of the Board of Directors. A formal acceptance of a bid by the DISTRICT and the execution of an Agreement by the DISTRICT Board of Directors, at a meeting regularly called and held, will constitute an award of the contract. Thereafter, DISTRICT shall mail to the CONTRACTOR a Notice to Proceed (NTP) to the address listed by the CONTRACTOR on its bid. The NTP shall be deemed received the next Monday, Tuesday, Wednesday, Thursday or Friday after mailing which is not a full day holiday as listed in Section 6700 of the Government Code.

K. Return of Guarantee

Bid bonds or checks from unsuccessful bidders will be returned by mail to the addresses listed in their bids. The bid bond of the successful bidder will not be returned but will be 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 is exonerated.

L. Bonds

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

M. Period of Performance

The performance period for this project including all project submittals, reviews and actual construction will last for One Hundred Sixty (160) Calendar Days, including project completion, punch list and issuance of the Notice of Completion.

N. 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 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 a penalty, a dollar sum in the amount of **Five Hundred Dollars (\$500)** 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 to the CONTRACTOR under the contract.

SECTION 3

BID DOCUMENTS

BID FORM**To: The Governing Board of the Riverside County Regional Park and Open-Space District****Date:** _____**Bidder:** _____
(Full Legal Business Name)**NOTE: BID FORM includes pages 16-45. All pages of the bid form must be included in the bid package submitted to the Clerk of the Board.**

The undersigned Bidder having carefully examined the site and the Contract Documents for the **Construction Improvements to the Lake Skinner Recreation Area Splash Pad Expansion Project**, 37701 Warren Road, Winchester, CA 92596 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 and understands that:

1. If this bid is accepted, the CONTRACTOR submitting this bid will enter into a written contract with the DISTRICT.
2. The CONTRACTOR submitting this bid shall enter into such contract and accept the amount shown in this Bid Form as full and complete payment for the work done.
3. The CONTRACTOR shall commence/mobilize work within fifteen (15) calendar days of receiving a Notice to Proceed from the DISTRICT.
4. Any sub-tier contract signed by the CONTRACTOR 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 CONTRACTOR and the DISTRICT.
5. CONTRACTOR is required to provide a current list of all construction related litigation that their company has been part of during the last ten (10) years including work that was performed by the principal owner(s) of the company under a different company name or as a subcontractor.
6. CONTRACTOR must execute the Agreement and deliver the Contract, Performance Bond, Payment Bond and insurance certificates within ten (10) calendar days after the CONTRACTOR receives the Intent to Award letter.
7. CONTRACTOR must submit to the DISTRICT such additional information as DISTRICT may require in order determining whether its bid is the lowest responsive/responsible bid submitted. Additional information may include financial information for the CONTRACTOR's company, take-offs and other back-up work done by the CONTRACTOR to make their bid, resumes containing qualifications/experience for their employees, or any other information deemed necessary by the DISTRICT to determine CONTRACTOR's ability to responsibly perform the work.
8. The statements made in this bid are made under penalty of perjury.

9. Prices include all labor, materials, mobilization, fine grading and connection to existing rough-in electrical and water lines, electrical and plumbing installation.
10. Prices include all administrative costs associated with the submittal of documentation identified in and required by the Agreement.
11. Sums shall be expressed in a Bid in both words and figures. In the case of a discrepancy between amounts that are shown in both words and figures, the amount shown in words will take precedence.
12. Unit prices shown in the Bid Form shall be used for pricing changes in the work during construction.
13. All bids received by the DISTRICT are good for one hundred twenty (120) calendar days from the date of receipt.
14. Interlineations, alterations and erasures in a Bid must be initialed by each and all of the signer(s) of the Bid.
15. Bidder shall state its Bid price using the Bid Form included in the Bidding Documents. A Bid presented on other forms shall be disregarded. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
16. There are particular requirements for filling in the Bid Form. They are listed in Section 3 – Bid Form.

**IF THE DIRECTIONS GIVEN IN THESE NOTES ARE NOT FOLLOWED,
YOUR BID WILL BE REJECTED.**

A. BASE BID

Provide base bid scope in accordance with the Contract Documents for the **Lake Skinner Recreation Area Splash Pad Expansion Project**, 37701 Warren Road, Winchester, CA 92596 price indicated below:

Is an additional sheet attached and a part of this Bid Form? Yes _____ No _____

BASE BID						
GENERAL						
Item No.	Bid Item	Unit	Qty	Unit Price	Sub-total	
1	Mobilization	LS	1			
2	Provide and install SWPPP best management practices/ erosion control.	LS	1			
		Lump Sum		\$	\$	
						(In Figures)
(In Words)						

DEMOLITION						
3	Clear and grub including removal of resilient surfacing, concrete paving, synthetic turf, planting, etc and dispose off site.	LS	1			
		Lump Sum		\$		\$
						(In Figures)
(In Words)						
EARTHWORK						
4	Provide grading improvements per plans and specifications complete including remedial grading and over excavation and re-compaction per geotechnical report recommendations.	LS	1			
		Lump Sum		\$		\$
						(In Figures)
(In Words)						
STORM DRAIN SYSTEM						
5	Provide and install storm drain system per plans and specifications, complete.	LS	1			
		Lump Sum		\$		\$
						(In Figures)
(In Words)						
SPLASH PAD MECHANICAL SYSTEM						
6	Provide and install balance tank, rain diverter replacement, eye washing enclosure, repaired nozzles and activators, equipment room improvements, including all piping, equipment, wiring, etc per plan and specifications, complete.	LS	1			
		Lump Sum		\$		\$
						(In Figures)
(In Words)						
CONSTRUCTION ITEMS						
7	Provide and install concrete paving, natural gray per plans and specifications, complete.	LS	1			
8	Provide and install integral color concrete paving with gray cement and grace top cast finish at upper splash pad per plans and specifications, complete.	LS	1			
9	Provide and install integral color concrete paving, color: euroblue (cobalt) with white cement and grace top cast finish per plans and specifications, complete.	LS	1			

CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

10	Provide and install integral color concrete paving, color: mesa buff with gray cement and grace top cast finish at lower splash pad plaza per plans and specifications, complete.	LS	1				
11	Provide and install integral color concrete paving, color: Yellow with white cement to match existing per plans and specifications, complete.	LS	1				
12	Provide and install rubberized play surfacing over existing base at climbing wall per plans and specifications, complete.	LS	1				
13	Provide and install integral color concrete accent walls with gray cement per plans and specifications, complete.	LS	1				
14	Provide and install concrete curbs per plans and specifications, complete.	LS	1				
15	Provide and install integral color concrete stairs including cheek walls, handrails, etc between splash pads per plans and specifications, complete.	LS	1				
16	Provide and install concrete stairs, retaining wall, handrails, guardrail, etc including modifications to existing climbing wall per plans and specifications, complete.	LS	1				
17	Provide and install ADA concrete ramps including handrails, etc per plans and specifications, complete.	LS	1				
18	Provide quotes etched into concrete per plans and specifications, complete.	LS	1				
		Lump Sum			\$		\$
							(In Figures)
(In Words)							
SITE FURNISHINGS							
19	Provide and install decorative metal umbrellas per plans and specifications, complete.	EA	11				
21	Provide and install 46" picnic table per plans and specifications, complete.	EA	2				
21	Provide and install 46" ADA picnic table per plans and specifications, complete.	EA	1				
22	Provide and install trash receptacle per plans and specifications, complete.	EA	3				
23	Provide and install recycle receptacle per plans and specifications, complete.	EA	3				
24	Provide and install 96" bench per plans and specifications, complete.	EA	2				
					\$		\$

		Lump Sum					
							(In Figures)
(In Words)							
PLAYGROUND EQUIPMENT							
25	Provide and install playground equipment, signage, synthetic turf and resilient surfacing at large playground per plans and specifications, complete.	LS	1				
26	Provide and install playground equipment, signage, and resilient surfacing at small playground per plans and specifications, complete.	LS	1				
		Lump Sum			\$		\$
							(In Figures)
(In Words)							
IRRIGATION							
27	Provide and install irrigation system modifications per plans and specifications, complete.	LS	1				
		Lump Sum			\$		\$
							(In Figures)
(In Words)							
PLANTING							
28	Provide and install planting including topsoil, root barrier, etc per plans and specifications, complete.	LS	1				
29	Provide landscape maintenance/ establishment per plans and specifications, complete.	Month	4				
		Lump Sum			\$		\$
							(In Figures)
(In Words)							
SUB-TOTAL OF ITEMS 1 THROUGH 28:							
							(In Figures)
(In Words)							
5% CONTINGENCY:							
							(In Figures)
(In Words)							
TOTAL BASE BID Price (INCLUDING CONTINGENCY):							
							(In Figures)
(In Words)							

B. BID ALTERNATE(S)

1. **Bid Alternate No. 1: "Additive"** Synthetic turf at upper splash pad:
The contractor shall remove and replace existing with like synthetic turf surfacing at upper splash pad per plans and specifications.
2. **Bid Alternate No. 2: "Deductive"** Small circular play area:
The contractor shall install new LSI Music Rhapsody, relocate existing Music Play and install concrete paving in-place of Net Climber and resilient surfacing, etc at small play pad per plans and specifications.
3. **Bid Alternate No. 3: "Additive"** Command Center Area:
The contractor shall replace existing turf area with custom Polygon structure with concrete pad, stairs, and concrete path; shall provide electrical conduit connection and hookup for lighting; irrigation adjustments and repair and new planting per plans and specifications.
4. **Bid Alternate No. 4: "Additive"** Umbrellas at existing picnic tables:
The contractor shall install new umbrellas to existing picnic tables per plan specification.
5. **Bid Alternate No. 5: "Additive"** Large splash pad concrete:
The contractor shall install white cement integral color concrete in-place of grey cement integral color concrete at upper splash pad per plans and specifications.
6. **Bid Alternate No. 6: "Additive"** Re-paint "the splash zone" entry sign:
The contractor shall repaint bright yellow "The Splash Zone" entry sign by applying primer and exterior coating(s) to the existing sign per plan and specification.
7. **Bid Alternate No. 7: "Deductive"** Remove small circular play area:
The contractor shall replace small circular play area with concrete sidewalk and planting per plan and specification.
8. **Bid Alternate No. 8: "Deductive"** Remove umbrellas, picnic tables, and receptacles at upper picnic area:
The contractor shall replace small circular play area with concrete sidewalk and planting per plan and specification.
9. **Bid Alternate No. 9: "Deductive"** Remove two umbrellas and three accent walls at picnic area expansion at lower splash pad:
The contractor shall replace three accent walls with integral color concrete at picnic area expansion at lower splash pad per plan and specification. The contractor shall remove two decorative metal umbrellas plan and specification.
10. **Bid Alternate No. 10: "Deductive"** Replace rubberized play surfacing with Fibar
The contractor shall replace portion of rubberized play surfacing with Fibar (engineered wood fiber) per plan and specification.

BID ALTERNATE #1: SYNTHETIC TURF AT UPPER SPLASH PAD "Additive"						
Item No.	Bid Item	Unit	Qty		Unit Price	Sub-total
30A	Remove existing synthetic turf per plans and specifications and dispose off site.	LS	1			
30B	Provide and install synthetic turf per plans and specifications, complete.	LS	1			
30		Lump Sum			\$	\$
						(In Figures)
						(In Words)

BID ALTERNATE #2: SMALL CIRCULAR PLAY AREA "Deductive"						
Item No.	Bid Item	Unit	Qty		Unit Price	Sub-total
31A	Delete net climber, resilient surfacing, concrete base, etc per plans and specifications, complete.	LS	1		()	()
31B	Provide and install new LSI music rhapsody, relocate existing music play, install integral color concrete paving, etc per plan and specifications, complete.	LS	1			
31		Lump Sum			\$	\$
						(In Figures)
(In Words)						
BID ALTERNATE #3: COMMAND CENTER AREA "Additive"						
32	Clear and grub turf, irrigation, etc and provide and install shade structure including lighting, concrete paving, stairs, mow curb, handrails, planting, root barrier, irrigation, soil import, grading, etc per plans and specifications, complete.	LS	1			
		Lump Sum			\$	\$
						(In Figures)
(In Words)						
BID ALTERNATE #4: UMBRELLAS AT EXISTING PICNIC TABLES "Additive"						
33	Provide and install decorative metal umbrellas per plans and specifications, complete.	EA	4			
		Lump Sum			\$	\$
						(In Figures)
(In Words)						
BID ALTERNATE #5: SPLASH PAD CONCRETE "Additive"						
34A	Delete integral color concrete with gray cement at upper splash pad per plans and specifications, complete.	LS	1		()	()
34B	Provide and install integral color concrete with white cement at upper splash pad per plans and specifications, complete.	LS	1			
34		Lump Sum			\$	\$
						(In Figures)
(In Words)						

BID ALTERNATE #6: RE-PAINT "THE SPLASH ZONE" ENTRY SIGN "Additive"						
35	Repaint "The Splash Zone" entry sign per plans and specifications, complete.	LS	1			
		Lump Sum		\$		\$
						(In Figures)
(In Words)						
BID ALTERNATE #7: REMOVE SMALL CIRCULAR PLAY AREA "Deductive"						
36A	Delete small circular play area per plans and specifications, complete.	LS	1	()		()
36B	Provide and install concrete paving, planting, irrigation, etc per plans and specifications, complete.	LS	1			
36		Lump Sum		\$		\$
						(In Figures)
(In Words)						
BID ALTERNATE #8: REMOVE UMBRELLAS, PICNIC TABLES, & RECEPTACLES AT UPPER PICNIC AREA "Deductive"						
37A	Remove decorative metal umbrellas per plans and specifications, complete.	EA	3	()		()
37B	Remove picnic tables per plans and specifications, complete.	EA	3	()		()
37C	Remove trash and recycled receptacles per plans and specifications, complete.	EA	6	()		()
37		Lump Sum		\$		\$
						(In Figures)
(In Words)						
BID ALTERNATE #9: REMOVE UMBRELLAS AND ACCENT WALLS "Deductive"						
38A	Remove decorative metal umbrellas per plans and specifications, complete.	EA	2	()		()
38B	Remove accent walls per plans and specifications, complete.	LS	1	()		()
38C	Provide and install integral color concrete paving per plans and specifications, complete.	LS	1			
38		Lump Sum		\$		\$
						(In Figures)
(In Words)						

BID ALTERNATE #10: REPLACE RUBBERIZED SURFACING WITH FIBAR "Deductive"						
39A	Remove rubberized surfacing per plans and specifications, complete.	LS	1	()	()
39B	Provide and install Fibar (engineered wood fiber) per plans and specifications, complete.	LS	1			
39		Lump Sum		\$		\$
						(In Figures)
						(In Words)
SUB-TOTAL OF ITEMS 30 THROUGH 39:						
						(In Figures)
						(In Words)

TOTAL BID

BID ITEMS	COST
Base Bid:	
Bid Alternate #1:	
Bid Alternate #2:	
Bid Alternate #3:	
Bid Alternate #4:	
Bid Alternate #5:	
Bid Alternate #6:	
Bid Alternate #7:	
Bid Alternate #8:	
Bid Alternate #9:	
Bid Alternate #10:	
GRAND TOTAL OF BASE BID AND ALL BID ALTERNATES:	
	(In Figures)
	(In Words)

NOTE: Lowest responsive/responsible bidder will be based on the sum total of the Total Bid (the Base Bid and including all items in the Bid Alternates) to be awarded.

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 (Define Type of Work)	SUBCONTRACTOR NAME AND LICENSE NUMBER AND DIR REGISTRATION NUMBER	ADDRESS	PHONE FAX
			Ph: Fax:
			Ph: Fax:
			Ph: Fax:
			Ph: Fax:
			Ph: Fax:
			Ph: Fax:
			Ph: Fax:

CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION
 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

PORTION OF THE WORK (Define Type of Work)	SUBCONTRACTOR NAME AND LICENSE NUMBER AND DIR REGISTRATION NUMBER	ADDRESS	PHONE 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 and note on page 15 of this Bid Form if a sheet is or sheets are attached.

3. ADDENDA

Bidder acknowledges receipt of the following addenda:

4. SITE INSPECTION

Person who inspected the site on behalf of the bidder:

NAME: _____

TITLE: _____

DATE OF INSPECTION: _____

5. PROJECTS OF SIMILAR NATURE

List five (5) projects of a similar nature completed by bidder. Similar nature will include projects with a listing of elements summarizing the project being bid. Each project does not need to include all of the features listed above, but all five (5) projects should include most of the features listed. **IT IS REQUIRED THAT CONTRACTOR, AND/OR CONTRACTOR'S SUB-CONTRACTOR, HAVE PREVIOUS EXPERIENCE WORKING ON SPLASH PADS and PARK RELATED PROJECTS.**

CONTRACTOR must give current owner name, address and telephone number for each of the ten projects of a similar nature. **If references for the five (5) projects on the list, cannot be verified the bid may be rejected. Attach additional page if needed.**

PROJECT NAME	PROJECT ADDRESS	OWNERS NAME	OWNERS PHONE/FAX
1.			Ph: _____
			Fax: _____
2.			Ph: _____
			Fax: _____

3.			Ph:
			Fax:
4.			Ph:
			Fax:
5.			Ph:
			Fax:
6.			Ph:
			Fax:
7.			Ph:
			Fax:
8.			Ph:
			Fax:
9.			Ph:
			Fax:
10.			Ph:
			Fax:

6. Additional Pages:

CONTRACTOR has attached the following additional pages to this bid form:

7. LICENSE AND REGISTRATION

Bidders are required to hold a current Class A license or Class B license with appropriate subcontractors issued by the State of California. Bidder currently has the following license(s):

License Class: _____

License No: _____

Expiration Date: _____

Registration Number: _____

8. BIDDER DATA:

Full legal name of firm: _____

Name under which firm
does business: _____

Address: _____

Phone: _____

Fax: _____

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

9. BIDDER SIGNATURE

Signature: _____

Name: _____

Title: _____

Date: _____

BID BOND

1. _____, hereafter called "CONTRACTOR", has submitted its bid to **Riverside County Regional Park and Open-Space District**, hereafter called "DISTRICT," for the construction referred to generally as **the CONSTRUCTION IMPROVEMENTS TO LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION PROJECT, 37701 WARREN ROAD, WINCHESTER, CA 92596**, in accordance with the Notice Inviting Bids from DISTRICT dated September, 2016

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:

- A. The amount of the obligation of this bond is 10% of the amount of CONTRACTOR's bid and inures to the benefit of DISTRICT.
- B. This bond is exonerated by: (1) 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 DISTRICT resulting from failure of CONTRACTOR to act as agreed to in its bid.
- C. 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 DISTRICT may accept the bid and waives notice of any such extension.
- D. 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 CONTRACTOR'S
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 CO-PARTNERSHIP CONTRACTOR
NON-COLLUSION**

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

That he or she is a member of the joint venture or co-partnership 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/she has been and is duly vested with authority to make and sign instruments for the joint venture or co-partnership by

who constitute the other members of the joint venture or co-partnership.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Subscribed and sworn to before me

this _____ day of _____, 20__.

Signature and stamp of Notary
administering oath

Iran Contracting Act Certification
(Public Contract Code sections 2200-2208)

In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a DISTRICT contract for goods or services of \$1,000,000 or more, a CONTRACTOR must either:

a) Certification:

Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 calendar days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS;

OR

b) Exemption:

Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

Option #1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 calendar days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in</i>	

Option #2 – Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

SECTION 4

**CONSTRUCTION CONTRACT AND
RELATED DOCUMENTS**

SAMPLE CONSTRUCTION CONTRACT

This Construction Contract is entered into at Riverside, California on _____, and is between the **Riverside County Regional Park and Open-Space District, a special district**, thereafter called "**DISTRICT**" and _____, a _____, hereinafter called "**CONTRACTOR**".

1. CONTRACTOR has submitted to DISTRICT its bid for the Lake Skinner Recreation Area Splash Pad Expansion Project, 37701 Warren Road, Winchester Ca. 92596 hereafter called "Project," and all appurtenant work in strict accordance with the Contract Documents identified below and 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 Construction Contract;
 - b. The Notice Inviting Bids for the Request for Bids for the Construction Improvements to "Lake Skinner Recreation Area Splash Pad Project, 37701 Warren Road, Winchester Ca. 92596"
 - c. The Instructions to Bidders, Bid Form, Bid Bond, Payment Bond, and Performance Bond for the Construction Improvements, all applicable DISTRICT, State and Federal requirements for the project;
 - d. The General Provisions; Special Provisions (Technical Specifications); plans and drawings; and any addenda issued for the project;
 - e. Any change orders issued for the project;
 - f. Any additional or supplemental specifications or drawings issued for the project; and
 - g. Meeting minutes and any other documents contained in the Project Manual.

The above listed documents are by this reference incorporated herein with like effect as if here set forth in full. 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 after receipt of the Notices to Proceed at the time and date specified by the DISTRICT.
5. Compensation: CONTRACTOR shall be paid the following total amount in the manner set forth in the Contract Documents:

A. BASE BID

Provide base bid scope in accordance with the Contract Documents for the **Lake Skinner Recreation Area Splash Pad Expansion Project**, 37701 Warren Road, Winchester, CA 92596 for the sum total(s) price indicated below:

Is an additional sheet attached and a part of this Bid Form? Yes _____ No _____

BASE BID						
GENERAL						
Item No.	Bid Item	Unit	Qty		Unit Price	Sub-total
1	Mobilization	LS	1			
2	Provide and install SWPPP best management practices/ erosion control.	LS	1			
		Lump Sum			\$	\$
						(In Figures)
(In Words)						
DEMOLITION						
3	Clear and grub including removal of resilient surfacing, concrete paving, synthetic turf, planting, etc and dispose off site.	LS	1			
		Lump Sum			\$	\$
						(In Figures)
(In Words)						
EARTHWORK						
4	Provide grading improvements per plans and specifications complete including remedial grading and over excavation and re-compaction per geotechnical report recommendations.	LS	1			
		Lump Sum			\$	\$
						(In Figures)
(In Words)						
STORM DRAIN SYSTEM						
5	Provide and install storm drain system per plans and specifications, complete.	LS	1			
		Lump Sum			\$	\$
						(In Figures)
(In Words)						

SPLASH PAD MECHANICAL SYSTEM						
6	Provide and install balance tank, rain diverter replacement, eye washing enclosure, repaired nozzles and activators, equipment room improvements, including all piping, equipment, wiring, etc per plan and specifications, complete.	LS	1			
		Lump Sum		\$		\$
						(In Figures)
(In Words)						
CONSTRUCTION ITEMS						
7	Provide and install concrete paving, natural gray per plans and specifications, complete.	LS	1			
8	Provide and install integral color concrete paving with gray cement and grace top cast finish at upper splash pad per plans and specifications, complete.	LS	1			
9	Provide and install integral color concrete paving, color: euroblue (cobalt) with white cement and grace top cast finish per plans and specifications, complete.	LS	1			
10	Provide and install integral color concrete paving, color: mesa buff with gray cement and grace top cast finish at lower splash pad plaza per plans and specifications, complete.	LS	1			
11	Provide and install integral color concrete paving, color: Yellow with white cement to match existing per plans and specifications, complete.	LS	1			
12	Provide and install rubberized play surfacing over existing base at climbing wall per plans and specifications, complete.	LS	1			
13	Provide and install integral color concrete accent walls with gray cement per plans and specifications, complete.	LS	1			
14	Provide and install concrete curbs per plans and specifications, complete.	LS	1			
15	Provide and install integral color concrete stairs including cheek walls, handrails, etc between splash pads per plans and specifications, complete.	LS	1			
16	Provide and install concrete stairs, retaining wall, handrails, guardrail, etc including modifications to existing climbing wall per plans and specifications, complete.	LS	1			
17	Provide and install ADA concrete ramps including handrails, etc per plans and	LS	1			

	specifications, complete.						
18	Provide quotes etched into concrete per plans and specifications, complete.	LS	1				
		Lump Sum		\$		\$	
							(In Figures)
(In Words)							
SITE FURNISHINGS							
19	Provide and install decorative metal umbrellas per plans and specifications, complete.	EA	11				
21	Provide and install 46" picnic table per plans and specifications, complete.	EA	2				
21	Provide and install 46" ADA picnic table per plans and specifications, complete.	EA	1				
22	Provide and install trash receptacle per plans and specifications, complete.	EA	3				
23	Provide and install recycle receptacle per plans and specifications, complete.	EA	3				
24	Provide and install 96" bench per plans and specifications, complete.	EA	2				
		Lump Sum		\$		\$	
							(In Figures)
(In Words)							
PLAYGROUND EQUIPMENT							
25	Provide and install playground equipment, signage, synthetic turf and resilient surfacing at large playground per plans and specifications, complete.	LS	1				
26	Provide and install playground equipment, signage, and resilient surfacing at small playground per plans and specifications, complete.	LS	1				
		Lump Sum		\$		\$	
							(In Figures)
(In Words)							
IRRIGATION							
27	Provide and install irrigation system modifications per plans and specifications, complete.	LS	1				
		Lump Sum		\$		\$	
							(In Figures)
(In Words)							

PLANTING						
28	Provide and install planting including topsoil, root barrier, etc per plans and specifications, complete.	LS	1			
29	Provide landscape maintenance/ establishment per plans and specifications, complete.	Month	4			
		Lump Sum		\$		\$
						(In Figures)
(In Words)						
SUB-TOTAL OF ITEMS 1 THROUGH 28:						
						(In Figures)
(In Words)						
5% CONTINGENCY:						
						(In Figures)
(In Words)						
TOTAL BASE BID Price (INCLUDING CONTINGENCY):						
						(In Figures)
(In Words)						

B. BID ALTERNATE(S)

1. **Bid Alternate No. 1: "Additive"**
Synthetic turf at upper splash pad:
The contractor shall remove and replace existing with like synthetic turf surfacing at upper splash pad per plans and specifications.

2. **Bid Alternate No. 2: "Deductive"**
Small circular play area:
The contractor shall install new LSI Music Rhapsody, relocate existing Music Play and install concrete paving in-place of Net Climber and resilient surfacing, etc at small play pad per plans and specifications.

3. **Bid Alternate No. 3: "Additive"**
Command Center Area:
The contractor shall replace existing turf area with custom Polygon structure with concrete pad, stairs, and concrete path; shall provide electrical conduit connection and hookup for lighting; irrigation adjustments and repair and new planting per plans and specifications.

4. **Bid Alternate No. 4: "Additive"**
Umbrellas at existing picnic tables:
The contractor shall install new umbrellas to existing picnic tables per plan specification.

- 5. Bid Alternate No. 5: "Additive"**
Large splash pad concrete:
 The contractor shall install white cement integral color concrete in-place of grey cement integral color concrete at upper splash pad per plans and specifications.
- 6. Bid Alternate No. 6: "Additive"**
Re-paint "the splash zone" entry sign:
 The contractor shall repaint bright yellow "The Splash Zone" entry sign by applying primer and exterior coating(s) to the existing sign per plan and specification.
- 7. Bid Alternate No. 7: "Deductive"**
Remove small circular play area:
 The contractor shall replace small circular play area with concrete sidewalk and planting per plan and specification.
- 8. Bid Alternate No. 8: "Deductive"**
Remove umbrellas, picnic tables, and receptacles at upper picnic area:
 The contractor shall replace small circular play area with concrete sidewalk and planting per plan and specification.
- 9. Bid Alternate No. 9: "Deductive"**
Remove two umbrellas and three accent walls at picnic area expansion at lower splash pad:
 The contractor shall replace three accent walls with integral color concrete at picnic area expansion at lower splash pad per plan and specification. The contractor shall remove two decorative metal umbrellas plan and specification.
- 10. Bid Alternate No. 10: "Deductive"**
Replace rubberized play surfacing with Fibar
 The contractor shall replace portion of rubberized play surfacing with Fibar (engineered wood fiber) per plan and specification.

BID ALTERNATE #1: SYNTHETIC TURF AT UPPER SPLASH PAD "Additive"						
Item No.	Bid Item	Unit	Qty		Unit Price	Sub-total
30A	Remove existing synthetic turf per plans and specifications and dispose off site.	LS	1			
30B	Provide and install synthetic turf per plans and specifications, complete.	LS	1			
30		Lump Sum		\$		\$
						(In Figures)
(In Words)						

BID ALTERNATE #2: SMALL CIRCULAR PLAY AREA "Deductive"						
Item No.	Bid Item	Unit	Qty	Unit Price	Sub-total	
31A	Delete net climber, resilient surfacing, concrete base, etc per plans and specifications, complete.	LS	1	()	()	
31B	Provide and install new LSI music rhapsody, relocate existing music play, install integral color concrete paving, etc per plan and specifications, complete.	LS	1			
31		Lump Sum		\$	\$	
						(In Figures)
(In Words)						
BID ALTERNATE #3: COMMAND CENTER AREA "Additive"						
32	Clear and grub turf, irrigation, etc and provide and install shade structure including lighting, concrete paving, stairs, mow curb, handrails, planting, root barrier, irrigation, soil import, grading, etc per plans and specifications, complete.	LS	1			
		Lump Sum		\$	\$	
						(In Figures)
(In Words)						
BID ALTERNATE #4: UMBRELLAS AT EXISTING PICNIC TABLES "Additive"						
33	Provide and install decorative metal umbrellas per plans and specifications, complete.	EA	4			
		Lump Sum		\$	\$	
						(In Figures)
(In Words)						
BID ALTERNATE #5: SPLASH PAD CONCRETE "Additive"						
34A	Delete integral color concrete with gray cement at upper splash pad per plans and specifications, complete.	LS	1	()	()	
34B	Provide and install integral color concrete with white cement at upper splash pad per plans and specifications, complete.	LS	1			
34		Lump Sum		\$	\$	
						(In Figures)
(In Words)						
BID ALTERNATE #6: RE-PAINT "THE SPLASH ZONE" ENTRY SIGN "Additive"						
35	Repaint "The Splash Zone" entry sign per plans and specifications, complete.	LS	1			
		Lump Sum		\$	\$	

						(In Figures)
(In Words)						
BID ALTERNATE #7: REMOVE SMALL CIRCULAR PLAY AREA "Deductive"						
36A	Delete small circular play area per plans and specifications, complete.	LS	1	()	()	
36B	Provide and install concrete paving, planting, irrigation, etc per plans and specifications, complete.	LS	1			
36		Lump Sum		\$	\$	
						(In Figures)
(In Words)						
BID ALTERNATE #8: REMOVE UMBRELLAS, PICNIC TABLES, & RECEPTACLES "Deductive"						
37A	Remove decorative metal umbrellas per plans and specifications, complete.	EA	3	()	()	
37B	Remove picnic tables per plans and specifications, complete.	EA	3	()	()	
37C	Remove trash and recycled receptacles per plans and specifications, complete.	EA	6	()	()	
37		Lump Sum		\$	\$	
						(In Figures)
(In Words)						
BID ALTERNATE #9: REMOVE UMBRELLAS AND ACCENT WALLS "Deductive"						
38A	Remove decorative metal umbrellas per plans and specifications, complete.	EA	2	()	()	
38B	Remove accent walls per plans and specifications, complete.	LS	1	()	()	
38C	Provide and install integral color concrete paving per plans and specifications, complete.	LS	1			
38		Lump Sum		\$	\$	
						(In Figures)
(In Words)						
BID ALTERNATE #10: REPLACE RUBBERIZED SURFACING WITH FIBAR "Deductive"						
39A	Remove rubberized surfacing per plans and specifications, complete.	LS	1	()	()	
39B	Provide and install Fibar (engineered wood fiber) per plans and specifications, complete.	LS	1			
39		Lump Sum		\$	\$	
						(In Figures)

(In Words)	
SUB-TOTAL OF ITEMS 30 THROUGH 39:	
	(In Figures)
(In Words)	

TOTAL BID

BID ITEMS	COST
Base Bid:	
Bid Alternate #1:	
Bid Alternate #2:	
Bid Alternate #3:	
Bid Alternate #4:	
Bid Alternate #5:	
Bid Alternate #6:	
Bid Alternate #7:	
Bid Alternate #8:	
Bid Alternate #9:	
Bid Alternate #10:	
GRAND TOTAL OF BASE BID AND ALL BID ALTERNATES:	
	(In Figures)
(In Words)	

NOTE: Lowest responsive/responsible bidder will be based on the sum total of the Total Bid (the Base Bid including all items in the Bid Alternates) to be awarded.

The parties have executed this agreement as of the date set forth on Page 1 of this Construction Contract.

CONTRACTOR:

COMPANY NAME: _____

BY: _____

NAME: _____

TITLE: _____

**OWNER:
RIVERSIDE COUNTY REGIONAL PARK and
OPEN-SPACE DISTRICT**

**APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL**

By: _____
Kevin Jefferies
Chairman
Board of Directors

By: _____
Synthia M. Gunzel
Deputy County Counsel

DATE: _____

DATE: _____

**ATTEST:
CLERK OF THE BOARD
KECIA HARPER-IHEM**

By: _____
Deputy

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**, hereafter called "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 consisting of **the Construction Improvements to: Lake Skinner Recreation Area Splash Pad Expansion Project, 37701 Warren Road, Winchester Ca. 92596** . 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: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

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 the Principal entered into a certain contract with DISTRICT dated _____, for the public work generally consisting of **the Construction Improvements to: "Lake Skinner Recreation Area Splash Pad Expansion Project, 37701 Warren Road, Winchester Ca. 92596"** accordance with the Contract Documents.

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 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 to void this obligation, otherwise to remain in full force and effect. Without notice, Surety consents to extension of time for performance, change in requirements, and 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 DISTRICT. 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.

ARCHITECT/ENGINEER - The use of the term Architect/Engineer shall mean the individual, partnership, corporation, association or joint venture contracted by the DISTRICT for the design of this Work, as designated on the title sheet of these specifications and Contract Documents. For this project the Architect/Engineer is the Schmidt Design Group, San Diego, CA

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 7 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.

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

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.

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.

INSPECTOR - Refers to the Chief Inspector for the inspection firm in charge of all inspections and inspectors.

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 Supervisors.

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.

PA - Refers to the project architect/engineer (Architect, Engineer or Landscape Architect) representing the 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 local 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 DISTRICT'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 DISTRICT 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, INSPECTION FIRM, MATERIAL TESTING COMPANY, AND PROJECT ARCHITECT

- 1.8.1 **Project Manager:** DISTRICT shall employ a project manager (PM) who 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 **Inspection Firm:** The inspection firm hired by the DISTRICT shall be the daily inspection team for the project. The inspection firm is represented by a Chief Inspector

(the Inspector). The Inspector is the individual manager of the inspection team. All other inspectors used by the Inspection Firm shall communicate through the Inspector and not to the CONTRACTOR or COUNTY directly. CONTRACTOR must comply with the requirements of the Contract Documents as interpreted by the Inspector. Any act or omission of the Inspector does not relieve or alter any duty of the CONTRACTOR.

The Inspector is not authorized to make or sanction any changes in the Contract Documents or CONTRACTOR's responsibilities except in the case of an emergency. No act or omission of the Inspector relieves CONTRACTOR of the duty to perform and complete the work in strict conformity with the Contract Documents.

The Inspector shall have the right to inspect the installation of all materials and equipment to be incorporated into the Work and the placing of such material and equipment to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

The CONTRACTOR is required to provide the Inspector with all the information the Inspector needs to fill in his/her Daily Reports including, 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, and a description of the work performed by the CONTRACTOR each day in as much detail as required by the Inspector. Inspector is to receive copies of the CONTRACTOR's Daily Reports on a daily basis during every working day of the CONTRACTOR's contract duration.

On the basis of his inspections, Inspector shall keep the DISTRICT informed as to the progress of the Work. The Inspector 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 inspector be responsible for the CONTRACTOR's failure to carry out the Work in accordance with the Contract Documents.

The inspector from the DISTRICT or County of Riverside is the official inspector. He/she will perform all official inspections and issue Certificates of Occupancy. The CONTRACTOR is to direct ALL requests for inspection (for a Riverside County inspector or for the consultant inspector) through the PM. The consultant inspector will act in support of, and in concert with, the Riverside County inspector. The PM will coordinate all inspections.

- 1.8.3 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).

- 1.8.4 Engineer:** The DISTRICT has retained Schmidt Design Group, San Diego, CA as its engineer (PA) for this project. The PA will advise and consult with the PM and the

DISTRICT and will issue instructions through the PM. The PA will interpret the requirements of the Contract. When requested by the DISTRICT, the PA will, within fourteen (14) calendar days, render such interpretations as may be deemed necessary for the proper execution of the Work.

Staff from the PA'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 PA 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 DISTRICT 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 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 rated Surety OR an admitted surety insurer which complies with the provisions of the Code of Civil Procedure, § 995.660.

And

- iii. All Bonds will be furnished in favor of the DISTRICT as their interests may appear, bonds or other security interests as allowed pursuant to Public Contract Code sections 10263 and 22300 in the minimum amounts indicated:

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 officers, employees, agents and independent contractors) and the County of Riverside (including its officers, employees, agents, and independent contractors) are hereby declared and named to be additional insured under the terms of this policy, as to activities of both the DISTRICT and the County of Riverside in respect to the Project. Thirty (30) days prior written notice shall be given to the DISTRICT, and County of Riverside 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.

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/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/Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

2.4.4 Property and Product Insurance: Property and Product Insurance for the facility shall be provided by the through the life of the project in the amounts of \$1,000,000 per each occurrence and \$1,000,000 generate aggregate limit.

2.4.5 Fire Insurance: Provide Fire Insurance in the amount not less than 90% of the full insurable value of all of the insurable components of the project.

2.4.6 General Insurance Provisions - All lines:

2.4.6.1 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 District's Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2.4.6.2 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 District'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 District'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.

2.4.6.3 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 District'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 and County of Riverside 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.*

the original endorsements for each policy and the Certificate of Insurance.

2.4.6.4 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.

2.4.6.5 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 District Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

2.4.6.6 CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

2.4.6.7 The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT and the County of Riverside.

2.4.6.8 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 Departments, Districts, Board of Supervisors and/or Supervisors, elected officials, employees, agents, and representatives of County of Riverside 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, Special Departments, Districts, Board of Supervisors/Directors, 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, Special Departments, Districts, Board of Supervisors/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 their respective officers, agents, employees, independent contractors, the CONTRACTOR, upon notice from the DISTRICT or County, shall defend the same at CONTRACTOR's expense by counsel satisfactory to DISTRICT.

2.5.3 The DISTRICT and/or the County shall promptly notify CONTRACTOR of any claim, action, or proceeding against DISTRICT, County or their respective 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 – PERIOD OF PERFORMANCE

The performance period for this project including all project submittals, reviews and actual construction will last for one hundred sixty (160) calendar days, including project completion, punch list and issuance of the Notice of Completion.

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 First Period of Performance Notice to Proceed. The PM, PA and DISTRICT 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, PA and DISTRICT. CONTRACTOR shall revise and resubmit the SOV as quickly as is needed to secure approval from PM, PA and DISTRICT by the end of the First Period of Performance.

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 During the First Period of Performance CONTRACTOR shall submit to PM a draft CS within five (5) calendar day of receipt of the First Period of Performance Notice to Proceed. PM, PA and DISTRICT 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, PA and DISTRICT. CONTRACTOR shall revise and resubmit the CS as quickly as is needed to secure approval from PM, PA and DISTRICT by the end of the First Period of Performance.

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 DISTRICT, 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 First Period NTP CONTRACTOR will meet with the PM and the PA 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 First Period of Performance 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, PA and DISTRICT 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, PA and DISTRICT. CONTRACTOR shall revise and resubmit the SOV as quickly as is needed to secure approval from PM, PA and DISTRICT by the end of the First Period of Performance. Complete, approved LLS shall agree with complete, approved CS.

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 DISTRICT 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 Construction Specifications Institute (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 architectural 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 for the first period of performance. See Article 4 Period of Performance.

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 PA 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: (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 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 PA will have three (3) weeks from the date of receipt of all technical submittals made in the Period of Performance 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 it's 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 PA, 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 DISTRICT, PA or PM in response to RFIs. The DISTRICT, the PA, and/or the PM will answer RFIs within fourteen (14) calendar days of receipt of RFI by PM. DISTRICT 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 seven (7) calendar days from the submittal date of such an amended RFI to submit a Request for Change Order (RFCO) to the project manager. 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 PA 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.
 - 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 COs:** A Change Order (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 copies of the CO. DISTRICT will submit the five copies of the CO to the appropriate DISTRICT 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 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 a penalty, a dollar sum in the amount of Five Hundred Dollars (**\$500**) 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 to the Contractor under the contract.

Liquidated damages will be assessed for delays in completing Performance within the time set.

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 provided by the DISTRICT similar to Exhibit 3 of the Request for Bids. It will contain signature lines for:

1. Project Manager
2. Chief Inspector
3. Project Architect
4. DISTRICT Representative
5. CONTRACTOR (CONTRACTOR's signature must be notarized)

Additionally, payment application will have lines for PM, Chief 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 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
 - 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 11.1, 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: The DISTRICT PM will lead all weekly progress meetings in the PM's trailer. 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 two office trailers on site during the first week of construction to remain on site during the course of construction for the CONTRACTOR and Inspector's use.

12.11 OFFICE TRAILERS:

The CONTRACTOR will provide office trailers as described below. The trailers will be grouped close together at a location determined by the DISTRICT immediately adjacent to the job site.

CONTRACTOR's trailer must be large enough to accommodate office facilities for the CONTRACTOR's Superintendent and have a separate conference room large enough to

accommodate meetings with at least twelve (12) meeting attendees. Additionally, CONTRACTOR's office trailer must have a restroom. Conference room will be used by the Project Manager to hold the weekly project meetings and any other meetings relating to the project as needed.

CONTRACTOR will also provide two (2) 8' x 20' (minimum) office trailers on the job site for the use of the project management and inspection team. They will both have restrooms. They will both have electrical service, two (2) phone lines and internet service.

The DISTRICT will provide electrical and water service and a site for the trailers. CONTRACTOR must provide holding tanks for the restrooms in the three trailers. CONTRACTOR will pay for the rental of the trailers and the servicing of the restroom holding tanks.

CONTRACTOR must provide bottled water in all trailers for the duration of the contract.

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

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 If the CONTRACTOR needs direct communication with the DISTRICT, CONTRACTOR may speak to the DISTRICT's Senior Park Planner for Capitol Improvement Projects.

12.12.3 DISTRICT and representatives from the County of Riverside shall have access at all times to the construction work. CONTRACTOR shall provide proper facilities for access and inspection.

12.12.4 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. The DISTRICT shall make the final determination of whether or not the proposed change in working hours is acceptable.**

12.12.5 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, DISTRICT, and City, and other governing agencies having jurisdiction; and
4. Ensure that any additional measures the DISTRICT 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 DISTRICT.

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 DISTRICT 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 DISTRICT.

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 toilet for every fifteen (15) work men (including all subcontractors) and one 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 percentum 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 percentum 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 DISTRICT.

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 responsibility for noise control and 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.

14.5 GENERAL ENVIRONMENTAL COMPLIANCE: The Construction Contractor shall comply with all air pollution and environmental control rules, regulation, ordinances and statutes which apply to the Project and any work performed pursuant to this Project's Agreement

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 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 Public Works Project and Compliance Monitoring and Enforcement By the Department of Industrial Relations SB-854

- a. The awarded prime contractor shall post job site notices as prescribed by regulation starting January 1, 2015. Contractor or subcontractor shall furnish records specified in Labor Code section 1776 to the Labor Commissioner.
- b. Registration with the Department of Industrial Relations: Pursuant to Labor Code section 177.1, any contractor bidding or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015 unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No contractor or subcontractor may enter into a contract after April 1, 2015, without proof of current registration to perform public works.
- c. Department of Industrial Relations web link: <http://www.dir.ca.gov>

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 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 and its Subcontractors shall not discriminate harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, and denial of family care leave, and that such provisions shall include, but not be limited to: 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 and its Subcontractors additionally agree 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 and its Subcontractor agree, for the duration of this Contract, that it will not discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age, political affiliation, marital status, physical disability (including HIV and AIDS), mental disability, issuance of family care leave, medical condition (cancer), or age. The CONTRACTOR and Subcontractor 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, physical disability (including HIV and AIDS), mental disability, issuance of family care leave medical condition (cancer), or age. Such action shall include, but not be limited to, the following: employment, upgrading, requests or issuance of family care leave, 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 District and 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 RESPONSIBILITY OF CONTRACTOR:** 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 DIVIDING WORK:** 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.

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 DISTRICT shall be resolved under the following the statutory procedure unless the DISTRICT 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 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 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 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 DISTRICT, 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 FORMAT 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. Specifications
 - 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 PROFIT AND LOSS STATEMENT: 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 CLAIM: 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 Supervisors/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 of DISTRICT occasioned by CONTRACTOR 's failure to properly perform, such excess shall be paid 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.



**SUBMITTAL TO THE BOARD OF DIRECTORS
REGIONAL PARK AND OPEN SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
September 22, 2016

SUBJECT: Reject bids for the Splash Pad Expansion at Lake Skinner Recreation Area Project, Winchester, California – Approve Modified Project Construction Bid Documents and Authorize to Re-Advertise for Bids; District 3; [\$1,013,076]

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the bid for Splash Pad Expansion at Lake Skinner Recreation Area Project ("Project") received from Hamel Contracting, Inc. is nonresponsive;
2. Reject all bids for the Splash Pad Expansion at Lake Skinner Recreation Area Project received by the Clerk of the Board on September 7, 2016;
3. Approve modifications to the project construction bid documents; and
4. Authorize the Clerk of the Board to re-advertise for bids to be received in the Clerk of the Board Office up to the hour of 2:00 pm, November 2, 2016, at which time bids will be opened.

BACKGROUND:

Summary

(page 2)

Departmental Concurrence

2017-002D

Brande Hune
For Scott Bangle
General Manager

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,013,076	\$ 0	\$ 1,013,076	\$ 0	Consent <input checked="" type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: DIF Funded CIP 33120				Budget Adjustment: NO	
				For Fiscal Year: 2016/17	

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: MO 13-1 9/22/15 / MO 13-3 05/12/09 /
MO 13-2D 7/26/16

District: 3

Agenda Number:

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

FORM 11: Reject bids for the Splash Pad Expansion at Lake Skinner Recreation Area Project, Winchester, California – Approve Modified Project Construction Bid Documents and Authorize to Re-Advertise for Bids; District 3; [\$1,013,076]

DATE: September 22, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

On July 26, 2016 by Minute Order 13-2D your honorable Board authorized the Clerk of the Board to advertise for bids for the Splash Pad Expansion at Lake Skinner Recreation Area. A mandatory pre-bid meeting was held on August 17, 2016 at which time 6 potential prime contractors attended. Bids were received on September 7, 2016 by the Clerk of the Board. Only one bid was received.

County Counsel and District Staff reviewed the bid received from Hamel Contracting, Inc. This bid was deemed as non-responsive because it was not complete per the requirements of the bid documents for the Project and contained material irregularities. Material irregularities may not be waived by the District and it was determined the bid needed to be rejected.

The District is requesting Board authorization to re-bid the project.

County Counsel has reviewed the modified Construction Bid Documents and approved as to form.

Attachments:

Plans and Specifications

Construction Bid Documents



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

October 5, 2016

THE PRESS ENTERPRISE
ATTN: LEGALS
PO BOX 792
RIVERSIDE, CA 92501

TEL: (951) 368-9268
E-MAIL: legals@pe.com

RE: NOTICE INVITING BIDS: RE-BID SPLASH PAD AT LAKE SKINNER

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**

SATURDAYS: OCTOBER 8 AND 15, 2016

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Cecilia Gil

Board Assistant to:
KECIA HARPER-IHEM, CLERK OF THE BOARD

Gil, Cecilia

From: Legals <legals@pe.com>
Sent: Wednesday, October 5, 2016 10:10 AM
To: Gil, Cecilia
Subject: Re: FOR PUBLICATION: Re-Bid Splash Pad at Lake Skinner

Received for publication on 10/8 and 10/15. Proof with cost to follow.

Nick Eller

Legal Advertising Phone: 1-800-880-0345 / Fax: 951-368-9018 / E-mail: legals@pe.com

Please Note: Deadline is 10:30 AM, three (3) business days prior to the date you would like to publish. **Additional days required for larger ad sizes**

****Employees of The Press-Enterprise are not able to give legal advice of any kind****

The Press-Enterprise PE.COM / La Prensa

On Wed, Oct 5, 2016 at 9:45 AM, Gil, Cecilia <CCGIL@rcbos.org> wrote:

Good morning!

Attached is a Notice Inviting Bids, for publication on Oct. 8 and Oct. 15, 2016. Please confirm.
THANK YOU!

Cecilia Gil

Board Assistant

Clerk of the Board of Supervisors

(951) 955-8464

MS# 1010

NOTICE INVITING BIDS

The Riverside County Regional Park and Open-Space District (DISTRICT) invites sealed bids for construction improvements for the **Lake Skinner Recreation Area Splash Pad Expansion Project**, located at 37701 Warren Road, Winchester, California 92595.

The DISTRICT has completed design-development for construction improvements to expand the themed splash pad facility and other related improvements to the day-use area. The expansion will include the addition of: new water play areas; themed water play features; up-dated surfacing (including rubberize materials as well as textured and colored concrete) throughout the facility; expansion of water and filtration system all to expand capacity, durability and ease of maintenance.

The project will also include improved amenities to the perimeter of the splash pad areas with consistent existing themes. **These improvements are listed as ten (10) "Bid Alternates" including: Additives of the following: synthetic turf at upper splash pad, a pavilion/command center area, umbrellas at existing picnic tables, large splash pad concrete, painting and Deductives of the following: the relocation of features and replacement of a small circular play area, removal of another small play area, removal of features at upper picnic area, removal of features at lower splash area and replacement of rubberized play surfacing.**

The performance period for this project including all project submittals, reviews, approvals and actual construction will last for **One Hundred Sixty (160) Calendars days**, including project completion, punch list and issuance of the Notice of Completion.

Pay applications will be tied to the successful completion of all activities in both parts of the contract including the timely submission of all paperwork.

Contractors submitting a bid for this project shall have an "A" General Engineering License, or "B" General Contractor License with the appropriate Licensed "C" Specialty subcontractors in the State of California. All Contractors whether General Engineering, General Contractor or subcontractor proposed in this bid must be appropriately and currently licensed by the State of California and registered with the California Department of Industrial Relations.

This project requires the payment of prevailing wages and certified payroll.

The awarded prime contractor shall post job site notices as prescribed by regulation starting as of January 1, 2015. Contractors and subcontractors shall furnish records specified in Labor Code Section 1776 to the Labor Commissioner.

Pursuant to Labor Code Section 1771.1, any contractors bidding and subcontractors to be listed on a bid proposal are subject to Public Contract Code Section 4104 and shall not be eligible to bid unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No contractor or subcontractor may enter into a contract without proof of current registration to perform public works

The Bidder receiving the Award by the DISTRICT is required to comply with the provisions of the California Labor Code, including, without limitation, the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, submittal of payroll records, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. The Contractor shall post all pertinent wage determinations on the jobsite at all times.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of

prevailing wages is required, the contractor agrees to present to the DISTRICT, along with its request for payment, all applicable and necessary certified payrolls and other required documents for the time period covering such payment request. The DISTRICT shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and other required LCP documents are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., or wage violations are identified, the DISTRICT may hold sufficient funds to cover estimated wages and penalties under the contract pursuant to CA Labor Code 1771.6.

Pursuant to SB854, effective 1/1/2016, all project contractors will be required to additionally submit their certified payrolls to the Labor Commissioner's online portal. Refer to the Labor Compliance Packet for additional information.

Additional information is available from the Department of Industrial Relations web link: <http://www.dir.ca.gov>

Complete Bidding Documents are available through ARC Reprographics (ARC) at 4295 Main St, Riverside, CA 92501, 951-686-0530, or online at riverside.digiprint@e-arc.co. Contact ARC for your specific order request. A fee will be charged for any copies of the Bidding Documents furnished to a bidder. Free viewing of documents is available on the ARC website.

Issuance of this Request for Bids and the administration of any subsequent contract will be performed by the DISTRICT. All inquiries regarding this Request for Bids must be in writing and faxed or emailed to:

Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Riverside, CA 92509
Attention:
Michael Munoz Buyer II
Fax: 951-955-1383
mbmunoz@rivcoparks.org
See www.riversidecountyparks.org for DISTRICT information.

A mandatory pre-bid meeting will be held on October 19, 2016 at 10:00 A.M. at the existing splash pad site in the Day-use Area within the Lake Skinner Recreation Area It is suggested the representative who attends the pre-bid meeting be an estimator, a project manager or a superintendent. Discussion will be held regarding the administration of this contract. It is important that potential contractors understand the unique requirements of this project, how those requirements will affect their ability to perform in a satisfactory manner and how this will affect the bid amount.

Meeting will be held in the Day Use Area at the Lake Skinner Recreation Area where the existing splash pad is located. When you arrive, inform the staff at the entry that you are attending the pre-bid meeting for the Splash Pad Expansion at Lake Skinner Recreation Area project and ask them for directions to the meeting location. You will not be charged.

All questions regarding the documents should be directed to the DISTRICT. Bids must be in accordance with the Contract Documents.

All bids are due no later than **2:00 PM, Wednesday, November 2, 2016**, 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.

Alternative formats available upon request to individuals with disabilities.

Date: October 5, 2016

Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant