

CHICO AREA RECREATION DISTRICT

CHICO, CALIFORNIA



NOTICE INVITING BIDS
GENERAL CONDITIONS
SPECIAL PROVISIONS
PROJECT CONTRACT
BID PROPOSAL

FOR

PROJECT NAME: ROSE GARDEN AND PAVILION

BID OPENING DATE: December 14, 2015

Approved By: _____

General Manager
CARD

PROFESSIONAL LANDSCAPE ARCHITECT'S CERTIFICATION

This is to certify that this Rose Garden and Pavilion design by Melton Design Group for the Chico Area Recreation District of Chico California has been prepared under my direction and supervision.





Greg Melton, RLA
California Registration No. 4217



Date

**FOR INFORMATION PURPOSES ONLY;
THIS IS NOT A PART OF THE CONTRACT DOCUMENT**

WHEN SUBMITTING YOUR BID, PLEASE SUBMIT ONLY:

1. ALL PF (PROPOSAL FORMS) FROM THE SPECIFICATION SET, PF-1 THROUGH PF-8.
2. ALL REQUIRED SUBMITTALS AS DESCRIBED IN THE SPECIFICATIONS
3. ALL ADDENDA (IF THERE ARE ANY).
4. BIDDER'S BOND.

IT IS NOT NECESSARY TO SUBMIT THE ENTIRE SET OF SPECIFICATIONS. PLEASE KEEP THE REMAINDER OF THE SET FOR YOUR INFORMATION.

PROPOSAL SHALL BE SUBMITTED IN A SEALED ENVELOPE PLAINLY MARKED ON THE OUTSIDE WITH THE PROJECT NAME, BID OPENING DATE AND TIME OF BID OPENING.

THANK YOU.

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I. NOTICE TO CONTRACTORS

CHICO AREA RECREATION DISTRICT
CHICO, CALIFORNIA

NOTICE TO CONTRACTORS

PROJECT NAME: ROSE GARDEN AND PAVILION

NOTICE INVITING BIDS - The Chico Area Recreation District will receive sealed bids for the above at the District Main Office, 545 Vallombrosa Avenue, Chico, CA 95926, until **4:00 PM December 14, 2015**, at which time they will be publicly opened and read.

GENERAL WORK DESCRIPTION - The work, in general, to be done under this contract consists of the removal of an existing turf grass area, construction of a steel arbors and a pavilion, all with wood accents, concrete sidewalks, seat walls and stairs, decomposed granite paths, an ornamental steel fence and gates, a site drainage system, site lighting, and irrigation; all within the confines of the CARD Center at 545 Vallombrosa Avenue, Chico, California.

BIDDERS INFORMATION - Bidders instructions, specifications and/or plans may be secured from Melton Design Group at 309 Wall Street, Chico, CA 95928; Telephone (530) 899-1616. The fee for the plans and specification packet is **\$100.00**, plus a \$10.00 mailing charge if mailing is requested. **No refunds will be made.**

BIDDERS CONFERENCE - An Optional bidders' conference has been scheduled for Thursday, **December 7th, at 3:00 p.m.** at the CARD Center to tour the site, discuss issues pertaining to the project and answer any contractor questions that may arise.

BID SUBMITTAL REQUIREMENTS - Bidders may only submit their bids on proposal forms provided by the District. **Bids must be submitted in a sealed envelope plainly marked on its outside with the item title and the bid opening date.** Each bid must be accompanied by cash, a certified or cashier's check, or a bid bond in favor of the CHICO AREA RECREATION DISTRICT (CARD) in an amount equal to at least ten percent (10%) of the amount bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

BID AWARD PROVISIONS; REJECTION - An award of bid, if a bid is awarded, will be made to the lowest responsible base bidder whose bid complies with the District's requirements within fourteen - (14) days of the bid opening date. The District has the option of accepting none, or any number and combination of bid alternatives. The District reserves the right, in its sole discretion, to reject any bid which fails to meet bid requirements in any respect, to reject all bids for any reasons whatsoever and to waive minor irregularities in any bid. In addition to its right to accept or reject any and all bids, the District reserves the right in its sole discretion to base the award of bid on the inclusion of any, all, or none of the additive alternate bid items included in the bid proposal.

INSURANCE; BONDS; REQUIRED - The bidder to whom a contract is awarded will be required to furnish to the District evidence of insurance coverage(s) and performance/labor and materials bonds in full compliance with the provisions of the contract documents.

APPRENTICESHIP STANDARDS - In accordance with the provisions of Part 7, Chapter 1, Article 2, Section 1777.5 of the Labor Code of the State of California, the prime contractor shall be responsible for fully complying with the provisions of this Section, as well as any regulations adopted by the Director of Industrial Relations, for all apprenticeable crafts of trades, and shall also assure compliance by his/her subcontractors with respect to such apprenticeable crafts or trades.

LICENSING REQUIREMENTS - At the time the District awards the contract for this project, the Contractor shall possess either an A, B or C27 Contractors License.

PAYMENT RETENTIONS; SUBSTITUTION OF SECURITIES - Ten percent (10%) will be withheld from each progress payment made to the contractor for work performed and will be held until completion of the work, its acceptance and the expiration of the period provided by law for filing liens by laborers or suppliers. In accordance with the provisions of Section 23300 of the Public Contract code of the State of California, securities may be substituted for the moneys which the District withholds.

PUBLISH DATE: **December 04, 2015**

SB854 NOTICE TO CONTRACTORS

The following requirements apply when:

1. Work being performed is "Public Works" as defined in Section 1720 et. seq. of California Labor Code; and
2. The total cost of the project (with or without materials) exceeds \$1,000.00.

Contractor Registration Requirements

Effective January 1, 2015, per California Senate Bill 854, CARD shall provide Notice to Contractors as follows:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]; and
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; and
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor Reporting Requirements

- For all new projects awarded on or after April 1, 2015, contractor and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.
- The Labor Commissioner may at any time require contractors and subcontractors to furnish electronic certified payroll records. **The District will not be able to issue final payment to the Contractor until confirmation of submission of Certified Payroll has been received.**
- Beginning January 1, 2016 the requirement to furnish electronic payroll records to the Labor Commissioner will apply to all public works projects regardless of the project start date.

Prevailing Wage

Contractor shall incorporate the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code 1770 et seq. seq., a copy of which may be accessed on the Internet at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. If the project requires the employment of work in any apprenticeable craft or trade, once awarded, the Contractor or Subcontractors must apply to the joint apprenticeship council unless already covered by local apprentice standards (Labor Code 1777.5).

Contractor or subcontractor shall forfeit twenty-five (\$25) for each worker employed in the execution of this contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week as penalty for violation of California Labor Code section 1813. In addition, any work performed by employees in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight (8) hours per day at not less than 1.5 times the basic rate of pay in accordance with Labor Code section 1815.

II. GENERAL CONDITIONS

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ARTICLE 1

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 APPLICABLE CODE REQUIREMENTS. The term “Applicable Code Requirements” means all laws; statutes; the most recent applicable building standard codes, as modified by State Regulations (Title 24); ordinances; rules; regulations; and lawful orders of all public authorities having jurisdiction over the Chico Area Recreation District, Contractor, any Subcontractor, the Project, the Project site, the Work, or the prosecution of the Work.

1.1.2 CONTRACT AGREEMENT. The term “Contract Agreement” means the written agreement executed between the District and the Contractor which requires the Contractor to do all the work and furnish all the labor and materials necessary for the Project, which sets forth the consideration to be paid by District to the Contractor for such work, and which incorporates by reference these general provisions.

1.1.3 CONTRACT DOCUMENTS. The “Contract Documents” consist of all documents listed in Article 6 of the Contract Agreement.

1.1.4 CONTRACT MODIFICATION. The “Contract Modification” means (1) an amendment to the Contract Documents, (2) a change order, (3) a field order, or (4) a letter of instruction.

1.1.5 CONTRACT SUM. The term “Contract Sum” means the entire sum to be paid by District to Contractor for all work to be performed on the Project as set forth in the Contract Agreement.

1.1.6 CONTRACT TIME. The term “Contract Time” means the number of days set forth in the Contract Agreement within which full completion of the Work must be achieved. The Contract Time may be adjusted only by change order.

1.1.7 DAY. The term “Day,” as used in the bidding requirements and the Contract Documents, shall mean calendar day, unless otherwise specifically provided.

1.1.8 DRAWINGS. The term “Drawings” means the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. The Drawings are listed in the list of drawings.

1.1.9 FINAL COMPLETION. The term “Final Completion” means the Work has been fully completed in accordance with the Contract Documents as determined by District’s Representative pursuant to Section 9.7, Final Completion and Final Payment, of the General Conditions.

1.1.10 DISTRICT. The term “District” means the Chico Area Recreation District (CARD).

1.1.11 CITY. The term “City” means the City of Chico.

1.1.12 COUNTY. The term “County” means the County of Butte.

1.1.13 DISTRICT’S REPRESENTATIVE. The term “District’s Representative” means the District’s Project Inspector or designee identified as such in the Contract Documents.

1.1.14 PRODUCT DATA. “Product Data” are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate or describe materials or equipment for some portion of the Work.

1.1.15 PROJECT. The term “Project” means the total construction of the Work performed under the Contract Documents which may be the whole or a part and which may include construction by City, District or by separate contractors.

1.1.16 SAMPLES. “Samples” are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

1.1.17 SHOP DRAWINGS. “Shop Drawings” are drawings, diagrams, schedules, and other data specially prepared for the Work by Contractor or a Subcontractor to illustrate some portion of the Work.

1.1.18 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, and performance of related services.

1.1.19 SUBCONTRACTOR. The term “Subcontractor” means any person or legal entity who contracts with Contractor to provide labor, materials, equipment and/or services required for construction of the Project.

1.1.20 WORK. The term “Work” means the construction and services required by the Contract Documents and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor’s obligations.

1.2 INTERPRETATION

1.2.1 The Contract Documents are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, the Supplementary Conditions shall control over the General Conditions and the Specifications shall control over the Drawings. Figured dimensions shall control over scaled measurements.

1.2.2 The Contract Documents may omit modifying words such as “all” and “any,” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word “including,” when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as “without limitation,” “but not limited to,” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

1.2.3 Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

ARTICLE 2

DISTRICT

2.1 INFORMATION AND SERVICES PROVIDED BY DISTRICT

2.1.1 If required for performance of the Work, as determined by District's Representative, District will make available a survey describing those physical characteristics, boundaries, easements, and utility locations for the Project site of which District has actual knowledge.

2.1.2 Contractor will be furnished, free of charge, such copies of the Contract Documents as District deems reasonably necessary for execution of the Work.

2.2 DISTRICT TO PROVIDE ACCESS TO PROJECT SITE

2.2.1 District will provide, no later than the date designated in the current contract schedule accepted by District's Representative, the lands and facilities upon which the Work is to be performed, including such access to other lands and facilities designated in the Contract Documents for use by Contractor.

2.3 DISTRICT'S RIGHT TO STOP THE WORK

2.3.1 If Contractor fails to correct defective work as required by Section 12.2 or fails to perform the Work in accordance with the Contract Documents, District or District's Representative may direct Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated by Contractor. Contractor shall not be entitled to any adjustment of Contract Time or Contract Sum as a result of any such order. District and District's Representative shall have no duty or responsibility to Contractor or any other party to exercise the right to stop the Work.

2.4 DISTRICT'S RIGHT TO CARRY OUT THE WORK

2.4.1 If Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services to maintain the contract schedule, or otherwise fails to comply with any material term of the Contract Documents, and fails within four (4) days after receipt of notice from District to promptly commence and thereafter diligently continue to completion the correction of such failure, District may, without prejudice to other remedies District may have, correct such failure at Contractor's expense. In such case, District shall be entitled to deduct from payments then or thereafter due Contractor the cost of correcting such failure, including compensation for the additional services and expenses of District's Representative and District's consultants made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the additional amount to District.

2.5 DISTRICT'S RIGHT TO REPLACE DISTRICT'S REPRESENTATIVE

2.5.1 District may at any time and from time to time, without prior notice to or approval of Contractor, replace District's Representative with a new District's Representative. Upon receipt of notice from District informing Contractor of such replacement and identifying the new District's Representative, Contractor shall recognize such person or firm as District's Representative for all purposes under the Contract Documents.

ARTICLE 3

CONTRACTOR

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.1.1 Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by District, and shall promptly report in writing to District's Representative any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with Applicable Code Requirements observed by Contractor.

3.1.2 Contractor shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to District's Representative.

3.1.3 If Contractor performs any construction activity which it knows or should know involves an error, inconsistency, or omission referred to in Paragraphs 3.1.1 and 3.1.2, without notifying and obtaining the written consent of District's Representative, Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting defective work.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 Contractor shall supervise, coordinate, and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work, unless otherwise shown or specified in the Contract Documents or directed in writing by District's Representative.

3.2.2 Contractor shall be responsible to District for acts and omissions of Contractor's agents, employees, and Subcontractors, and their respective agents and employees.

3.2.3 Contractor shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents either by acts or omissions of District or District's Representative in the administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons or firms other than Contractor.

3.2.4 Contractor shall be responsible for inspection of all portions of the Work, including those portions already performed under the Contract Documents, to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Work.

3.2.5 Contractor shall at all times maintain good discipline and order among its employees and Subcontractors. Contractor shall provide competent, fully qualified personnel to perform the Work.

3.2.6 Contractor shall furnish District's Representative at the beginning of each week with a copy of each of Contractor's daily Project reports prepared by Contractor's superintendent (or other Project manager) for the prior week.

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4 CONTRACTOR'S WARRANTY

3.4.1 Contractor warrants to District that all materials and equipment used in or incorporated into the Work will be of good quality, new, and free of liens, Claims, and security interests of third parties; that the Work will be of good quality and free from defects; and that the Work will conform with the requirements of the Contract Documents. If required by District's Representative, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5 TAXES

3.5.1 Contractor shall pay all sales, consumer, use, and similar taxes for the Work or portions thereof provided by Contractor, which are enacted when bids for the Work are received, whether or not yet effective or merely scheduled to go into effect.

3.6 PERMITS, FEES, AND NOTICES

3.6.1 Contractor shall secure and pay for all permits, approvals, government fees, licenses, and inspections necessary for the proper execution and performance of the Work. Contractor shall deliver to District all original licenses, permits, and approvals obtained by Contractor in connection with the Work prior to the final payment or upon termination of the Contract Agreement, whichever is earlier.

3.7 APPLICABLE CODE REQUIREMENTS

3.7.1 Contractor shall perform the Work in accordance with the following Applicable Code Requirements:

- .1 All laws, statutes, the most recent applicable building standard codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over District, Contractor, any Subcontractor, the Project, the Project site, the Work, or the prosecution of the Work.
- .2 The Federal Occupational Safety and Health Act and all other Applicable Code Requirements relating to safety.
- .3 Applicable titles in the State of California Code of Regulations.
- .4 Applicable sections in the State of California Labor Code.
- .5 All Applicable Code Requirements relating to nondiscrimination, payment of prevailing wages (if required by the Supplementary Conditions), payroll records, apprentices, and Work day. (In accordance with California law, District retains the right to opt out of prevailing wage requirements where the Project is not being funded with a state grant or subvention or is not otherwise considered to be a matter of state concern.)

Without limiting the foregoing, Contractor shall comply with the provisions regarding nondiscrimination, payment of prevailing wages (if required by the Supplementary Conditions), payroll records, apprentices, and Work day set forth in Article 14.

3.7.2 Contractor shall comply with and give notices required by all Applicable Code Requirements, including all environmental laws and all notice requirements under the State of California Safe Drinking Water and Enforcement Act of 1986 (State of California Health and Safety Code Section 25249.5 and applicable sections that follow). Contractor shall promptly notify District's Representative in writing if Contractor becomes aware during the performance of the Work that the Contract Documents are at variance with Applicable Code Requirements. If changes in the Work are necessary to correct such variance, Contract Sum and Contract Time will be subject to change by change order.

3.7.3 If Contractor performs Work which it knows or should know is contrary to Applicable Code Requirements, without prior notice to District and District's Representative, Contractor shall be responsible for such Work and shall bear the resultant losses, including, without limitation, the costs of correcting defective work.

3.8 SUPERINTENDENT

3.8.1 Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the performance of the Work. The superintendent and any replacement superintendent shall be subject to the approval of District. Upon notice from District's Representative requesting replacement of a superintendent who is unsatisfactory to District, Contractor shall promptly replace such superintendent with a competent superintendent satisfactory to District. The superintendent shall have authority to act on behalf of the contractor and all communications given to and received from superintendent shall be binding on Contractor.

3.9 SCHEDULES REQUIRED OF CONTRACTOR

3.9.1 Contractor shall submit a preliminary contract schedule to District's Representative in the form and within the time limit required by the Specifications. District's Representative will review the preliminary contract schedule with Contractor within the time limit required by the Specifications.

3.9.2 Contractor shall submit a contract schedule to District's Representative in the form and within the time limits required by the Specifications, which must be acceptable to District's Representative. Contractor shall submit updated contract schedules, which must be acceptable to District's Representative, within five (5) days following the end of each calendar month during which Work is in progress or at such other frequency as may be provided by the

plans and Specifications. Failure to provide the required acceptable schedules may result in District's withholding of partial payments.

3.9.3 The preliminary contract schedule, the contract schedule, and updated contract schedules shall represent a practical plan to complete the Work within the Contract Time. Extension of any schedule beyond the Contract Time shall not be acceptable. Schedules showing the Work completed in less than the Contract Time may be acceptable if judged by District's Representative to be practical. However, acceptance of such a schedule by District's Representative shall not change the Contract Time. The Contract Time, not the contract schedule, shall control the determination of whether liquidated damages should be assessed against the Contractor because of any delay in completion of the Project.

If a schedule showing the Work completed in less than the Contract Time is accepted, Contractor shall not be entitled to extensions of the Contract Time for Excusable Delays or Compensable Delays or to adjustments of the Contract Sum for Compensable Delays until such delays extend the completion of the Work beyond the expiration of the Contract Time.

3.9.4 Contractor shall prepare and keep current, to the satisfaction of District's Representative, a schedule of submittals, as required by the Specifications, and that is coordinated with the contract schedule.

3.9.5 District's Representative's review of the form and general content of the preliminary contract schedule, contract schedule, and updated contract schedules is for the purpose of determining, in its judgment, whether the following requirements are satisfied:

- .1 Schedules must be suitable for monitoring progress of the Work.
- .2 Schedules must provide necessary data about the timing for District decisions and District-furnished items.
- .3 Schedules must be in sufficient detail to demonstrate adequate planning for the Work.
- .4 Schedules must represent a practical plan to complete the Work within the Contract Time.

Contractor shall plan, develop, supervise, control, and coordinate the performance of the Work so that its progress and the sequence and timing of Work activities conform to the current accepted contract schedule. Contractor shall continuously obtain from Subcontractors information and data about the planning for and progress of the Work and the delivery of equipment, shall coordinate and integrate such information and data into updated contract schedules, and shall monitor the progress of the Work and the delivery of equipment. Contractor shall act as the expeditor of potential and actual delays, interruptions, hindrances, or disruptions for its own forces and those forces of Subcontractors, regardless of tier. Contractor shall cooperate with District's Representative in the development of the contract schedule and updated contract schedules.

District's Representative's acceptance of or its review comments about any schedule or scheduling data shall not relieve Contractor from its sole responsibility to plan for, perform, and complete the Work within the Contract Time.

Acceptance of or review comments about any schedule shall not transfer responsibility for any schedule to District's Representative or District nor imply their agreement with (1) any assumption upon which such schedule is based or (2) any matter underlying or contained in such schedule.

Failure of District's Representative to discover errors or omissions in schedules that it has reviewed, or to inform Contractor that Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the contract schedule shall not relieve Contractor from its sole responsibility to perform and complete the Work within the Contract Time and shall not be a cause for an adjustment of the Contract Time or the Contract Sum.

3.9.6 Contractor shall perform the Work in accordance with the current accepted contract schedule.

3.10 DOCUMENTS AND SAMPLES AT PROJECT SITE

3.10.1 Contractor shall maintain the following at the Project site:

- .1 One record copy of the Contract Documents, in good order and marked to record current changes and selections made during construction.
- .2 The current accepted contract schedule.
- .3 Shop Drawings, Product Data, and Samples.
- .4 All other required submittals.
- .5 A copy of each subcontract requiring Work to be done for the Project.

These shall be available to District's Representative and shall be delivered to District's Representative for submittal to District upon the earlier of Final Completion or termination of the Contract Agreement.

3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.11.1 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate, for those portions of the Work for which submittals are required, how Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

3.11.2 Contractor shall review, approve, and submit to District's Representative Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of District or of separate contractors. Submittals made by Contractor which are not required by the Contract Documents may be returned without action by District's Representative.

3.11.3 Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been reviewed by District's Representative and no exceptions have been taken by District's Representative. Such Work shall be in accordance with approved submittals and the Contract Documents.

3.11.4 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, Contractor represents that it has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents and Shop Drawings for related Work.

3.11.5 If Contractor discovers any conflicts, omissions, or errors in Shop Drawings or other submittals, Contractor shall notify District's Representative and receive instruction before proceeding with the affected Work.

3.11.6 Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by District's Representative's review of Shop Drawings, Product Data, Samples, or similar submittals, unless Contractor has specifically informed District's Representative in writing of such deviation at the time of submittal and District's Representative has given written approval of the specific deviation. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by District's Representative's review, acceptance, comment, or approval thereof.

3.11.7 Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by District's Representative on previous submittals.

3.12 USE OF SITE AND CLEAN UP

3.12.1 Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits, and the Contract Documents. Contractor shall not unreasonably encumber the Project site with materials or equipment.

3.12.2 Contractor shall, during performance of the Work, keep the Project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by Contractor. Contractor shall remove all excess dirt, waste material, and rubbish caused by the Contractor; tools; equipment; machinery; and surplus materials from the Project site and surrounding area at the completion of the Work.

3.12.3 Personnel of Contractor and Subcontractors shall not occupy, live upon, or otherwise make use of the Project site during any time that Work is not being performed at the Project site, except as otherwise provided in the Contract Documents.

3.13 CUTTING AND PATCHING

3.13.1 Contractor shall do all cutting, fitting, or patching of the Work required to make all parts of the Work come together properly and to allow the Work to receive or be received by Work of separate contractors shown upon, or reasonably implied by, the Contract Documents.

3.13.2 Contractor shall not endanger the Work, the Project, or adjacent property by cutting, digging, or otherwise. Contractor shall not cut or alter the Work of any separate contractor without the prior consent of District's Representative.

3.14 ACCESS TO WORK

3.14.1 District, District's Representative, their consultants, and other persons authorized by District shall at all times have access to the Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access and for inspection.

3.15 ROYALTIES AND PATENTS

3.15.1 Contractor shall pay all royalties and license fees required for the performance of the Work. Contractor shall defend suits or Claims resulting from Contractor's or any Subcontractor's infringement of patent rights and shall indemnify District and District's Representative from losses on account thereof.

3.16 CONCEALED OR UNKNOWN CONDITIONS

3.16.1 If conditions are encountered by Contractor or any Subcontractor at the Project site which are:

- .1 subsurface,
- .2 otherwise concealed and unusual, or
- .3 unknown and unusual physical conditions, which differ materially from those:
 - .1 indicated in or reasonably inferable from the Contract Documents, or
 - .2 discoverable by a reasonable pre-bid Project site inspection, then Contractor shall give notice to District's Representative promptly before such conditions are disturbed and no later than three (3) days after the first observance of such conditions. District's Representative will promptly, using reasonable efforts to minimize delay to the progress of the Work, investigate and determine if such conditions meet the criteria specified above. If such criteria are met, District's Representative will determine what action shall be taken and to what extent, if any, adjustments should be made to the Contract Sum and the Contract Time. District's Representative will state the reasons for such determination in writing.

3.17 REPAIR OF DAMAGED WORK

3.17.1 Contractor shall promptly repair and replace any Work or materials damaged or destroyed prior to Final Completion. If such damage to or loss of the Work does not arise, in whole or in part, from the acts or omissions of Contractor, any Subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable, the following may occur:

- .1 The Contract Time will be subject to adjustment by change order.
- .2 The Contract Sum will be subject to adjustment by change order, if and to the extent that the actual costs of such repair and replacement exceed the greater of the following:
 - .1 The proceeds of insurance received by Contractor for such loss.
 - .2 The amount of insurance proceeds which would have been obtained under the insurance policies required to be maintained by Contractor under the Contract Documents.
 - .3 The amount of insurance proceeds which would have been obtained under the insurance policies required to be maintained by Contractor under the Contract Documents, but for the insurers' inability or refusal to honor such policies.

3.18 DUTY TO DEFEND

3.18.1 To the fullest extent permitted by law, the Contractor shall defend District from and against all suits filed against District alleging Claims (including costs of attorneys' fees) by reason of liability imposed by law and all Claims, including but not limited to, Claims of personal injury, death, damage to property and loss of use thereof, or any Claims arising out of Contractor's performance of the Contract Agreement, or damages or other relief based on allegations of the failure of the Contractor or its Subcontractors to properly perform its obligations under the Contract Agreement, or the Contractor's violations of any legal duties, even if the allegations of any such suit are groundless, false or fraudulent, and the Contractor may make such investigation and settlement of any such suit as it deems expedient. This duty to defend is separate and independent from the Contractor's duty to indemnify and hold harmless District from such Claims. Any failure to fulfill this obligation shall be a default of the Contractor's performance obligations under the Contract Agreement.

3.19 DUTY TO INDEMNIFY

3.19.1 To the fullest extent permitted by the law, the Contractor shall hold harmless and indemnify District from and against all Claims, losses and expenses (including costs of attorneys' fees) by reason of liability imposed by law for any and all Claims, including but not limited to, Claims of personal injury, death, damage to property and loss of use thereof, or any Claims arising out of Contractor's performance of the Contract Agreement, or damages or other relief based on allegations of the failure of the Contractor or its Subcontractors to properly perform its obligations under the Contract Agreement, or the Contractor's violations of any legal duties. Any failure to fulfill this obligation shall be a default of the Contractor's performance obligations under the Contract Agreement.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 ADMINISTRATION OF THE CONTRACT BY DISTRICT'S REPRESENTATIVE

4.1.1 District's Representative will provide administration of the Contract Documents in the manner provided therein and will be the representative of District as follows:

- .1 During construction.
- .2 Until final payment is due.

- .3 At District's request from time to time during the guarantee to repair period described in Section 12.2.

District's Representative will have authority to act on behalf of District only to the extent provided in the Contract Documents. The approval by any architect or designer providing design services for District of any modification to the Drawings or Specifications and/or any time extension is not effective unless and until incorporated into a change order approved by District's Representative.

4.1.2 District's Representative will visit the Project site at intervals appropriate to the stages of construction to become familiar with the progress and quality of the completed Work and to determine if the Work is being performed in accordance with the Contract Documents. However, no actions taken during such Project site visit by District's Representative shall relieve Contractor of its obligations as described in the Contract Documents.

4.1.3 District's Representative will not have control over, will not be in charge of, and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely Contractor's responsibility, unless otherwise required by the Contract Documents.

4.1.4 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, District and Contractor shall communicate through District's Representative. Communications by Contractor with District's consultants shall be through District's Representative. Communications by District and District's Representative with Subcontractors shall be through Contractor. Communications by Contractor and Subcontractors with separate contractors shall be through District's Representative. Contractor shall not rely on oral or other non-written communications.

4.1.5 Based on District's Representative's Project site visits and evaluations of Contractor's partial payment requests, District's Representative will review and certify the amounts, if any, due Contractor and will issue certificates for payment in such amounts.

4.1.6 District's Representative will have the authority to reject the Work, or any portion thereof, which does not conform to the Contract Documents. District's Representative shall have the authority to stop the Work or any portion thereof. Whenever District's Representative considers it necessary or advisable for implementation of the intent of the Contract Documents, District's Representative will have the authority to require additional inspection or testing of the Work in accordance with the Contract Documents, whether or not such Work is fabricated, installed, or completed. However, no authority of District's Representative conferred by the Contract Documents, nor any decision made in good faith either to exercise or not exercise such authority, shall give rise to a duty or responsibility of District's Representative to Contractor, Subcontractors, directors, officers, agents, or employees of Contractor or Subcontractors, any other person or firm performing portions of the Work, or third parties.

4.1.7 District's Representative will prepare change orders, field orders, and letters of instruction.

4.1.8 District's Representative will conduct inspections in connection with Beneficial Occupancy, as described in Section 9.6, and to determine the dates of substantial completion and Final Completion; will receive and forward to District, for District's review, any records, written warranties, and related documents required by the Contract Documents and assembled by Contractor; and will issue a final certificate for payment upon Contractor's compliance with the requirements of the Contract Documents.

4.1.9 District's Representative shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by Contractor. Should Contractor discover any conflicts, omissions, or errors in the Contract Documents; have any questions about the interpretation or clarification of the Contract Documents; question whether Work is within the scope of the Contract Documents; or question that Work required is not sufficiently detailed or explained, then, before proceeding with the Work affected, Contractor shall notify District's Representative in writing and request interpretation, clarification, or furnishing of additional detailed instructions. District's Representative's response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness. Should Contractor proceed with the Work

affected before receipt of a response from District's Representative, any portion of the Work which is not done in accordance with District's Representative's interpretations, clarifications, instructions, or decisions shall be removed or replaced and Contractor shall be responsible for all resultant losses.

4.2 CLAIMS

4.2.1 The term "Claim" means a written demand or assertion by Contractor seeking, as a matter of right, adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, or determination of other disputes or matters in question between District and Contractor arising out of or related to the Contract Documents or the performance of the Work, including Claims alleging an error or omission by District's Representative. However, the term "Claim" shall not include, and the claims procedures provided under this Article 4 shall not apply to the following:

- .1 Claims respecting penalties for forfeitures prescribed by statute or regulation which a government agency is specifically authorized to administer, settle, or determine.
- .2 Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.
- .3 Claims respecting a latent defect, breach of warranty, or guarantee to repair.
- .4 Claims respecting stop notices.

4.2.2 A Claim must be stated with specificity, including identification of the event giving rise to the Claim, the date of the event, and the asserted effect on the Contract Sum and the Contract Time. The Claim shall include adequate supporting data. Adequate supporting data for a Claim for an adjustment of the Contract Time shall include scheduling data demonstrating the impact of the event on completion of the Work. Adequate supporting data for a Claim for an adjustment of the Contract Sum shall include a detailed cost breakdown of items allowed under Section 7.2. If the exact amount of a Claim is not ascertainable at the time such Claim is made, such supporting data as are then available shall be submitted. Supplemental data supporting the exact amount of the Claim shall be submitted as soon as available.

4.2.3 Submission of a Claim, and all supporting data, correspondence, and documentation relating thereto, shall be made in accordance with Section 15.8.

4.2.4 Contractor shall provide written notice to District's Representative of a potential Claim for additional time or compensation as soon as possible and before proceeding to execute the Work or portions of the Work giving rise to any such Claim. The written notice of potential Claim shall set forth the reasons the Contractor believes additional compensation or time may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential Claim. Thereafter, Contractor shall submit a more detailed Claim in the manner required by Section 4.3. Contractor hereby expressly waives any Claims of which Contractor was aware, whether or not the exact amounts of such Claims were ascertainable, that are not submitted to District's Representative prior to Contractor proceeding to execute the Work or portions of the Work giving rise to such Claims.

4.3 ASSERTION OF CLAIMS

4.3.1 SUBMISSION TO DISTRICT'S REPRESENTATIVE. All Claims shall be first submitted to District's Representative within the time limits provided in Paragraphs 4.2.4 and 4.3.3. Such submission to District's Representative shall be a condition precedent to submission of such Claim to mediation or arbitration.

4.3.2 CONTINUING CONTRACT PERFORMANCE. Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by District's Representative, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the Work, but shall diligently proceed with performance of the Work in accordance with the Contract Documents. District will continue to make payments in accordance with the Contract Documents.

4.3.3 TIME LIMIT ON CLAIMS. Contractor shall submit documentation in support of a Claim, together with adequate supporting data, to District's Representative as soon as possible but not later than twenty-one (21) days after the occurrence of the event giving rise to the Claim or the date Contractor first recognized, or reasonably should have recognized, the condition giving rise to the Claim, whichever is later. Contractor hereby expressly waives all Claims not made within the aforesaid time limits.

4.4 DECISION ON CLAIMS

4.4.1 District's Representative shall promptly review Claims. If District's Representative reasonably determines that additional supporting data are necessary, District's Representative shall request such additional data within ten (10) days after receipt of the Claim. Such data shall be furnished no later than ten (10) days after such request. District's Representative shall render a decision promptly, but, in any event, within forty-five (45) days after the later of the receipt of the Claim or the receipt of such additional supporting data; provided that, if the amount of the Claim is in excess of \$50,000, the aforesaid forty-five (45) day period shall be sixty (60) days. Failure of District's Representative to render a decision within the aforesaid forty-five (45) or sixty (60) day period shall be deemed a decision denying the Claim and the last day of such period shall be the date of such decision. The decision of District's Representative shall be final and binding, subject, however, to arbitration as provided in Paragraph 4.4.2.

4.4.2 If either Contractor or District disputes District's Representative's decision on a Claim, such party (the "Disputing Party") may initiate arbitration not later than one hundred eighty (180) days after the date of service in person or by mail on the Disputing Party of the final written decision of District's Representative or, if no written decision has been issued, within two hundred forty (240) days after acceptance of the Work.

4.4.3 If a demand for arbitration is not filed by either party within one hundred eighty (180) days after the written decision of District's Representative, that decision shall be final and binding, both parties shall have waived the right to arbitrate, and there shall not be any right to arbitrate or litigate such waiver or any other dispute arising out of the Contract Documents.

4.5 ARBITRATION

4.5.1 All Claims, disputes and other matters in question between the parties arising out of or relating to the Contract Documents shall be decided by arbitration in accordance with the provisions of Public Contract Code Sections 10240-10240.13 and 22201 and the rules of the Office of Administrative Hearings. The Contractor's surety may be made a party to the arbitration proceeding and the arbitration decision shall be binding upon the Contractor's surety. The arbitration decision shall be decided under and in accordance with the laws of the State of California, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law.

4.5.2 An Arbitration is commenced by filing with the Office of Administrative Hearings in Sacramento a verified Complaint in Arbitration within one hundred eighty (180) days from receipt of the decision, or, if no written decision has been issued, within two hundred forty (240) days after acceptance of the Work. The Petitioner shall serve copies of the complaint on the Respondent and any other named party.

4.5.3 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any arbitration proceeding.

4.5.4 Contractor shall include appropriate language requiring arbitration of all disputes as required by this Article 4 in all subcontracts and agreements of all kinds to which it is a party and which relate to any aspect of the Work so that all Subcontractors and material suppliers are subject to and bound by arbitration as set forth in this Article.

4.5.5 The provisions for arbitration and mediation provided in these General Conditions are in lieu of those contained in Article 1.5, Section 20104, of the Public Contract Code, which provisions are not binding upon District, which is a charter district governed by the California Constitution, Article XI, Section 5.

4.6 MEDIATION

4.6.1 If the parties to a dispute agree in writing, any Claim appealed from the decision of District's Representative may be submitted to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association ("AAA") then in effect.

ARTICLE 5

SUBCONTRACTORS

5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.1.1 Unless otherwise stated in the Contract Documents, Contractor shall submit in writing, prior to entering into subcontract agreements, the names and addresses of all Subcontractors proposed for the Work that were not previously listed in Contractor's bid. Any Subcontractor may be disqualified if District or District's Representative determines that such Subcontractor fails to meet the requirements of the Contract Documents or for any other reason.

5.1.2 In accordance with the Subletting and Subcontracting Fair Practices Act, nothing herein shall be deemed to entitle Contractor, without the approval of District, to substitute other Subcontractors for those named in Contractor's list of Subcontractors and list of changes in Subcontractors due to alternates contained in the completed bid form; and, except with such approval, no such substitution shall be made.

5.1.3 Except as hereinafter provided, any increase in the cost of the Work resulting from the replacement or substitution of a Subcontractor, as required by District or District's Representative pursuant to Paragraph 5.1.1, shall be borne solely by Contractor and Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time on account of such replacement or substitution. However, if a replacement or substitution of any Subcontractor is made as a result of the request of District or District's Representative for any reason other than failure of such Subcontractor to meet the requirements of the Contract Documents, the Contract Sum shall be subject to adjustment of an amount equal to the increase or decrease in the original subcontract amount. In such cases and at the request of District, the replacement Subcontractor shall be selected through a competitive bidding process acceptable to District.

5.2 SUBCONTRACTUAL RELATIONS

5.2.1 All subcontracts shall be in writing and shall require the Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract Documents, to assume toward Contractor all the obligations and responsibilities which Contractor assumes towards District by the Contract Documents, and to perform such portion of the Work in accordance with the Contract Documents. Each such subcontract shall preserve and protect the rights of District under the Contract Documents, with respect to the Work to be performed by Subcontractor, so that subcontracting thereof will not prejudice such rights. Contractor shall cause each such subcontract to expressly include the following requirements:

- .1 Subcontractor waives all rights that Subcontractor may have against District for damages caused by fire or other perils covered by builder's risk property insurance carried by Contractor or District, except for such rights Subcontractor may have to the proceeds of such insurance held by District under Article 11.
- .2 District and entities and agencies designated by District shall have access to and the right to audit and copy at District's cost all of Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Subcontractor shall preserve all such records and other items for a period of at least three (3) years after Final Completion.
- .3 Subcontractor recognizes the rights of District under Section 5.3, Contingent Assignment of Subcontracts, and agrees, upon notice from District that District has elected to accept said assignment and to retain Subcontractor pursuant to the terms of the subcontract, to complete the

unperformed obligations under the subcontract and, if requested by District, to execute a written agreement confirming that Subcontractor is bound to District under the terms of the subcontract.

5.2.2 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and District, except when, and only to the extent that, District elects to accept the assignment of the subcontract with such Subcontractor pursuant to Section 5.3, Contingent Assignment of Subcontracts.

5.2.3 No Subcontractors shall commence to Work at the Project unless and until their subcontract is available for inspection at the Contractor's office at the Project site. Upon request of District's Representative, any or all subcontracts shall be produced for inspection. Any failure to produce a requested subcontract for inspection by District's Representative will be cause for District to withhold partial payments.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.3.1 Contractor hereby assigns to District all its interest in subcontracts now or hereafter entered into by Contractor for performance of any part of the Work. The assignment will be effective upon acceptance by District in writing and only as to those subcontracts which District designates in writing. District may accept said assignment at any time during the course of the Work and prior to Final Completion in the event of a suspension or termination of Contractor's rights under the Contract Documents. Such assignment is part of the consideration to District for entering into the Contract Agreement with Contractor and may not be withdrawn prior to Final Completion.

ARTICLE 6

SITE INVESTIGATION AND CONDITIONS

6.1 SITE INFORMATION PROVIDED BY DISTRICT

6.1.1 The District has made available to the Contractor, prior to the receipt of bids, all information of which District is aware as to surface and subsurface conditions in the vicinity of the Project site, including any topographical maps, reports of investigation of soil or subsurface conditions and logs of test borings, written opinions of technical advisers, and other information. All such information was obtained by District to assist the Project consultants and provide geotechnical data available for site preparation, grading and design of foundations.

6.1.2 The information which District has made available is not part of the Contract Documents and was made available solely for the convenience of the Contractor. It is expressly understood and agreed that the District assumes no responsibility whatsoever in respect to the sufficiency or accuracy of any investigation District has made, the records thereof, or of the interpretations set forth therein, and there is no warranty or guaranty, express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout the Project site or any part thereof, or that unanticipated developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

6.2 CONTRACTOR'S DUTY TO INSPECT SITE

6.2.1 The availability to the Contractor of District's information shall not be construed as a waiver of the Contractor's duty to examine the Project site. The Contractor represents that prior to submitting a bid, the Contractor visited the Project site and made such independent investigations and examinations deemed necessary to determine the existing conditions, nature of materials to be encountered and other facts concerning or affecting the Work to be performed under the Contract Documents.

6.3 RISK OF UNANTICIPATED SOIL OR SUBSURFACE CONDITIONS

6.3.1 The information which District has made available to Contractor will not relieve the Contractor from the risk of unanticipated soil or subsurface conditions or other physical conditions which were discoverable by a reasonable pre-bid inspection of the project site or from properly fulfilling the terms of the Contract Documents at the Contract Sum.

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

7.1.1 District may, from time to time, order additions, deletions, and other changes in the Work. Changes in the Work may be effected by change order or field order without invalidating the Contract Agreement and without notice to sureties.

7.1.2 Contractor shall proceed promptly with any changes in the Work, unless otherwise provided in the relevant change order, field order, or letter of instruction.

7.1.3 An adjustment of the Contract Time shall not be made unless the change described in the change order affects Work that is on the critical path of the Contract Schedule or otherwise affects critical Work activities.

7.2 CHANGE ORDERS

7.2.1 A change order is a written instrument prepared by District's Representative, which provides for the following:

- .1 A change in the Work, if any.
- .2 An adjustment of the Contract Sum, if any.
- .3 An adjustment of the Contract Time, if any.

Change orders cannot be authorized by District's project architect or by anyone other than District's Representative, unless specifically authorized by the plans and specifications.

7.2.2 If requested, Contractor shall promptly provide District's Representative with a change order proposal, setting forth Contractor's proposed adjustments of the Contract Sum and the Contract Time, if any, for performing the change in the Work. Adjustments of the Contract Sum shall be determined using the methods described in this Section 7.2.

7.2.3 When Work is omitted by change order, the adjustment to the Contract Sum shall be computed on the basis of one or more of the following:

- .1 Unit prices stated in the Contract Documents or agreed upon by District's Representative and Contractor.
- .2 A lump sum agreed upon by District's Representative and Contractor, based upon the estimated costs of the omitted portions of the Work, with no Contractor fee.
- .3 As determined by District's Representative, if District and Contractor cannot agree upon one or both of the methods described above, which determination shall be in accordance with the methods described in Paragraphs 7.2.4 to 7.2.12.

Note that the District retains the right to specify which of the above basis of computation will be required per change order.

7.2.4 EXTRA WORK PERFORMED BY CONTRACTOR. The Contractor will be paid the direct costs for labor, materials and equipment used in performing extra work approved by District's Representative and determined as provided in Paragraphs 7.2.5 "Labor," 7.2.6 "Materials," 7.2.7 "Equipment Rental," 7.2.8 "Equipment on the Work," 7.2.9 "Equipment Not on the Work," 7.2.10 "Owner-Operated Equipment," and 7.2.11 "Dump Truck Rental."

To the total of the direct costs computed as provided in Paragraphs 7.2.5 "Labor," 7.2.6 "Materials," and 7.2.7 "Equipment Rental," there will be added a markup for overhead and profit of twenty-five percent (25%) to the cost of labor, fifteen percent (15%) to the cost of materials, and fifteen percent (15%) to the equipment rental. These markups shall constitute full compensation for all profit and overhead costs, regardless of whether the work was performed by Contractor or a Subcontractor, and shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Paragraphs 7.2.5 "Labor," 7.2.6 "Materials," and 7.2.7 "Equipment Rental." The total payment made as provided herein shall constitute full compensation therefor.

7.2.5 LABOR. Contractor will be paid the cost of labor for the workers (including supervisors when authorized by the District's Representative), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, Subcontractor, or other forces, will be the sum of the following:

- .1 Actual Wages. The actual wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.
- .2 Labor Surcharge. To the actual wages, as defined in Subparagraph 7.2.5.1, will be added a labor surcharge set forth in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished. The labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to or on behalf of the workers, other than actual wages as defined in Subparagraph 7.2.5.1 and subsistence and travel allowance as specified in Subparagraph 7.2.5.3.
- .3 Subsistence and Travel Allowance. The actual subsistence and travel allowance paid to the workers.

7.2.6 MATERIALS. The District reserves the right to furnish any materials it deems advisable, and the Contractor shall have no claims for costs and markup on these materials.

Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of those materials will be the cost to the purchaser, whether Contractor, Subcontractor or from the supplier thereof, except as the following are applicable:

- .1 If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the District notwithstanding the fact that the discount may not have been taken.
- .2 If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to the purchaser, the cost of those materials shall be deemed to be the price paid to the actual supplier as determined by the District's Representative plus the actual costs, if any, incurred in the handling of the materials.
- .3 If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of those materials shall not exceed the price paid by the purchaser for similar materials furnished from that source on contract items or the current wholesale price for those materials delivered to the job site, whichever price is lower.
- .4 If the cost of the materials is, in the opinion of the District's Representative excessive, then the cost of the material shall be deemed to be the lowest current wholesale price at which the materials were available in the quantities concerned delivered to the job site less any discounts as provided in Subparagraph 7.2.6.1.
- .5 If the Contractor does not furnish satisfactory evidence of the cost of the materials from the actual supplier thereof within sixty (60) days after the date of delivery of the material or within fifteen (15) days after acceptance of the Work, whichever occurs first, the District reserves the right to establish the cost of the materials at the lowest current wholesale prices at which the materials were available in the quantities concerned delivered to the location of the work, less any discounts as provided in Subparagraph 7.2.6.1.

7.2.7 EQUIPMENT RENTAL. The Contractor will be paid for the use of equipment at the rental rates listed for that equipment in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the Contract Documents, regardless of ownership and any rental or other agreement, if they may exist, for the use of that equipment entered into by the Contractor, except that for those pieces of equipment with a rental rate of \$10.00 per hour or less as listed in the Labor Surcharge and Equipment Rental Rates publication and which are rented from a local equipment agency, other than Contractor owned, the Contractor will be paid at the hourly rate shown on the rental agency invoice or agreement for the time used on the work as provided in Paragraph 7.2.8 "Equipment on the Work." If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor.

If it is deemed necessary by District's Representative to use equipment not listed in the Labor Surcharge and Equipment Rental Rates publication, a suitable rental rate for that equipment will be established by the District's Representative. The Contractor may furnish any cost data which might assist the District's Representative in the establishment of the rental rate. If the rental rate established by the District's Representative is \$10.00 per hour or less, the provisions above concerning rental of equipment from a local equipment agency shall apply. The rental rates paid as above-provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided in Paragraph 7.2.5 "Labor."

All equipment shall, in the opinion of the District's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools not listed in the Labor Surcharge and Equipment Rental Rate publication and having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

7.2.8 EQUIPMENT ON THE WORK. The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than the extra work.

The following shall be used in computing the rental time of equipment on the work:

- .1 When hourly rates are listed, less than thirty (30) minutes of operation shall be considered to be 0.5-hour of operation.
- .2 When daily rates are listed, less than four (4) hours of operation shall be considered to be 0.5-day of operation.

7.2.9 EQUIPMENT NOT ON THE WORK. For the use of equipment moved in on the work and used exclusively for extra work paid, the Contractor will be paid the rental rates listed in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished, or determined as provided in Paragraph 7.2.7 and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

- .1 The original location of the equipment to be hauled to the location of the work shall be agreed to by the District's Representative in advance.
- .2 The District will pay the costs of loading and unloading the equipment.
- .3 The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers.
- .4 The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.
- .5 The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the equipment is used to perform the extra work on those days, and shall terminate at the end of the day on which the District's Representative directs the Contractor to discontinue the use of the equipment.

The rental time to be paid per day will be in accordance with the following:

Hours Equipment is in Operation	Hours to be paid
0	4
0.5	4.25
1	4.5
1.5	4.75
2	5
2.5	5.25
3	5.5
3.5	5.75
4	6
4.5	6.25
5	6.5
5.5	6.75
6	7
6.5	7.25
7	7.5
7.5	7.75
8	8
Over 8	hours in operation

The hours to be paid for equipment which is operated less than eight (8) hours due to breakdowns shall not exceed eight (8) less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than thirty (30) minutes of operation shall be considered to be 0.5-hour of operation.

When daily rates are listed, payment for 0.5-day will be made if the equipment is not used. If the equipment is used, payment will be made for one (1) day.

The minimum rental time to be paid for the entire rental period on an hourly basis shall not be less than eight (8) hours or, if on a daily basis, shall not be less than one (1) day.

- .6 Should the Contractor desire the return of the equipment to a location other than its original location, the District will pay the cost of transportation in accordance with the above provisions, provided the payment shall not exceed the cost of moving the equipment to the work.

- .7 Payment for transporting, and loading and unloading equipment, as above provided, will not be made if the equipment is used on the work in any other way than upon extra work paid for.

When extra work, other than work specifically designated as extra work in the plans and specifications, is to be paid and the District's Representative determines that the extra work requires the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the work, the District's Representative may authorize payment for the use of the equipment at equipment rental rates in excess of those listed as applicable for the use of that equipment subject to the following additional conditions:

- .1 The District's Representative shall specifically approve the necessity for the use of particular equipment on that work,
- .2 The Contractor shall establish to the satisfaction of the District's Representative that the equipment cannot be obtained from the Contractor's normal equipment source or sources and those of the Contractor's Subcontractors,
- .3 The Contractor shall establish to the satisfaction of the District's Representative that the proposed equipment rental rate for the equipment from the proposed source is reasonable and appropriate for the expected period of use,
- .4 The District's Representative shall approve the equipment source and the equipment rental rate to be paid by the District before the Contractor begins work involving the use of that equipment.

7.2.10 OWNER-OPERATED EQUIPMENT. When owner-operated equipment is used to perform extra work, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in accordance with the provisions in Paragraph 7.2.7 "Equipment Rental."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project or, in the absence of other workers operating similar equipment, at the rates for that labor established by collective bargaining agreements for the type of workers and location of the work, whether or not the owner-operator is actually covered by an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in Subparagraph 7.2.5.2 "Labor Surcharge."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for equipment rental and labor as provided in Paragraph 7.2.4 "Extra Work Performed by Contractor."

7.2.11 DUMP TRUCK RENTAL. Dump truck rental shall conform to the provisions of Paragraphs 7.2.7 "Equipment Rental," 7.2.8 "Equipment on the Work," and 7.2.9 "Equipment Not on the Work," except as follows:

- .1 Fully maintained and operated rental dump trucks used in the performance of extra work will be paid for at the same hourly rate paid by the Contractor for use of fully maintained and operated rental dump trucks in performing contract item work.
- .2 In the absence of contract item work requiring dump truck rental, the District's Representative will establish an hourly rental rate to be paid. The Contractor shall provide the District's Representative with complete information on the hourly rental rates available for rental of fully maintained and operated dump trucks.
- .3 The provisions in Paragraph 7.2.5 "Labor" shall not apply to operators of rented dump trucks.
- .4 The rental rates listed for dump trucks in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates shall not apply.

- .5 To the total of the rental costs for fully maintained and operated dump trucks, including labor, there will be added a markup of fifteen percent (15%). No separate markup will be made for labor.
- .6 The provisions of Paragraph 7.2.10 "Owner-Operated Equipment" shall not apply to dump truck rentals.

7.2.12 WORK PERFORMED BY SPECIAL FORCES OR OTHER SPECIAL SERVICES. When the District's Representative and the Contractor, by agreement, determine that a special service or an item of extra work cannot be performed by the forces of the Contractor or those of any of the Contractor's Subcontractors, that service or extra work item may be performed by a specialist. Invoices for the service or item of extra work on the basis of the current market price thereof may be accepted without a complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide a complete itemization.

In those instances wherein a Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of the extra work performed in the facility may, by agreement, be accepted as a specialist billing.

To the specialist invoice price, less a credit to the District for any cash or trade discount offered or available, whether or not the discount may have been taken, will be added fifteen percent (15%) in lieu of the percentages provided in Paragraph 7.2.4 "Extra Work Performed by Contractor."

7.2.13 RECORDS. The Contractor shall maintain records in such a manner as to provide a clear distinction between the direct costs of extra work and the costs of other operations. From the above records, the Contractor shall furnish the District's Representative completed daily extra work reports, either on forms furnished by the District or on computerized facsimiles of the California Department of Transportation's forms acceptable to the District's Representative, for each day's extra work. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, Subcontractor, or other forces, except for charges described in Paragraph 7.2.12 "Work Performed by Special Forces or Other Special Services." The daily extra work reports shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated.

Material charges shall be substantiated by valid copies of vendor's invoices. The invoices shall be submitted with the daily extra work reports or, if not available, they shall be submitted with subsequent daily extra work reports. Should the vendor's invoices not be submitted within sixty (60) days after the date of delivery of the material or within fifteen (15) days after completion of the extra work, whichever occurs first, the District reserves the right to establish the cost of the materials at the lowest current wholesale prices at which those materials were available in the quantities concerned, delivered to the location of work, less any discounts as provided in Subparagraph 7.2.6.1.

Daily extra work reports shall be signed by the Contractor or the Contractor's authorized representative.

The District's Representative will compare his or her records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, the reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the District.

The Contractor's cost records pertaining to extra work shall be open to inspection or audit by representatives of the District during the life of the Contract Agreement and for a period of not less than four (4) years after the date of the notice of completion or cessation of labor therefor, and the Contractor shall retain those records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to ensure that the cost records of those other forces will be open to inspection and audit by representatives of the District on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than sixty (60) days after the acceptance date of the notice of completion or cessation of labor, the Contractor will be given a reasonable notice of the time when the audit is to begin.

7.2.14 PAYMENT. Payment as provided in Paragraphs 7.2.4 "Extra Work Performed by Contractor" and 7.2.12 "Work Performed by Special Forces or Other Special Services" shall constitute full compensation to the Contractor for performance of extra work and no additional compensation will be allowed therefor. The payment will be made in accordance with the provisions in Section 9.2 "Partial Payment."

7.3 FIELD ORDERS

7.3.1 A field order describing the scope of the change in the Work and the estimated adjustments of the Contract Sum and the Contract Time may be issued by District's Representative to order a change in the Work before the terms of the change incorporated into a change order. If appropriate, Contractor shall promptly provide District's Representative with a change order proposal setting forth its estimate of the adjustments of the Contract Sum and the Contract Time, if any, for performing the change in the Work. The field order will be superseded by a change order which shall include the actual adjustments, if any, of the Contract Sum and the Contract Time, as well as the scope of the change in the Work. Only District's Representative has the authority to issue field orders, except when otherwise provided in the plans or Specifications.

7.3.2 If the field order provides for an adjustment of the Contract Sum, the adjustment shall be based upon one of the methods described in Section 7.2.

7.3.3 Upon receipt of a field order, Contractor shall promptly proceed with the change in the Work. Contractor shall advise District's Representative of its agreement or disagreement with the method, if any, provided in the field order for determining the proposed adjustments of the Contract Sum and the Contract Time.

7.3.4 A field order signed by Contractor indicates the agreement of Contractor therewith, including Contractor's agreement to the estimated adjustments of the Contract Sum and the Contract Time and the methods used to determine those adjustments. Such agreement shall be effective immediately and will be followed with a change order at such time as the actual adjustments are determined.

7.3.5 If Contractor does not agree to the adjustment of the Contract Sum set forth in a field order, District's Representative shall determine the adjustment of the Contract Sum in accordance with the provisions of Paragraphs 7.2.4 through 7.2.12 and Contractor shall comply with the provisions of Paragraph 7.2.13 regarding records and documentation of actual costs.

7.4 LETTERS OF INSTRUCTION

7.4.1 District's Representative may issue letters of instruction which make interpretations or clarifications of the Contract Documents that do not change the scope of Work or involve an adjustment of the Contract Sum or the Contract Time and that are consistent with the intent of the Contract Documents. Letters of instruction shall be binding upon Contractor. Contractor shall promptly carry out the requirements of such letters of instruction.

7.5 VARIATION IN QUANTITY OF UNIT PRICE WORK

7.5.1 District has the right to increase or decrease the quantity of any unit price item for which an estimated quantity is stated in the Contract Agreement. If the actual quantity of any unit price item is more than one-hundred twenty-five percent (125%) or less than seventy-five percent (75%) of the estimated quantity stated for such item in the Contract Agreement, an equitable adjustment in the unit price may be made if requested by either District or Contractor.

ARTICLE 8

CONTRACT TIME

8.1 COMMENCEMENT OF THE WORK

8.1.1 The date of commencement of the Work shall be set forth in the notice to proceed. The date of commencement of the Work shall not be postponed by the failure of Contractor, or of persons or firms for whom Contractor is responsible, to act.

8.2 PROGRESS AND COMPLETION

8.2.1 By signing the Contract Agreement, Contractor represents to District that the Contract Time is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time.

8.2.2 Contractor shall not, except by agreement or instruction of District's Representative in writing, commence operations on the Project site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by Contractor. The dates of commencement and completion of the Work shall not be changed by the effective date of such insurance.

8.2.3 Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the Contract Time. If Contractor is not diligently proceeding with the prosecution of the Work as scheduled, Contractor shall, immediately and at no additional cost to District, take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays, as may be required to correct said delays and to ensure no further delays to the completion of the Work.

8.3 DELAY

8.3.1 As used herein, the following terms shall have the following meanings:

- .1 "Excusable Delay" means any delay of the completion of the Work beyond the expiration of the Contract Time caused by conditions beyond the control and without the fault or negligence of Contractor such as embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and abnormal stormy and inclement weather conditions in which the Work cannot continue. The financial inability of Contractor or any Subcontractor and any default of any Subcontractor, without limitation, shall not be deemed conditions beyond Contractor's control. An Excusable Delay may entitle Contractor to an extension of the Contract Time, in accordance with Paragraphs 7.1.3 and 8.3.2, but shall not entitle Contractor to any adjustment of the Contract Sum.
- .2 "Compensable Delay" means any delay of the completion of the Work beyond the expiration date of the Contract Time caused by the gross negligence or willful acts of District or District's Representative, and which delay is unreasonable under the circumstances involved and not within the contemplation of the parties. A Compensable Delay may entitle Contractor to an extension of the Contract Time, in accordance with Paragraph 8.3.2 and subject to Paragraph 7.1.3, and/or an adjustment of the Contract Sum, in accordance with Paragraph 8.3.3. Except as provided herein, Contractor shall have no Claim for damage or compensation for any delay, interruption, hindrance, or disruption.
- .3 "Unexcusable Delay" means any delay of the completion of the Work beyond the expiration of the Contract Time resulting from causes other than those listed in Subparagraphs 8.3.1.1 and 8.3.1.2. An Unexcusable Delay shall not entitle Contractor to an extension of the Contract Time or an adjustment of the Contract Sum.

8.3.2 CLAIMS FOR ADJUSTMENT OF THE CONTRACT TIME FOR DELAYS. Contractor may make a Claim for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:

- .1 If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.

- .2 If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Unexcusable Delay.
- .3 If an Unexcusable Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, by which the number of days determined pursuant to Subparagraph 8.3.2.1 exceeds the number of days of the Unexcusable Delay.

8.3.3 CLAIMS FOR ADJUSTMENT OF THE CONTRACT SUM FOR DELAYS. For a Compensable Delay, Contractor shall only be entitled to an adjustment of the Contract Sum in an amount equal to the sum of the following:

- .1 Actual and unavoidable additional costs of labor, material, and equipment provided by Contractor at the Project site as a result of the Compensable Delay,
- .2 plus actual and unavoidable additional costs incurred by Contractor for labor, material, and equipment provided by Subcontractors as a result of the Compensable Delay,
- .3 plus actual and unavoidable additional wages or salaries and fringe benefits and payroll taxes of supervisory and administrative personnel provided by Contractor and Subcontractors at the Project site as a result of the Compensable Delay,
- .4 plus the amount of the Contractor fee determined by applying the provisions of Paragraph 7.2.4 to the sum of items .1, .2, and .3 above.

To be entitled to an adjustment of the Contract Sum for Compensable Delay, Contractor shall comply with the provisions of Sections 4.2 through 4.5. Except as provided herein, Contractor shall have no Claim for damage or compensation for any delay, interruption, hindrance, or disruption.

8.3.4 The parties agree that District's exercise of its rights to order changes in the Work, regardless of the extent and number of changes, or to suspend the Work, is within the contemplation of the parties and shall not be the basis for any Claim for Compensable Delay. The rights of Contractor to adjustments of the Contract Time and the Contract Sum, based on changes ordered in the Work or suspension of the Work, shall be solely governed by the provisions of Articles 7 and 13, respectively.

8.3.5 The determination of whether a delay is an Excusable Delay, Compensable Delay, or Unexcusable Delay shall not be affected by the fact that any earlier delay occurred, regardless of fault or causation.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 COST BREAKDOWN

9.1.1 Within thirty (30) days after signing the Contract Agreement, but in any event prior to the first partial payment request, Contractor shall submit to District's Representative a detailed schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. The cost breakdown shall itemize as separate line items the cost of each Work activity and all other costs, including warranties, record documents, insurance, bonds, overhead expenses, and the total allowance for profit, the total of which shall equal the Contract Sum. The schedule of values, when approved by District, shall become the basis for determining the cost of Work performed for Contractor's partial payment requests.

9.2 PARTIAL PAYMENT

9.2.1 District agrees to pay monthly to Contractor, subject to Paragraph 9.4.2, an amount equal to ninety percent (90%) of the sum of the following:

- .1 Cost of the Work in permanent place as of the end of the preceding month,
- .2 plus cost of materials not yet incorporated in the Work, subject to Paragraph 9.3.5,
- .3 less amounts previously paid.

9.2.2 The balance of the Contract Sum shall be paid after Final Completion in accordance with Section 9.7.

9.3 PARTIAL PAYMENT REQUEST

9.3.1 On or before the tenth (10th) day of the month or such other date as is established by the Contract Documents, Contractor shall submit to District's Representative an itemized partial payment request for the cost of the Work in permanent place, as approved by District's Representative, which has been completed in accordance with the Contract Documents as of the last day of the preceding month, less amounts previously paid. The partial payment request shall be prepared as follows:

- .1 Itemize in accordance with the cost breakdown.
- .2 Include such data substantiating Contractor's right to payment as District's Representative may reasonably require, such as invoices, certified payrolls, daily time and material records, and, if securities are deposited in lieu of retention pursuant to Section 9.5, a certification of the market value of all such securities as of a date not earlier than five (5) days prior to the date of the partial payment request.
- .3 Itemize retention.

9.3.2 Partial payment requests shall not include requests for payment on account of (1) changes which have not been authorized by change orders or (2) amounts Contractor does not intend to pay a Subcontractor because of a dispute or other reason.

9.3.3 If required by District, a partial payment request shall be accompanied by (1) a summary showing payments that will be made to Subcontractors covered by such request and (2) unconditional waivers and releases of Claims and stop notices from each Subcontractor listed in the preceding partial payment request covering sums disbursed pursuant to that preceding partial payment request.

9.3.4 Contractor warrants that, upon submittal of a partial payment request, all Work for which partial payment authorizations have been previously issued and payment has been received from District shall be free and clear of all Claims, stop notices, security interests, and encumbrances in favor of Contractor, Subcontractors, or other persons or firms entitled to make Claims by reason of having provided labor, materials, or equipment relating to the Work.

9.3.5 At the sole discretion of District, District's Representative may approve for inclusion in the partial payment request the cost of materials not yet incorporated in the Work but already delivered and suitably stored either at the Project site or at some other appropriate location acceptable to District's Representative. In such case, Contractor shall furnish evidence satisfactory to District's Representative (1) of the cost of such materials and (2) that such materials are under the exclusive control of Contractor. Only materials to be incorporated in the Work will be considered for payment. Any payment shall not be construed as acceptance of such materials nor relieve Contractor from sole responsibility for the care and protection of such materials; nor relieve Contractor from risk of loss to such materials from any cause whatsoever; nor relieve Contractor from its obligation to complete the Work in accordance with the Contract Documents; nor act as a waiver of the right of District to require fulfillment of all terms of the Contract Agreement.

9.4 PARTIAL PAYMENT AUTHORIZATION

9.4.1 If Contractor has submitted a partial payment request in accordance with Section 9.3, District's Representative shall, not later than five (5) working days after the date of receipt of the partial payment request, issue to District, with a copy to Contractor, a partial payment authorization for such amount as District's Representative determines to be properly due.

9.4.2 Approval of all or any part of a partial payment request may be withheld, a partial payment authorization may be withheld, and all or part of a previous partial payment authorization may be nullified and that amount withheld from a current partial payment authorization on account of any of the following:

- .1 Defective work not remedied.
- .2 Third-party claims against Contractor or District arising from the acts or omissions of Contractor or Subcontractors.
- .3 Stop notices.
- .4 Failure of Contractor to make timely payments due Subcontractors for material or labor.
- .5 A reasonable doubt that the Work can be completed for the balance of the Contract Sum then unpaid.
- .6 Damage to District or a separate contractor for which Contractor is responsible.
- .7 Reasonable evidence that the Work will not be completed within the Contract Time; and that the unpaid balance of the Contract Sum would not be adequate to cover District's damages for the anticipated delay.
- .8 Failure of Contractor to maintain and update record documents.
- .9 Failure of Contractor to submit schedules or their updates as required by the Contract Documents.
- .10 Performance of Work by Contractor without properly processed Shop Drawings.
- .11 Liquidated damages assessed in accordance with Article 4 of the Contract Agreement.
- .12 Any other failure of Contractor to perform its obligations under the Contract Documents.

9.4.3 Subject to the withholding provisions of Paragraph 9.4.2, District shall pay Contractor the amount set forth in the partial payment authorization no later than fifteen (15) days after the issuance of the partial payment authorization.

9.4.4 Neither a partial payment authorization nor any partial payment made by District shall constitute acceptance of defective work.

9.5 DEPOSIT OF SECURITIES IN LIEU OF RETENTION AND DEPOSIT OF RETENTION INTO ESCROW

9.5.1 At the request and expense of Contractor, a substitution of securities may be made for any monies retained by District under Section 9.2 to ensure performance under the Contract Documents. Securities equivalent in value to the retention amount required by the Contract Documents for each partial payment authorization shall be deposited by Contractor with a state or federally chartered bank in the State of California ("Escrow Agent"), which shall hold such securities pursuant to the escrow agreement referred to in Paragraph 9.5.3 until final payment is due in accordance with Section 9.7. Securities shall be valued as often as conditions of the securities market warrant, but in no case less than once per month. Contractor shall deposit additional securities so that the current market value of the total of all deposited securities shall be at least equal to the total required amount of retention.

9.5.2 Alternatively to Paragraph 9.5.1, and at the request and expense of Contractor, District shall deposit retentions directly with an escrow agent. Contractor may direct the investment of such deposited retention into interest bearing accounts or securities, and such deposits or securities shall be held by the escrow agent upon the same terms provided for securities deposited by Contractor.

9.5.3 A prerequisite to the substitution of securities in lieu of retentions or the deposit of retentions into escrow shall be the execution by Contractor, District, and escrow agent of an escrow agreement for deposit of securities in lieu of retention and deposit of retention in the following form:

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ whose address is _____ hereinafter called "District," _____ whose address is _____ hereinafter called "Contractor" and _____ whose address is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the District, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract entered into between the District and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the District shall make payments of the retention earnings directly to the escrow agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the District within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the District and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.
2. The District shall make partial payments to the Contractor for those funds which otherwise would be withheld from partial payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the District makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the District pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the District. These expenses and payment terms shall be determined by the District, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the District to the Escrow Agent that District consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The District shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the District.
8. Upon receipt of written notification from the District certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the District and the Contractor pursuant to Sections 5 to 8, inclusive, of this agreement and the District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10 The names of the persons who are authorized to give written notice or to receive written notice on behalf of the District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the District and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

District:

Title

Name

Signature

Contractor:

Title

Name

Signature

Leg.H. Amended by Stats 1991, Ch. 933, Sec. 1; Stats 1993, Ch. 1195, Sec. 25.5.

9.6 BENEFICIAL OCCUPANCY

9.6.1 District reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Work at any time prior to Final Completion upon ten (10) days' notice to Contractor. Such occupancy or use is herein referred to as "Beneficial Occupancy." Beneficial Occupancy shall be subject to the following conditions:

- .1 District's Representative will make an inspection of the portion of the Project to be beneficially occupied and prepare a list of items to be completed or corrected prior to Final Completion. Prior to Beneficial Occupancy, District will issue a certificate of Beneficial Occupancy on District's form.
- .2 Beneficial Occupancy by District shall not be construed by Contractor as an acceptance by District of that portion of the Work which is to be occupied.
- .3 Beneficial Occupancy by District shall not constitute a waiver of existing Claims of District or Contractor against each other.
- .4 The guarantee to repair periods, as defined in Section 12.2, will commence upon the first dates of actual occupancy or use of portions of the Work actually occupied and equipment or systems fully utilized.
- .5 District shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.
- .6 District shall pay all utility costs which arise out of the Beneficial Occupancy.
- .7 Contractor shall not be responsible for providing security in areas beneficially occupied.
- .8 Contractor shall continue to maintain all insurance required by the Contract Documents in full force and effect.

9.7 FINAL COMPLETION AND FINAL PAYMENT

9.7.1 Upon receipt of notice from Contractor that the Work is ready for final inspection, District's Representative will make such inspection. Final Completion shall be when District's Representative determines that the Work is fully completed and in accordance with the Contract Documents. District will file a notice of completion within ten (10) days after Final Completion. After receipt of the final payment request, if District's Representative determines that Final Completion has occurred, District's Representative will issue the final authorization for payment.

9.7.2 Neither final payment nor any retention shall become due until Contractor submits the following items to District's Representative:

- .1 The final payment request and all submittals required by Section 9.3 and the Contract Documents.
- .2 If required by District, conditional releases from Subcontractors entitled to receive any portion of the final payment and unconditional releases from Contractor, such releases to be in a form satisfactory to District.
- .3 All guarantees and warranties procured by Contractor from Subcontractors, all operating manuals for equipment installed in the Project, record documents, and all other submittals required by the Contract Documents.
- .4 Contractor has furnished to District written consent from the performance bond and payment bond sureties to such release of retention.

If releases are required, Contractor shall pay or cause to be paid to Subcontractors the amount stated in the conditional releases within five (5) days after receipt of the final payment, and shall promptly thereafter furnish evidence of such payment to District. If District does not require releases, the final payment shall be made, subject to the satisfaction of all other conditions to final payment, thirty-five (35) days after the filing of the notice of completion.

9.7.3 Acceptance of final payment by Contractor shall constitute a waiver of all Claims, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment request.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract Documents.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 Contractor shall take adequate precautions for safety of persons and property and shall provide adequate protection to prevent damage, injury, or loss to the following:

- .1 Employees involved in the Work and other persons who may be affected thereby.
- .2 The Work in place and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody, or control of Contractor or Subcontractors.
- .3 Other property at the Project site and adjoining property.

10.2.2 Contractor shall erect and maintain, as required by existing conditions and performance of the Work, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying District and users of adjacent sites and utilities.

10.2.3 When use or storage of explosives, other hazardous materials, equipment, or unusual methods is necessary for execution of the Work, Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

10.2.4 Contractor shall designate a responsible member of Contractor's organization at the Project site whose duty shall be the prevention of accidents. That person shall be the Contractor's superintendent, unless otherwise designated by Contractor in writing to District and District's Representative.

10.2.5 Contractor shall not load or permit any part of the Work or the Project site to be loaded so as to endanger the safety of persons or property.

10.3 EMERGENCIES

10.3.1 In an emergency affecting the safety of persons or property, Contractor shall act to prevent or minimize damage, injury, or loss. Contractor shall promptly notify District's Representative, which notice may be oral followed by written confirmation, of the occurrence of such an emergency and Contractor's action.

ARTICLE 11

INSURANCE AND BONDS

11.1 LIABILITY INSURANCE

11.1.1 Contractor shall, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and District, District's boards and commissions and members thereof, and District's officers, employees and agents from Claims, such as for bodily injury, death, and property damage, which may arise out of or result from the Work required by the Contract Documents, whether such Work is done by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

11.1.2 The following liability policies and coverages shall be furnished by Contractor:

- .1 The Contractor shall obtain commercial general liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least **\$1,000,000 per occurrence, and \$2,000,000 in the aggregate**, with a maximum policy deductible of **\$5,000.00**. Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s).

11.1.3 Contractor's liability insurance as required by Paragraph 11.1.2 shall, by endorsement to the policies, include the following:

- .1 An additional insured provision stating that District, District's boards and commissions and members thereof, and District's officers, employees and agents are covered as insureds with respect to liabilities arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations, and with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. However, coverage shall not extend to indemnity for the active negligence of the additional insureds in any case where an agreement to indemnify the additional insureds would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
- .2 A severability of interest clause stating that, "The term 'insured' is hereby used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurers' liability."
- .3 A cross-liability clause stating that, "In the event of claims being made under any of the coverages of the policies referred to herein by one or more insureds hereunder for which another insured hereunder may be liable, then the policies shall cover such insureds against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder. Nothing contained herein, however, shall operate to increase the insurers' limits of liability as set forth in the insuring agreements."
- .4 A provision stating that District, District's boards, commissions and members thereof, and District's officers, employees and agents shall not by reason of their inclusion as insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- .5 A provision stating that the coverage provided by such insurance shall be primary and not in excess of or contributing with respect to any insurance, indemnity coverage afforded by a risk pool, or self-insurance maintained by District, District's board, commissions and members thereof, or District's officers, employees and agents. This provision, however, shall only apply as per the stipulations of Subparagraph 11.1.3.1.
- .6 A provision stating that the coverage provided by such insurance shall not be subject to

cancellation or modification without thirty (30) days' prior written notice to District.

11.1.4 Certificates of insurance evidencing the insurance policies required by this Section 11.1, as well as copies of all endorsements to such policies required by Paragraph 11.1.3, shall be submitted by Contractor to District prior to commencing Work on the Project. However, acceptance of such certificates of insurance and endorsement by District shall not in any way limit Contractor's liabilities under the Contract Documents. At the request of District, Contractor shall also submit to District copies of the insurance policies obtained by Contractor.

11.1.5 In the event Contractor does not comply with these insurance requirements, District may, at its option, provide insurance coverage to protect District, District's boards, commissions and members thereof, and District's officers, employees and agents; and the cost of such insurance shall be paid by Contractor and may be deducted from the Contract Sum.

11.1.6 Contractor shall, by mutual agreement with District and at District's cost, furnish any additional liability insurance as may be required by District. Contractor shall provide certificates of insurance evidencing such additional insurance.

11.2 WORKER'S COMPENSATION INSURANCE

11.2.1 Contractor shall, at its expense, purchase and maintain in full force and effect worker's compensation insurance as required by Federal and State of California law. A certificate of insurance or other documentation acceptable to District evidencing such insurance coverage shall be provided by Contractor to District prior to commencing Work on the Project. Contractor shall also require all of its Subcontractors to maintain this insurance coverage.

11.3 MISCELLANEOUS INSURANCE PROVISIONS

11.3.1 Any insured loss is to be adjusted with District and made payable to District on behalf of the insureds, as their interests may appear. District shall have the power to adjust and settle any loss with the insurers unless, within five (5) working days after the loss, one of the parties in interest shall object in writing to District's exercise of this power; and if such objection be made, the matter shall be subject to resolution as provided in Article 4.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 Contemporaneous with the execution of the Contract Agreement, and before commencement of any Work required by the Contract Documents, Contractor shall provide District with separate payment and performance bonds, each in a sum at least equal to the Contract Sum. These bonds will be provided on forms acceptable to District by surety companies licensed and admitted to do business in the State of California and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The surety shall have not less than an "A" minimum rating in the current "Best's Key Rating Guide, Property-Liability."

11.4.2 If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business in California terminated, Contractor shall, within five (5) days thereafter, substitute another surety and bond, both of which shall be acceptable to District.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 All Work shall be inspected by District's Representative before being covered. If any Work is covered before it has been inspected, such Work must, upon written request by District's Representative, be uncovered for District's Representative's observation and be replaced at Contractor's expense without adjustment of the Contract Time or the Contract Sum.

12.2 CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD

12.2.1 The term "Guarantee to Repair Period" means a period of one (1) year, unless a longer period of time is specified in the Contract Agreement or Supplementary Conditions, commencing as follows:

- .1 For space beneficially occupied or for separate systems fully utilized prior to Final Completion pursuant to Section 9.6, from the first date of such Beneficial Occupancy or actual use, as established in a certificate of Beneficial Occupancy.
- .2 For all Work other than .1 above, from the date of Final Completion.

12.2.2 Contractor shall (1) correct defective work that becomes apparent during the progress of the Work or during the Guarantee to Repair Period and (2) replace, repair, or restore to District's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of defective work or the correction of defective work. Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from District's Representative or District, but in no case later than ten (10) days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such defective work, including additional testing, inspection, and compensation for District's Representative's services and expenses. Contractor shall perform corrective work at such times that are acceptable to District and in such a manner as to avoid, to the extent practicable, disruption to District's activities.

12.2.3 If immediate correction of defective work is required for life safety or the protection of property and is performed by District or separate contractors, Contractor shall pay to District all reasonable costs of correcting such defective work. Contractor shall replace, repair, or restore to District's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of such defective work or the correction of such defective work.

12.2.4 Contractor shall remove from the Project site portions of the Work and materials which are not in accordance with the Contract Documents and which are neither corrected by Contractor nor accepted by District.

12.2.5 If Contractor fails to commence correction of defective work within ten (10) days after notice from District or District's Representative or fails to diligently prosecute such correction to completion, District may correct the defective work in accordance with Section 2.4; and, in addition, District may remove the defective work and store salvageable materials and equipment at Contractor's expense.

12.2.6 If Contractor fails to pay the costs of such removal and storage as required by Paragraphs 12.2.4 and 12.2.5 within ten (10) days after written demand, District may, without prejudice to other remedies, sell such materials at auction or at private sale, or otherwise dispose of such material. Contractor shall be entitled to the proceeds of such sale, if any, in excess of the costs and damages for which Contractor is liable to District, including reasonable attorneys' fees and expenses and compensation for District's Representative's services and expenses. If such proceeds of sale do not cover costs and damages for which Contractor is liable to District, the Contract Sum shall be reduced by such deficiency. If there are no remaining payments due Contractor or the remaining payments are insufficient to cover such deficiency, Contractor shall promptly pay the difference to District.

12.2.7 Contractor's obligations under this Article 12 are in addition to and not in limitation of its warranty under Section 3.4 or any other obligation of Contractor under the Contract Documents. Enforcement of Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies District may have under the Contract Documents or at law or in equity for defective work. Nothing contained in this Article 12 shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract Documents. Establishment of the Guarantee to Repair Period relates only to the specific obligation of Contractor to correct the Work and in no way limits either Contractor's liability for defective work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

12.3 ACCEPTANCE OF DEFECTIVE WORK

12.3.1 Notwithstanding the provisions of Section 12.2, District shall have the option, at its sole discretion and by notice to Contractor, to accept defective work instead of requiring its removal or correction, in which case the Contract Sum shall be reduced by an amount equal to the difference between the value to District such Work would have had were it complete, correct, and in conformity with the Contract Documents and the value to District of such defective work. Such option shall be exercised solely by notice to Contractor and shall not be implied from any act or omission by District or District's Representative. If there are no remaining payments of the Contract Sum to be made to Contractor or if the remaining payments and retention are insufficient to cover the amount of the reduction of the Contract Sum, Contractor shall promptly pay to District the amount of any such deficiency.

ARTICLE 13

TERMINATION OR SUSPENSION OF THE CONTRACT

13.1 TERMINATION BY CONTRACTOR

13.1.1 Subject to Paragraph 13.1.2, Contractor shall have the right to terminate the Contract Agreement only upon the occurrence of one of the following:

- .1 The Work is stopped for ninety (90) consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
- .2 District fails to perform any material obligation under the Contract Documents and fails to cure such default within thirty (30) days after receipt of notice from Contractor stating the nature of such default.
- .3 Repeated suspensions by District, other than such suspensions as are agreed to by Contractor under Section 13.3, which constitute in the aggregate more than twenty percent (20%) of the Contract Time or ninety (90) days, whichever is larger.

13.1.2 Upon the occurrence of one of the events listed in Paragraph 13.1.1, Contractor may, upon ten (10) days' additional notice to District and District's Representative, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract Agreement.

13.1.3 Upon termination by Contractor, District shall pay to Contractor the sum determined by Paragraph 13.4.4. Such payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract Agreement by Contractor pursuant to Section 13.1; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

13.2 TERMINATION BY DISTRICT FOR CAUSE

13.2.1 District shall have the right to terminate the Contract Agreement for cause at any time after the occurrence of any of the following events:

- .1 Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
- .2 Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
- .3 A receiver is appointed to take charge of Contractor's property.
- .4 The commencement or completion of any Work activity is fourteen (14) days or more behind the date set forth in the contract schedule for such Work activity, and which results in an Unexcusable Delay.

.5 Contractor abandons the Work.

13.2.2 Upon the occurrence of any of the following events, District shall have the right to terminate the Contract Agreement for cause if Contractor fails to promptly commence to cure such default and diligently prosecute such cure within five (5) days after notice from District, or within such longer period of time as is reasonably necessary to complete such cure:

- .1 Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
- .2 Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from District.
- .3 Contractor disregards Applicable Code Requirements.
- .4 Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
- .5 Contractor is in default of any other material obligation under the Contract Documents.
- .6 Any legal proceeding is commenced against Contractor which, in the opinion of District's Representative, may interfere with the performance of the Work.
- .7 In the event Contractor is involved in a labor dispute which threatens the progress or cost of Work, or which disrupts District's operations, District may suspend or discontinue the Work of Contractor or any Subcontractor, or terminate the Contract Agreement for cause.

13.2.3 Upon any of the occurrences referred to in Paragraphs 13.2.1 and 13.2.2, District may, at its election and by notice to Contractor, terminate the Contract Agreement and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method District may deem expedient. If requested by District, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within seven (7) days of such request; and if Contractor fails to do so, District may remove or store, and after ninety (90) days sell, any of the same at Contractor's expense.

13.2.4 If the Contract Agreement is terminated by District as provided in this Section 13.2, Contractor shall not be entitled to receive any further payment until the expiration of thirty-five (35) days after Final Completion and acceptance of all Work by District.

13.2.5 If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to District.

13.2.6 No termination shall impair District's rights under the performance bond and payment bond required under Section 11.4. No termination or action taken by District after termination shall prejudice any other rights or remedies of District provided by law or by the Contract Documents upon such termination; and District may proceed against Contractor and/or against the surety companies who provided the performance bond and payment bond required under Section 11.4 to recover all losses suffered by District.

13.3 SUSPENSION BY DISTRICT FOR CONVENIENCE

13.3.1 District may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to ninety (90) days, as District may determine, with such period of suspension to be computed from the date of delivery of the written order. Such order

shall be specifically identified as a "Suspension Order" under this Section 13.3. The Work may be stopped for such further period as the parties may agree. Upon receipt of a Suspension Order, Contractor shall, at District's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order during the period of Work stoppage. Within ninety (90) days after the issuance of the Suspension Order, or such extension to that period as is agreed upon by Contractor and District, District shall either cancel the Suspension Order or delete the Work covered by such Suspension Order by issuing a change order.

13.3.2 If a Suspension Order is canceled or expires, Contractor shall continue with the Work. A change order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. Any Claim by Contractor for an adjustment of the Contract Sum or the Contract Time shall be made within twenty-one (21) days after the end of the Work suspension.

13.3.3 The provisions of this Section 13.3 shall not apply if a Suspension Order is not issued by District. A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

13.4 TERMINATION BY DISTRICT FOR CONVENIENCE

13.4.1 District may, at its option, terminate this Contract Agreement, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, Contractor agrees to waive any Claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of Contractor, District shall pay Contractor in accordance with Paragraph 13.4.4.

13.4.2 Upon receipt of a notice of termination under this Section 13.4, Contractor shall, unless the notice directs otherwise, do the following:

- .1 Immediately discontinue the Work to the extent specified in the notice.
- .2 Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
- .3 Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
- .4 Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.
- .5 Leave the Project site in a safe condition.

13.4.3 Upon termination of the Contract Agreement, the obligations of the Contract Documents shall continue as to portions of the Work already performed and, subject to Contractor's obligations under Paragraph 13.4.2, as to bona fide obligations assumed by Contractor prior to the date of termination.

13.4.4 Upon such termination, District shall pay to Contractor the sum of the following:

- .1 The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor,
- .2 plus an amount equal to the lesser of Fifty Thousand Dollars (\$50,000) or five percent (5%) of the difference between the Contract Sum and the amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination,
- .3 plus previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work,
- .4 plus any proven losses with respect to materials and equipment directly resulting from such termination,

.5 plus reasonable demobilization costs.

The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract Agreement by District pursuant to Section 13.4; and Contractor will be entitled to no other compensation or damages and expressly waives same.

ARTICLE 14

STATUTORY REQUIREMENTS

14.1 NONDISCRIMINATION

14.1.1 For purposes of this Section 14.1, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

14.1.2 Contractor shall comply and shall ensure that all Subcontractors comply with the California Fair Employment and Housing Act, as set forth in Section 12900, and the applicable sections that follow, of the California Government Code.

14.1.3 Contractor agrees as follows during the performance of the Work:

- .1 Contractor shall not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or District's policy). All applicants for employment and employees are to be treated without regard to their race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or District's policy). Such equal treatment shall apply, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice of equal employment opportunity setting forth the provisions of this Paragraph 14.1.3.
- .2 Contractor and all Subcontractors will permit access to their records of employment, employment advertisements, application forms, and other pertinent data and records by District or any appropriate agency of the State of California designated by District for the purposes of investigation to ascertain compliance with this Section 14.1. The outcome of the investigation may result in the following:
 - .1 A finding of willful violation of the provisions of the Contract Agreement or of the Fair Employment and Housing Act may be regarded by District as (1) a basis for determining that Contractor is not a "responsible bidder" as to future contracts for which such Contractor may submit bids or (2) a basis for refusing to accept or consider the bids of Contractor for future contracts.
 - .2 District may deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has (1) investigated and determined that Contractor has violated the Fair Employment and Housing Act and (2) issued an order under the State of California Government Code Section 12970 or obtained an injunction under Government Code Section 12973.

- .3 Upon receipt of such written notice from the Fair Employment Practices Commission, District may notify Contractor that, unless it demonstrates to the satisfaction of District within a stated period that the violation has been corrected, Contractor's bids on future Projects will not be considered.
- 3 Contractor agrees that, should District determine that Contractor has not complied with this Section 14.1, Contractor shall forfeit to District, as a penalty, for each day or portion thereof, for each person who was denied employment as a result of such non-compliance, a penalty of Fifty Dollars (\$50.00) per day. Such penalty amounts may be recovered from Contractor; and District may deduct any such penalty amounts from the Contract Sum.
- .4 Nothing contained in this Section 14.1 shall be construed in any manner so as to prevent District from pursuing any other remedies that may be available at law.
- .5 Contractor shall meet the following standards for affirmative compliance and provide District with satisfactory evidence of such compliance upon District's request, which shall be evaluated in each case by District:
 - .1 Contractor shall notify its superintendent and other supervisory personnel of the nondiscrimination requirements of the Contract Documents and their responsibilities thereto.
 - .2 Contractor shall notify all sources of employee referrals (including unions, employment agencies, and the State of California Employment Development Department) of the nondiscrimination requirements of the Contract Documents by sending to such sources and by posting the notice of equal employment opportunity.
 - .3 Contractor or its representative shall, through all unions with whom it may have agreements, develop agreements that (1) define responsibilities for nondiscrimination in hiring, referrals, upgrading, and training and (2) implement a nondiscrimination program, in terms of the unions' specific areas of skill and geography, such that qualified minority women, non-minority women, and minority men shall be available and given an equal opportunity for employment.
 - .4 Contractor shall notify District of opposition to the nondiscrimination requirements of the Contract Documents by individuals, firms, or organizations during the term of the Contract Agreement.
- .6 Contractor shall include the provisions of the foregoing Subparagraphs 14.1.3.1 through 14.1.3.5 in all subcontracts with Subcontractors, so that such provisions will be binding upon each such Subcontractor.

14.2 APPRENTICES

14.2.1 For purposes of this Section 14.2, the term "Subcontractor" shall not include suppliers, manufacturers, and distributors.

14.2.2 Attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code and Title 8, California Code of Regulations, Section 200, and the applicable sections that follow. To ensure compliance and complete understanding of the law requiring apprentices, and specifically the required ratio thereunder, Contractor or Subcontractors should, where some question exists, contact the Division of Apprenticeship Standards, 45 Fremont Street, Suite 1050, San Francisco, California, (415) 975-2035, or one of its branch offices prior to commencement of the Work. Responsibility for compliance with these requirements lies with Contractor.

14.2.3 In the event Contractor willfully fails to comply with this Section 14.2, it will be considered in violation of the requirements of the Contract Agreement.

14.2.4 Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Contractor or Subcontractors of journey worker trainees who may receive on-the-job training to enable them to achieve journey worker status in any craft or trade under standards other than those set forth for apprentices.

14.3 WORK DAY

14.3.1 Contractor shall not permit any worker to labor more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. Contractor shall forfeit to District, as a penalty, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of the work by Contractor, or any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the terms of this Paragraph 14.3.1 or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the Contract Sum. Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each calendar day and each calendar week by each worker employed on the Project, which record shall be kept open at all reasonable hours to the inspection of District, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

ARTICLE 15

MISCELLANEOUS PROVISIONS

15.1 GOVERNING LAW

15.1.1 The Contract Agreement and all of the Contract Documents incorporated into the Contract Agreement shall be interpreted under and governed by the laws of the State of California.

15.2 SUCCESSORS AND ASSIGNS

15.2.1 District and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract Agreement shall assign the Contract Agreement, in whole or in part, without prior written consent of the other party. Notwithstanding any such assignment, each of the original contracting parties shall remain legally responsible for all of its obligations under the Contract Documents.

15.3 RIGHTS AND REMEDIES

15.3.1 All District's rights and remedies under the Contract Documents shall be cumulative and in addition to and not in limitation of all other rights and remedies of District under the Contract Documents or otherwise available at law or in equity.

15.3.2 No action or failure to act by District or District's Representative shall constitute a waiver of a right afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No waiver by District or District's Representative of any breach or default shall constitute a waiver of any other breach or default; nor shall any such waiver constitute a continuing waiver.

15.3.3 No provision contained in the Contract Documents shall create or give to third parties any Claim or right of action against District, District's Representative, or Contractor.

15.4 SURVIVAL

15.4.1 The provisions of the Contract Documents which by their nature survive termination of the Contract Agreement or Final Completion, including all warranties, indemnities, payment obligations, and District's right to audit Contractor's books and records, shall remain in full force and effect after Final Completion or any termination

of the Contract.

15.5 COMPLETE AGREEMENT

15.5.1 The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract Documents may be modified only by a written instrument signed by both parties or as provided in Article 7.

15.6 SEVERABILITY OF PROVISIONS

15.6.1 If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

15.7 DISTRICT'S RIGHT TO AUDIT

15.7.1 District and entities and agencies designated by District shall have access to and the right to audit and copy at District's cost all of Contractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Contractor shall preserve all such records and other items for a period of at least three (3) years after Final Completion.

15.8 NOTICES

15.8.1 Except as otherwise provided, all notices, requests, demands, and other communications to be given under the Contract Documents shall be in writing and shall be transmitted by one of the following methods:

- .1 Personally delivered.
- .2 Sent by telecopy where receipt is confirmed.
- .3 Sent by courier where receipt is confirmed.
- .4 Sent by registered or certified mail, postage prepaid, return receipt requested.

Such notices and other communications shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and, in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. Such notices and communications shall be given at the respective street addresses set forth in such Contract Documents. Such street addresses may be changed by notice given in accordance with this Section 15.8.

15.9 TIME OF THE ESSENCE

15.9.1 Time limits stated in the Contract Documents are of the essence of the Contract Agreement.

III. SPECIAL PROVISIONS

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III. SPECIAL PROVISIONS

PROJECT NAME: ROSE GARDEN AND PAVILION

A. DEFINITIONS

The work embraced herein shall be done in accordance with the appropriate provisions of construction details of the specifications, entitled "State of California, Department of Transportation, Standard Specifications" dated July 2002, as revised, which specifications are hereinafter referred to as the Standard Specifications, and the City of Chico Design Criteria and Improvement Standards, the County of Butte Design Criteria and Improvement Standards, insofar as the same may apply, and in accordance with the following special provisions.

Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation - The Chico Area Recreation District (CARD).

Director, Department of Transportation - The General Manager of CARD.

Engineer - The Engineer of Record for CARD acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the GENERAL MANAGER to test materials and work involved in the contract.

State - The Chico Area Recreation District (CARD).

Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions, shall have the intent and meaning specified in Section 1, Definition of Terms of the Standard Specifications.

In case of conflict between the Standard Specifications and the General Conditions and these Special Provisions, the General Conditions and Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

B. DESCRIPTION OF WORK

The work, in general, to be done under this contract consists of the removal of an existing turf grass area, construction of a steel arbors and a pavilion, all with wood accents, concrete sidewalks, seat walls and stairs, decomposed granite paths, an ornamental steel fence and gates, a site drainage system, site lighting and irrigation; all within the confines of the CARD Center at 545 Vallombrosa Avenue, Chico, California., all in conformance with the attached Contract specifications entitled:

PROJECT NAME: ROSE GARDEN AND PAVILION

C. PRE-BID MEETING

An optional pre-bidders meeting will be held on **December 7th at 3:00 PM at the District Office, 545 Vallombrosa Avenue** to discuss issues pertaining to the project and answer any contractor questions that may arise.

D. AWARD

The award of contract, if awarded, will be to the **lowest responsible bidder** whose proposal complies with the entire requirement described. The award, if awarded, will be made within fourteen - (14) days after the opening of the bids. All bids will be compared on the basis of the initial Engineer's Estimate of quantities of work to be done. Award will be based on the lowest responsible bidder for the combined total of the base bid and add alternate schedules. The district has the option of accepting none, or any number and combination of bid alternatives.

E. REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

The third paragraph of section 8.01.01, "Subcontracting," of the state Standard Specifications shall not apply. The Contractor shall not be required to perform at least 50% of the original total contract price with Contractor's own organization.

Each proposal shall have listed therein the name and address of each subcontractor, the associated bid item numbers, and the dollar value of the subcontractors work to whom the bidder proposes to subcontract portions of the work, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The list shall include all subcontractors regardless of the value of the subcontract amount. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

A sheet for listing the subcontractors, as required herein, is included in the Proposal. If there will be no subcontractors enter "None" on the subcontractor's listing sheet.

F. COOPERATION

Attention is directed to Section 7-1.14, of the Standard Specifications.

Should construction or other work of any other nature be under way by other forces or by other contractors within or adjacent to the limits of the work herein specified, the Contractor shall cooperate with all other such contractors or other forces to the end that any delay or hindrance to their work will be avoided.

G. PROGRESS OF THE WORK AND TIME FOR COMPLETION

The Contractor shall begin work within fourteen (14) calendar days after receiving a written notice to proceed from the Chico Area Recreation District and shall diligently prosecute the same to completion before the expiration of

CONSTRUCTION TO BE COMPLETE BY MARCH 4, 2016

from the date of said NOTICE TO PROCEED to the end of SUBSTANTIAL COMPLETION.

Substantial Completion is considered the stage in the progress of Construction when the Construction is sufficiently complete in accordance with the Contract Documents so that the District can occupy or utilize the site for its intended use.

H. LIQUIDATED DAMAGES

The Contractor agrees that if the Work is not completed within the Contract Time's damages would be extremely difficult or impracticable to determine. Therefore, and Contractor agree that if Contractor fails to complete the Work within the Contract Time, Contractor shall pay to, on demand, as liquidated damages and not as a penalty, the sum of One Thousand Dollars (\$1,000) for each day after the expiration of the Contract Time that the Work remains incomplete, and that this amount is a reasonable estimate of and a reasonable sum for such damages may deduct any liquidated damages owed to , as determined by , from any payments otherwise payable to Contractor under this Contract.

I. PLANS AND SPECIFICATIONS FURNISHED

The Contractor will be furnished, free of charge, three (3) copies of the contract drawings and contract specifications. Any additional copies requested by the Contractor will be furnished to the Contractor at the actual cost of reproduction. The Contractor shall retain an approved set of plans and specifications on the job at all times during the progress of the work.

J. MATERIALS

The Contractor shall furnish for use under these Special Provisions all materials required to complete the attached contract.

1. Quantity Certificates: The Contractor shall present a certified weight slip to the Engineer or a designee for all materials used in the contract measured by weight. The above-mentioned weight slips shall be submitted to the Engineer on the same day that the material has been delivered to the construction area.

2. **Proposed Materials Submittal:** The Contractor shall provide a submittal booklet containing product information for the materials proposed for the project. The Engineer will review and approve the submittals. Material submittals failing to meet the required specifications will be rejected. The Contractor shall re-submit new product information for review and approval by the Engineer.

K. QUANTITIES

The preliminary estimates of the quantities of work to be done and materials to be furnished are approximate only, being given as a basis for the comparison of bids, and the Chico Area Recreation District does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient by the Engineer.

Section 4-1.03 of the Standard Specifications shall not apply. The District reserves the right to increase or decrease the quantities in excess of 25% without adjustment to the contract unit price.

L. CONSTRUCTION PROCEDURES AND DETAILS

1. **Order of Work:** The order of work shall be determined by the Contractor and approved by the Engineer.

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work", of the Standard Specifications and these Special Provisions. The Contractor shall submit a construction schedule to the Engineer for review and approval at least seven working days prior to the distribution of notices as described in Section 7 below. A pre-construction meeting shall occur before work is initiated on site.

2. **Contractor Daily Work Hours:**

The Contractor shall restrict his work hours on all Project related work to 7 a.m. to 9 p.m. daily, except Sundays and holidays, when his work hours shall be from 10 a.m. to 6 p.m. unless otherwise approved by the Engineer. The restriction shall include all associated move on, set up, equipment and material delivery, and other project activities not strictly related to the daily progress of the project.

Should the Contractor, his subcontractors, or others under the Contractor's control not comply with the requirements contained in this Special Provision, the District will deduct a penalty charge from the Contractor's next progress payment for each occurrence. The penalty assessed shall be \$500.00 for the first occurrence, and \$1000.00 for each occurrence thereafter.

3. **Protection of Work:** The Contractor shall provide adequate protection of all work until final completion. This shall include, but not be limited to, barricades, lights, flags, cones, fencing, barricades, visual surveillance and other devices both to protect the Contractor's work and provide public safety. Payment for protection of work shall be included in other contract items.

Trees and other site amenities disturbed or damaged by the Contractor's work shall be replaced or restored at the Contractor's expense.

4. **Damage or Loss of Contractor's Supplies or Employee's Property:** The Chico Area Recreation District does not assume any liability from fire, theft, accident or any other cause resulting in damage or loss of the Contractor's supplies, materials or equipment, or of personal property or belongings of Contractor's employees.

5. **Property Damage:** The Contractor shall note the following:

- a. Any private property or property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the Engineer and shall be rectified in an approved manner back to its former condition, prior to damage, at the Contractor's expense within five (5) calendar days of occurrence.
- b. Any damage noted, or seen, by the Contractor that has occurred by any means other than during the performance of the contractor's work, whether by vandalism or any other means shall be promptly reported to the Engineer and shall be rectified in an approved manner back to its former condition, prior to damage, at the Contractor's expense within five (5) calendar days of occurrence. Particularly, all hazardous conditions shall be reported.

6. **Notification of Utilities:** The Contractor shall notify all utility companies, such as Pac Bell and PG&E, 48 hours prior to commencing underground work by contacting Underground Service Alert at 1-800-642-2444.
7. **Citizen Notification:** The Contractor shall notify all residents and businesses that may be affected by or are in the immediate vicinity of the construction at least 72 hours prior to construction. Notification shall be in writing and include a brief description of the work, starting date, scheduled date of completion, Contractor contact person and Contractor telephone number. Notification shall be submitted to the for review and approval at least 24 hours prior to distribution. Notice to be hand carried by Contractor Representative. Should a change in the work schedule occur after the residents and/or businesses have been notified the Contractor shall notify the residents and/or businesses of the change in schedule within 24 hours of the originally scheduled starting date.

When the construction requires prohibiting parking, "No Parking" signs shall be posted along the construction routes. The signs shall include the dates and times that no parking periods will be in effect. "No Parking" signs shall be mounted on Class I barricades and placed in the gutter pan not more than 100' apart. Signs shall be posted a minimum of 24 hours in advance of construction and immediately removed upon completion. Should the Contractor not commence work after 24 hours from placement of the signs, the signs shall be removed. If a vehicle is parked in a properly posted no parking area and is prohibiting the progression of work, the Contractor shall notify the Chico Police Department to arrange for removal of the vehicle.

Failure to comply with the provisions for notification shall result in the suspension of all work until the provisions have been met.

Full compensation for conforming to the requirements of this provision shall be considered as included in the prices paid for the various contract items and no additional compensation will be allowed.

8. **Access to Dwellings:** The Contractor shall provide access to all dwellings within the construction zone at all times throughout the project.
9. **Air and Water Pollution Control and Dust Control:** The Contractor's attention is directed to Standard Specifications, Section 7 - Legal Relations and Responsibilities and Section 10 - Dust Control for requirements related to air and water pollution control and dust control. The Contractor shall abide by the following regarding the control of dust:
 - a. All exposed earth surfaces shall be watered periodically during construction activities. This practice shall be conducted twice during the morning and afternoon work hours. Further, the frequency of watering shall increase if wind speeds exceed 15 miles per hour.
 - b. Soil, grindings or other debris carried onto street surfaces by construction equipment shall be removed on a daily basis.
 - c. The Contractor shall submit a water pollution control plan to prevent discharge into the walkway drains, and shall be responsible for adhering to the requirements of the Standard Specifications, including providing such water pollution control measures as called for in these specifications and as directed by the Engineer.
 - d. Compensation for providing air and water pollution control and dust control shall be included in the prices paid for the other items of work in the contract and no additional payment shall be made.
 - e. All grading operations shall be suspended when winds (as instantaneous gusts) exceed 20 miles per hour as directed by the AQMD.
 - f. Water active construction sites at least twice daily as directed by the Engineer. Frequency shall be based on the type of operation, soil and wind exposure.
 - g. All trucks hauling dirt, sand, soil or other loose materials shall be covered or shall maintain at least two feet of freeboard (i.e. minimum vertical distance between top of the load and the trailer in accordance with the requirements of CVC 23114.

- h. Sweep streets at the end of the day if visible soil materials are carried onto adjacent public paved roads (recommend water sweeper with reclaimed water).
- i. Cover inactive storage piles.
- j. Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours. The telephone number of the BCAQMD shall also be visible to ensure compliance with BCAQMD Rule 201 & 207 (Nuisance and Fugitive Dust Emissions).

10. Water: The Contractor shall furnish for use under these Special Provisions all water required and as set forth under Sections 10, 17, 19, and 25 of the Standard Specifications.

11. Notice of Potential Claim: See General Conditions

12. Confined Space Entry

The proposed construction involves the entry into confined spaces as defined in Part 1910 of Title 29 of the Code of Federal Regulations and General Safety Order Article 108, Title 8 of the California Administrative Code. The Contractor shall comply with the requirements of said regulations. The Contractor shall submit copies of an Entry Permit(s) and Confined Space Entry Program addressing operating, rescue procedures, surveillance procedures, and training as required by the state regulations.

13. Testing

The Contractor shall pay for all tests as determined by the Engineer. Shall include all tests normally performed by the Engineer to check the Contractor's compliance with the contract provisions.

14. Hazardous Waste in Excavation

If the Contractor encounters material in excavation which he/she has reason to believe may be hazardous waste, as defined by §25117 of the Health and Safety code, he/she shall immediately so notify the Engineer in writing. Excavation in the immediate area of the suspected hazardous material shall be suspended until the Engineer authorizes the work to be resumed. If such suspension delays the current controlling operation, the Contractor will be granted an extension of time as provided in Section 8-1.07, "Liquidated Damages", of the Standard Specifications.

If such suspension delays the current controlling operation more than 2 working days, the delay will be considered a right of way delay and the Contractor will be compensated for such delay as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Department reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing hazardous material from such area.

15. Unanticipated Cultural Resources Discovery

Construction operations on this project may unearth or uncover cultural resources of a historic or prehistoric nature. If buried or obscured cultural materials are observed during vegetation removal and/or construction, the work in the area of discovery shall cease, the District shall be notified, the encountered resource shall then be identified, recorded, and an assessment made of the resource by a qualified archaeologist.

The right is reserved to the Chico Area Recreation District and its authorized agents, including a qualified archaeologist and appropriate professionals to enter upon the right-of-way for the purpose of investigating and/or excavating and removing such resources. The Contractor shall cooperate with forces engaged in such work, and shall conduct his operations in such a manner to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

The Contractor shall immediately notify the Chico Area Recreation District of any delays to his operations as a direct result of the discovery of possible cultural resources which were not indicated on the plans or in the Special Provisions. Any such delays will be considered right-of-way delays within the meaning of Section 8-1.09, "Right of Way Delays,"

and compensation for such delay will be determined in accordance with said Section 8-1.09. The Contractor shall be entitled to no other compensation for any such delay.

16. Right of Public Utilities

The rights of Public Utilities to enter upon the work for the purpose of making changes necessitated by the improvement are as specified in Section 8-1.10 of the Standard Specifications.

17. Maintenance and Control of Traffic

- a. Description of Work: The Contractor shall supply at his own expense all flagmen, detour signs, barricades and all other traffic control devices and personnel in compliance with provisions of Section 7-1.08 - Public Convenience, Section 7-1.09 - Public Safety and Section 12 - Construction Area Traffic Control Devices of the Standard Specifications, and as ordered by the Engineer, necessary to provide a satisfactory level of safety and minimum inconvenience to the general public.

Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

The Contractor shall provide the Engineer with a Traffic Control Plan for each separate element of work seven (7) working days prior to starting work or the pre-construction meeting, whichever is earliest. The Engineer retains the right to modify the plan as he may determine necessary.

The Contractor or his representative and all subcontractors shall have a copy of the approved Traffic Control Plan pertinent to the work in progress on the jobsite at all times. Failure to adhere to the Traffic Control Plan shall be grounds for the District, City of Chico or the County of Butte to require the Contractor to stop the work until traffic control is in compliance with the approved Traffic Control Plan.

Should the Contractor or his subcontractors be required to stop work by direction of the Engineer due to non-compliance with the Traffic Control Plan, the Chico Area Recreation District will deduct a penalty charge from the Contractor's next progress payment for each occurrence. The penalty shall amount to \$250.00 for the first occurrence and \$500.00 for each occurrence thereafter.

During Contractor working hours a minimum of one (1) traffic lane (in each direction - 4 lane street), not less than twelve (12') feet wide shall be open for public use. During non-working hours all traveled lanes, on all roadways, shall remain open. Whenever vehicles or equipment are parked on the pavement or on the shoulder, within 6 feet of a travel lane, the parking area shall be delineated with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment or along the closed portion of the pavement or shoulder at 25-foot intervals to a point approximately twenty-five (25') feet past the last piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead), as appropriate, shall be mounted on a telescoping flag tree with flags.

Whenever a traffic lane is to be closed to public traffic, the Contractor shall install a traffic control system in accordance with the current "MANUAL OF TRAFFIC CONTROLS - Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways."

Designated legal holidays are: January 1st, Martin Luther King's birthday, February 12th, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be designated the legal holiday.

The Contractor shall keep current and notify the local Police, Chico Area Transit System (CATS), and Fire Departments of his construction operation and traffic control changes three (3) days before work is to begin or traffic changes are made. The Contractor shall at no time obstruct bus stops without prior written authorization from the City. The Contractor shall cooperate with local authorities relative to

handling traffic through the area and shall make his own arrangements in keeping the work area clear of parked vehicles.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to the public.

Wherever the Contractor's operations obliterate pavement delineation (lane lines, either pavement markers or painted lane lines or both), such pavement delineation shall be replaced by either permanent or temporary delineation before opening the traveled way to the traffic. Temporary delineation shall consist of reflective traffic line tape applied in pieces not less than 12 inches long nor less than 4 inches wide spaced no more than 12 feet apart. Reflective traffic line tape shall be applied in accordance with the manufacturer's instructions. Temporary delineation shall be the same color as the permanent delineation. Full compensation for temporary delineation shall be considered as included in the prices paid for the work and no separate payment will be made.

18. Access to Site and Staging Area

- a. Description of Work: The contractor is responsible for maintaining access to staging area and to fix and repair any damage to area at completion of project as needed to return area to its original condition. If existing pavement at or in access to staging area is damaged, it is the Contractors responsibility to repair paved areas back to its original state at no cost to the District.
 - i. When not in use, all contractors and subcontractor vehicles shall be parked within staging area, leaving existing parking open to the public.
 - ii. Prior to starting work, Contractor shall obtain approval of access routes to the site and mark the staging area on site for approval by the District or County Inspector. Two sets of keys for staging area gates shall be provided to the District or County Inspector. The Contractor shall leave the staging area clean and free of debris.
- b. Temporary Fencing: Temporary Chain Link Fence, 6' high, shall be furnished and constructed, maintained and later removed, as shown on the Demolition Plan, as specified in these Special Provisions and as directed by the District Inspector.
 - i. Posts shall be either metal or wood at the contractor's option.
 - ii. Galvanizing and painting of steel items will not be required.
 - iii. Treating wood with wood preservatives will not be required.
 - iv. Concrete footings for metal posts will not be required.
 - v. Insert posts into portable concrete blocks or steel supports as needed to support fence.
 - vi. Install two sets of 8' wide locking gates as needed for access to the staging area. Provide the District Inspector with two sets of keys to gate locks.
 - vii. Temporary fences that are damaged from any cause during the progress of the work shall be repaired or replaced at the Contractor's expense.
 - viii. When no longer required for the work as determined by the District Inspector, temporary fences shall be removed. Removed materials shall become the property of the Contractor and shall be removed from the site of the work.
 - ix. Holes caused by the removal of temporary fences shall be backfilled in accordance with the provisions in the "Preservation of Property" section of the Standard Specifications

19. Safety Construction Fencing and Barricades

- a. Description of Work: Temporary 4' Vinyl Fencing shall be furnished and constructed maintained and later removed as per plans, specifications, these Special Provisions and as directed per the District or County Inspector. Locations include drip line around existing trees in areas of construction, per Drawing Notes "Tree Protection Measures" and surrounding open trenches during construction.

- i. Steel, wood or plastic Traffic Barricade with Flasher Light shall be furnished and set in front of all open trenches that are within five-feet of pedestrian or vehicular paths and roads.
- ii. Materials may be of commercial quality providing the dimensions and sizes of said materials are equal to, or greater than the dimensions shown on the plans or specifications.
- iii. Used materials may be used providing such used materials are structurally sound and suitable for the purpose intended.
- iv. Posts shall be either metal or wood at the contractor's option.
- v. Galvanizing and painting of steel items will not be required.
- vi. Treating wood with wood preservatives will not be required.
- vii. Concrete footings for metal posts will not be required.
- viii. Safety fencing and barricades that are damaged from any cause during the progress of the work shall be repaired or replaced at the Contractor's expense.
- ix. When no longer required for the work as determined by the District Inspector, safety fences and barricades shall be removed. Removed materials shall become the property of the Contractor and shall be removed from the site of the work.
- x. Holes caused by the removal of safety fencing and barricades shall be backfilled in accordance with the provisions in the "Preservation of Property" section of the Standard Specifications.

20. Construction Layout and Staking

- a. Description of Work: Stakes or marks will be set by the Contractor as the Contractor determines to be necessary to establish the lines and grades required for the completion of the work specified in these specifications, on the plans and in the Special Provisions.

21. Clearing and Grubbing

- a. Description of Work: Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these Special Provisions.

The area to be cleared and grubbed shall remain within the excavation and embankment slope lines.

22. Existing Highway Facilities

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

23. Excavation

- a. Description of Work: All references to "Excavation" shall be equally interchangeable with "Roadway Excavation". All Excavation shall conform to the provisions of Section 19, "Earthwork" of the Standard Specifications and these Special Provisions.

Excavation shall consist of performing all operations necessary to excavate earth, rock, and all other materials upon which the fill, aggregate base, or other material is to be constructed; to build embankment, in the location and to the elevation and form required; to backfill ditches and depressions caused by the removal of obstructions; to furnish all equipment necessary for these operations, and the performances of all incidental work of whatever nature that may be required to build the grade and maintain it in the form specified. Included in the work shall be all associated grading areas to drain, and the scarification and recompacting to 90% relative compaction of the top 6 inches of the subgrade.

Surplus Material: All surplus excavated material shall be collected, hauled and deposited at a location specified by the Engineer. Only if directed to do so in writing by the engineer may surplus excavated material be collected, hauled and deposited away from the project by the Contractor and shall be paid as a part of this item.

Local Borrow: Local borrow shall conform to Section 19-7, "Borrow Excavation" of the Standard Specifications and these Special Provisions.

24. Aggregate Base

- a. Description of Work: Aggregate Base shall conform to the provisions in Section 26, "Aggregate Bases" of the Standard Specifications and these Special Provisions and shall be constructed to the thickness and dimensions indicated on the plans. The maximum size of aggregate shall be three-quarters (3/4) inch as set forth in Section 26, or as specified by the Engineer. Aggregate Base shall be Class 2.

25. Water

- a. Description of Work: The Contractor shall furnish for use under these Special Provisions all water required and as set forth under Sections 10, 17, 19, and 25 of the Standard Specifications.
- b. Measurement and Payment: The cost for furnishing water shall be considered as being included in the contract unit price paid for other items of work, and no separate payment will be allowed.

26. Storm Drain Pipe

Specified Pipe Materials

- a. Description of Work: The storm drain pipe shall be installed in conformance with the manufactures construction specifications including trench construction, backfill material selection and backfill construction. In addition applicable portions of Section 64, "Plastic Pipe" of the Standard Specifications and these Special Provisions shall apply.
- b. Trench Excavation: In addition to the manufactures construction specifications trench excavation shall conform to the provisions in Section 19-3, "Structure Excavation", of the Standard Specifications and these Special Provisions. The excavation for storm drain pipe shall not be made further in advance of laying the pipe than is practical to complete the pipe laying and backfill operation each day.
- c. Trench Backfill, Storm Drain: In addition to the manufactures construction specifications trench backfill shall conform to the provisions in Section 19-3, "Structure Backfill", of the Standard Specifications and these Special Provisions. Minimum cover shall be maintained during the construction operation by mounding additional material over backfilled storm drain trenches. Storm drain pipes damaged during any project construction operation shall be removed and replaced at the contractor's expense and no additional compensation will be made.

Alternative Pipe Materials

- a. Description of Work: If requested in writing alternative pipe materials may be approved by the engineer and shall conform to the applicable specifications of the following types of pipe materials. Pipe material shall not vary between structures. Existing pipes extending from structures shall be removed if new pipe being installed is of dissimilar material.

Polyvinyl Chloride (PVC) and High Density Polyethylene (HDPE) Pipe

PVC or HDPE pipe shall be in accordance with the requirement of Section 64 of the Standard Specifications, except that Type C corrugated polyethylene pipe shall not be allowed.

Smooth interior wall ribbed polyvinyl chloride drain pipe shall meet the requirements for materials and installation of Section 64, "Plastic Pipe," of the Standard Specifications for sizes 18-inch to 48-inch.

Smooth interior Type S corrugated polyethylene pipe or ribbed profile wall polyethylene pipe shall meet the requirements for materials and installation of Section 64, Plastic Pipe of the Standard Specifications for sizes 12 inches through 36 inches.

- b. Trench Excavation: Trench excavation shall conform to the provisions in Section 19-3, "Structure Excavation", of the Standard Specifications and these Special Provisions. The excavation for storm

drain pipe shall not be made further in advance of laying the pipe than is practical to complete the pipe laying and backfill operation each day.

- i. Excavation for Laying Pipe: Pipe shall, unless otherwise directed, be laid in open cut. All trenches shall have vertical sides from the bottom to a point at least six (6) inches above the top of the pipe. Above this point in unstable ground, with the written consent of the Engineer, the trench may be sloped as directed. Trenches shall be six (6) inches minimum, wider on each side, or a total of twelve (12) inches minimum, wider than the exterior diameter of the pipe, exclusive of sockets. In the event that sheeting is required, the width of the trench shall be increased sufficiently to accommodate the sheeting. Sheeting shall not be driven below the invert grade of the pipe unless absolutely necessary due to ground conditions, as sheeting is to be removed in conjunction with the backfilling. If sheeting is driven below the invert grade as required above, it shall remain in place, except that portion two (2) feet above the top of the pipe, which shall be cut off and removed as the backfilling is completed.

When using movable trench support, care shall be exercised not to disturb the pipe locations, jointing or embedment. Any voids left in the embedment material by support removal shall be carefully filled with compacted granular material. Removal of any bracing between sheeting, trench boxes or shields shall only be done where backfilling procedures permit removal without loss of trench support. Any longitudinal movement or disjointing of pipe which results from movement of trench boxes or shields shall be corrected before additional pipe is placed.

- ii. Trenches in rock: Every trench in rock shall be fully opened to a final depth at least thirty (30) feet in advance of any place where pipe is being laid. In rock the trench shall be carried six (6) inches below the external diameter of the pipe. Bedding material consisting of clean washed sand, with a maximum particle size of 1/4 inch, and with a minimum of 70 percent passing a No. 20 screen or graded sand and gravel with a maximum particle size of 3/4 inches conforming to the gradation requirements for Class 2 Aggregate Base per Section 26 of the Standard Specifications, shall be placed, spread and compacted to provide a firm uniform bed for supporting the pipe.
 - iii. Soil Testing: Should soil conditions such as running water or unstable soils be encountered during trench excavation, the director may require testing in advance of excavation to determine the nature and extent of the conditions. After such determination is made, the Engineer may require modified trenching and embedment procedures, as required by soil conditions.
 - iv. Preparation of Subgrade: The subgrade for pipe shall be so prepared that the entire length of each section of pipe shall have a firm and uniform bearing except for such distance as is necessary for bell holes and the proper sealing of the pipe joints. Bell holes below the elevations of the pipe subgrade shall not be larger than one-fourth (1/4) of the distance between pipe joints.
 - v. Overcut: Excavations shall be carried to the exact depth indicated on the plans or as specified. Should the Contractor, through his or her negligence or other fault, excavate below the designed lines, he or she shall replace such excavation with approved materials at his own expense.
 - vi. Approval of Excavations: The contractor shall notify the engineer where excavations for structure or pipes are completed, and no concrete shall be deposited or pipes laid until the excavations are approved.
- c. Trench Backfill, Storm Drain: Trench backfill shall conform to the provisions in Section 19-3, "Structure Backfill", of the Standard Specifications and these Special Provisions.
- i. Polyvinyl Chloride and Polyethylene Pipe: Pipe bedding and shading material from the bottom of the trench to a plane one foot above the top of the plastic pipe shall be clean sand with a maximum particle size 1/4-inch and minimum of 70% passing a No. 20 screen, Class 2 aggregate base, 3/4" maximum grading, compacted to a relative compaction of not less than 95% or Slurry Cement Backfill as specified in Section 19-3.06 Slurry Cement Backfill of the Standard Specifications. Backfill material from a plane one foot above the top of the plastic pipe to subgrade shall meet the above requirements for reinforced concrete pipe.

- ii. Disposal of Excess Material: Excess materials which have been excavated from trenches, and which cannot be utilized for backfill, shall be removed in accordance with the Special Conditions.
- iii. Compaction: Compaction of backfilled material by ponding or jetting will not be allowed unless specifically authorized by the Engineer.

27. Miscellaneous Concrete Construction

- a. Description of Work: Curbs, sidewalks and PCC pavement shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these Special Provisions.

Subgrade preparation shall conform to the provisions of Section 73-1.02 of the Standard Specifications. The Contractor shall be responsible for performing grading, including furnishing fill material and excavating, as necessary to establish finish grade for placement of concrete sidewalk, driveway, handicap ramp, valley gutter, and mow curb construction. Subgrade shall be compacted to a relative density of 90% in conformance with California Test Method No. 216.

No concrete shall be placed until the subgrade and forms have been reviewed for satisfactory compaction, alignment, and grade, and approved by the Engineer.

- b. Premolded Expansion Joints, 1/4-inch-wide, shall be installed in all curbs and sidewalks as follows:
 - i. As shown on Drawings.
 - ii. At maximum 48-foot intervals in all new curb and gutter construction.
- c. Control Joints, 1/4-inch-wide, 1/4-inch radius, scored at 1/4-inch-depth of concrete being placed, shall be constructed at maximum 24-foot intervals in all new curbs, gutters, and sidewalks. Weakened plane joints shall be constructed in the ramps in accordance with the applicable provisions of Section 40-1.08(B) of the Standard Specifications.
- d. Extruded curb, gutter and sidewalk construction shall not be used without prior approval by the Engineer.
- e. Materials:
 - i. Concrete: Construction of all sidewalks, handicap ramps, curbs, gutters and driveways shall be of Class "A" Portland Cement concrete as specified in Section 90, "Portland Cement Concrete" of the Standard Specifications, and shall conform to the provisions of Section 90-10, "Minor Concrete," of the Standard Specifications.
 - ii. Adhesives: Adhesives or bonding agents used to join new concrete to existing concrete shall be approved by the Engineer prior to use in the work.
 - iii. Lampblack: Lampblack of approved quality shall be mixed with all concrete used in the work at the rate of one pound per cubic yard of concrete. (If Concrete is not colored)
 - iv. Joint Filler: Premolded expansion joint filler shall conform to the provisions of Section 51-1.12C of the Standard Specifications.
 - v. Dowels: Steel dowels, where specified, shall conform to the provisions of Section 51.1.13 and 52.1.02A of the Standard Specifications.
 - vi. Curing: The curing method of Portland Cement concrete shall conform to Section 90-7.01B of the Standard Specifications. The curing compound shall consist of the compound specified in Section 90-7.01B(4) of the Standard Specifications.

- b. Measurement: Concrete curb and/or gutter will be measured by the lineal foot in place. Concrete sidewalks, driveways, PCC Pavement and bus shelter pads shall be measured by the square foot in place. Handicap ramps shall be measured per each.
- c. Payment: The unit price paid per linear foot for installation of concrete curb, flush curb and/or gutter and the unit price paid per square foot for installation of concrete sidewalk and for each handicap ramp shall include full compensation for furnishing all labor, tools, materials and equipment, and for doing all the work involved in installing curbs, gutters, sidewalks, driveways, and handicap ramps, including grading and sand cushion under sidewalk, handicap ramp, and driveways, or aggregate base under curb and gutter, as shown on the plans as required by the Standard Specifications and these Special Provisions, and as directed by the Engineer.

M. UNDERGROUND FACILITIES

NOTICE IS HEREBY GIVEN THAT there may be underground water, gas, telephone, electric and other utility pipes located beneath the surface of the roadway.

Prior to submittal of bids, and upon obtaining appropriate encroachment permits, prospective bidders may, at their expense, investigate the nature of the site by digging test holes within public right-of-way areas in the vicinity of the work.

The Contractor shall contact the appropriate utility company prior to any excavation and shall determine the exact vertical and horizontal location of any underground facilities.

Following the award of contract for the work, any cost in locating underground facilities shall be considered as included in the cost of other items of the contract and no additional compensation will be allowed.

Section 19-1.04, "Removal and Disposal of Buried Man-Made Objects", of the Standard Specifications shall not apply. Payment for removal and disposal of buried man-made objects shall be included in the contract price paid for other items of work and no separate payment shall be allowed.

N. ROSE GARDEN AND PAVILION PLANS

All work encompassed under this project shall be completed in accordance with the notes and drawings shown on the Plans entitled: "**ROSE GARDEN AND PAVILION**, Title Sheet through E-1.1"

IV. PROJECT PLANS
(SEPARATE DRAWINGS)

TABLE OF CONTENTS
ROSE GARDEN AND PAVILION

INDEX OF DRAWINGS

--	TITLE SHEET
L-0.0	EROSION CONTROL PLAN
L-0.1	DEMOLITION PLAN
L-1.0	CONSTRUCTION PLAN
L-1.1	CONSTRUCTION DETAILS
L-1.2	CONSTRUCTION DETAILS
L-1.3	CONSTRUCTION DETAILS
L-2.0	PLANTING PLAN (NOT IN BID)
L-2.1	PLANTING DETAILS (NOT IN BID)
L-3.0	IRRIGATION PLAN
L-3.1	IRRIGATION DETAILS
L-4.0	GRADING PLAN
S-1	STRUCTURAL DETAILS
S-2	STRUCTURAL DETAILS
E-1.0	LIGHTING PLAN
E-1.1	LIGHTING AND ELECTRICAL DETAIL SHEET

V. CONTRACT FORM

PROJECT CONTRACT
CHICO AREA RECREATION DISTRICT/_____

ROSE GARDEN AND PAVILION

THIS CONTRACT (“CONTRACT”) is made as of _____, 2015, by and between the CHICO AREA RECREATION DISTRICT, a municipal corporation of the State of California (“District”), and _____, a/an individual, partnership, corporation (“Contractor”).

District and Contractor agree as follows:

ARTICLE 1 BASIC INFORMATION

- 1.1 District: CHICO AREA RECREATION DISTRICT
- 1.2 District’s Representative: General Manager
- 1.3 District's address: 545 Vallombrosa, Chico, CA 95926
- 1.4 Contractor: _____
- 1.5 Contractor’s Representative: _____
- 1.6 Contractor’s address: _____
- 1.7 Project name and location: _____
- 1.8 District’s Project Manager,
Contract Documents prepared by: _____
- 1.9 The following listed
addenda are incorporated: Exhibit “A” Description of Project
Exhibit “B” Bid Forms
Schedule “A” (PF-8 through PF-9)
Schedule “B” (PF-10)
Schedule “C” (Contractor to Provide)
- 1.10 Terms defined in District’s General Conditions shall have the same meanings when used in this Contract.

ARTICLE 2 WORK

2.1 Contractor shall provide all labor, materials, equipment, tools, and services required by District and shall perform all work described in the Contract Documents. Contractor agrees to do additional Work arising from changes ordered by District pursuant to Article 7 of the General Conditions.

ARTICLE 3 CONTRACT TIME

3.1 Contractor shall commence the Work on the date specified in District’s Notice to Proceed. The Work shall be fully completed within ___ days or before **March 4, 2016** (the “Contract Time”) after the date of commencement specified in District’s Notice to Proceed.

ARTICLE 4 LIQUIDATED DAMAGES

4.1 District and Contractor agree that if the Work is not completed within the Contract Time, District's damages would be extremely difficult or impracticable to determine. Therefore, District and Contractor agree that if Contractor fails to complete the Work within the Contract Time, Contractor shall pay to District, on demand, as liquidated damages and not as a penalty, the sum of One Thousand Dollars (\$1,000) for each day after the expiration of the Contract Time that the Work remains incomplete, and that this amount is a reasonable estimate of and a reasonable sum for such damages. District may deduct any liquidated damages owed to District, as determined by District, from any payments otherwise payable to Contractor under this Contract.

4.2 Nothing contained herein shall limit District's rights or remedies against Contractor for any default other than failure to complete the Work within the Contract Time. This provision for liquidated damages shall not be applicable nor act as a limitation upon District if Contractor abandons the Work. In such event, Contractor shall be liable to District for all losses incurred.

ARTICLE 5 CONTRACT SUM

5.1 The Contract Sum is: _____ Dollars (\$_____).

5.2 District shall pay to Contractor, for the performance of the Work, the Contract Sum subject to adjustment for alternates, unit price items, changes ordered by District, and as otherwise provided in the Contract Documents.

5.3 Unit prices, if any, and their respective estimated quantities, if specified, are listed in Exhibit “B” Contract Sum - Unit Prices.

The Contract Sum will be increased by an amount equal to the unit price multiplied by the actual number of units of each unit price item incorporated in the Work. Adjustment of unit prices, if actual quantities vary from estimated quantities, is subject to the

provisions of Section 7.5 of the General Conditions.

ARTICLE 6 CONTRACT DOCUMENTS

6.1 The Contract Documents consist of this Contract, General Conditions, Supplementary Conditions, Special Provisions, Technical Specifications, Exhibits, List of Drawings and Drawings, Addenda, Bid Form, Certificates of Insurance, Performance Bond, Labor and Materials Bond, List of Subcontractors, Notice to Proceed, Contract Modifications, and all other documents identified in this Agreement copies of which have been provided to Contractor by District.

ARTICLE 7 DUE AUTHORIZATION

7.1 The person or persons signing this Contract on behalf of Contractor hereby represent and warrant to District that this Contract is duly authorized, signed, and delivered by Contractor.

THIS CONTRACT is entered into as of the date first written above and is executed in at least three original counterparts. One counterpart original shall be delivered to Contractor and two counterpart originals shall be delivered to District.

CHICO AREA RECREATION DISTRICT

CONTRACTOR

By: General Manager

(Name)

(Title)

APPROVED AS TO FORM:

(Name and Classification of License)

Jeff Carter, CARD Attorney

(California License Number)

(Expiration Date)

(Complete notary acknowledgment for all signatures of Contractor. If signed by other than the sole proprietor, a general partner, or corporate officer, attach original notarized power of attorney or corporate resolution.)

PROJECT CONTRACT
CHICO AREA RECREATION DISTRICT / _____

ROSE GARDEN AND PAVILION

EXHIBIT "A"
Description of Project

GENERAL WORK DESCRIPTION - The work, in general, to be done under this contract consists of the removal of an existing turf grass area, construction of a steel arbors and a pavilion, all with wood accents, concrete sidewalks, seat walls and stairs, decomposed granite paths, an ornamental steel fence and gates, a site drainage system, site lighting and irrigation; all within the confines of the CARD Center at 545 Vallombrosa Avenue, Chico, California, all in conformance with the attached Contract specifications entitled:

PROJECT NAME: **ROSE GARDEN AND PAVILION**

and the construction notes and details as shown on the contract plans entitled:

ROSE GARDEN AND PAVILION

PROJECT CONTRACT
CHICO AREA RECREATION DISTRICT / _____

ROSE GARDEN AND PAVILION

EXHIBIT "B"

BID FORMS (SCHEDULES A, B and C)

VI. BID PROPOSAL FORM

CHICO AREA RECREATION DISTRICT
CHICO, CALIFORNIA

BID PROPOSAL

ROSE GARDEN AND PAVILION

TO THE CHICO AREA RECREATION DISTRICT

The undersigned declares to have carefully examined the location of the proposed work, the contract plans and specifications, and read the accompanying General and Special Provisions, and hereby proposes to furnish all materials and do all the work required to complete the said work in accordance with said contract plans, if any, and specifications, and General and Special Provisions, for the unit prices or lump sum set forth in the following attached schedules.

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds within ten (10) days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the Bidder's guaranty accompanying the undersigned's bid shall become the property of the CHICO AREA RECREATION DISTRICT.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price:

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the District's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all such figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the District, and such discretion will be exercised in the manner deemed by the District to best protect the public interest in the prompt and economical completion of the work. The decision of the District respecting the amount of a bid, or the existence or treatment of an irregularity in a bid shall be final.

City of Chico Business License No. _____

Taxpayer Identification No. _____

Licensed in accordance with an act providing for the registration of contractors:

License No. _____

Signature of Bidder: _____

(If an individual, so state. If a firm or co-partnership, state the firm name and give names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.)

Date: _____ 20 _____

Business Address

Phone No. _____

ROSE GARDEN AND PAVILION

PRE-AWARD QUALIFICATIONS AND QUESTIONNAIRE

The District has established that prospective bidders shall submit information regarding their qualifications for performing park construction contracts and irrigation sub-contracts for installation of pump station, main line and central control systems of equivalent complexity. Please provide at least three references for both the contractor and irrigation contractor on the following page. Bidders shall submit responses to the Pre-Award Qualification Questionnaire included in this Proposal. Deficiencies noted by the District prior to Award may be cause for determination that the bidder is not capable of meeting the contract requirements. Deficiencies will be considered negative references and/or 'Yes' answers to any of the questions on the Pre-Award Questionnaire.

If the District determines it necessary, a pre-award qualification review meeting will be conducted. The apparent low bidder shall participate in a pre-award qualification review meeting conducted by one or more agents of the District and the Engineer. Notification by the District will be within 7 days after the bid opening, and will be provided at least 48 hours prior to the qualifications review meeting. Non-attendance to the qualification review meeting by the apparent low bidder shall be just cause for rejection of the bid. At the qualifications review meeting, the low bidder shall be prepared to discuss and answer questions relative to the Pre-Award Qualifications and Questionnaire submitted with the bid. The District's determination on the bidder's qualifications for performing referenced construction work in a manner that is safe for the workers and the public and of the highest possible quality, will be based on the following:

1. Bidder's experience in construction work of this nature.
2. Qualifications of on-site supervisory personnel capable of completing the work in a safe and timely manner.
3. Safety history of the bidder and its supervisory personnel.

Successful completion of the pre-award qualifications process does not relieve the Contractor of the responsibility for furnishing materials or producing finished work of the quality specified in project plans and specifications.

The second and third apparent low bidders shall participate in pre-award qualifications review meetings if requested to do so by the District. Non-attendance by the second or third apparent low bidder at any such requested meeting shall be just cause for rejection of bid. The contract provisions described herein shall be considered part of the cost of preparing bids and no separate payment will be made therefor.

STATEMENT OF QUALIFICATIONS

Previous projects completed in the last ten years of equivalent complexity with references.

PRIME CONTRACTOR: Name, Address and Telephone Number

CONTRACTOR REFERENCES (Three Minimum - Name, Address and Telephone Number)

IRRIGATION SUB-CONTRACTOR: Name, Address and Telephone Number

IRRIGATION SUB-CONTRACTOR REFERENCES

(Three Minimum - Name, Address and Telephone Number)

PRE-AWARD QUALIFICATION QUESTIONNAIRE

1. Has your contractor's license been revoked at any time in the last 5 years?
2. Has any Contractor's State License Board license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended with in the last 5 years?

If yes, please explain on a separate signed sheet...

3. At any time during the last 5 years, has your firm or any of its owners or officers, been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
4. In the last 5 years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?
5. At any time during the last 5 years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm behalf, in connection with a construction project, either public or private?

If yes, explain on a separate signed sheet the amount of each claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such claim was resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

6. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state or local law related to construction?

If yes, explain on a separate signed sheet, including who was involved, the name of the public agency, the date of the conviction and the grounds for conviction.

7. Has the Federal Occupation Safety and Health Administration cited and assessed penalties against your firm in the past 5 years?

If yes, attach a separate signed sheet describing.

Signature of Prospective Bidder

In signing this Questionnaire, the prospective bidder certifies that the information and answers on the "Pre-Award Qualification Questionnaire" are complete and accurate.

CONTRACTOR'S PROPOSAL FORM

FOR

ROSE GARDEN AND PAVILION

Pursuant to INVITATION TO BID, and INFORMATION TO BIDDERS, the undersigned hereby proposes and agrees that on award by the District in accordance with the provisions of the Contract Documents, to execute the Agreement, with necessary bonds, to furnish and install any and all transportation, materials, equipment, tools, excavation, utilities, sheeting, shoring, bracing and supports, plant and other facilities, and all management, superintendence, permits, labor and services for the ROSE GARDEN AND PAVILION, in accordance with the Contract Documents therefor adopted and on file with Chico Area Recreation District, within the time hereinafter set forth and at the price or prices set forth in this Bid as follows:

Schedule A -Bidder's Breakdown of Lump Sum Bid

The following breakdown of the Total Lump Sum Bid shall be given with the Bid solely for the purpose of reviewing the Bid balance. The price breakdown shall be fairly apportioned to the various parts of the Work and shall meet with the DISTRICT's approval. If so requested by the DISTRICT, the Bidder shall substantiate any price or prices with additional detail breakdown. (Schedule A: see PF-8).

Schedule B -Bidder's Unit Prices for Additions, Changes, or Deletions

The Bidder further proposes that, in the event that additions changes, or deletions are made to or from the Drawings and Specifications for the proposed Work, the total adjustments to the lump sum price shall be computed based on the following unit prices for the following types of construction. Unit prices provided shall be fully loaded and include all costs. The DISTRICT reserves the right to request a breakdown from the Contractor on the unit price and, if necessary, to delete these unit prices from the Contract Document if, from the DISTRICT's sole judgement, are unbalanced or not reasonable prices for the work. (Schedule B – See PF-10).

Schedule C -Wage and Equipment Rates

The Bidder shall provide wage and equipment rates applicable to this project on separate sheet(s) to be submitted with the bid (no exceptions). The information may be used to compute adjustments to the lump sum price per applicable portions of the General Conditions. No bid forms for Schedule C are provided; Contractor shall provide his/her own. (Schedule C – Contractor to number his pages from PF-11).

SCHEDULE A - LUMP SUM BID FORM

FOR

ROSE GARDEN AND PAVILION

Pursuant to INVITATION TO BID, and INFORMATION TO BIDDERS, the undersigned hereby proposes and agrees that on award by the Chico Area Recreation District in accordance with the provisions of the Contract Documents, to execute the Agreement, with necessary bonds, to furnish and install any and all transportation, materials, equipment, tools, excavation, utilities, sheeting, shoring, bracing and supports, plant and other facilities, and all management, superintendence, permits, labor and services for the ROSE GARDEN AND PAVILION, in accordance with the Contract Documents therefor adopted and on file with the Chico Area Recreation District, within the time hereinafter set forth and at the price or prices set forth in this Bid as follows:

BASE BID ITEMS

NO.	ITEM	QUANTITY	UNIT	TOTAL
1	Mobilization	1	LS	\$
2	Construction Fencing			
3	Grading and Drainage (includes import soil/fill)	1	LS	\$
4	Pavilion	1	LS	\$
5	Buttress	1	LS	\$
6	Seatwall at stage (Seatwall B)	1	LS	\$
7	Concrete Stairs	1	LS	\$
8	Concrete Curb	1	LS	\$
9	Concrete Flat Work (sidewalk, plaza and stage)	1	LS	\$
10	Decomposed Granite Path	1	LS	\$
11	Steel Edging	1	LS	\$
12	Ornamental Steel Fence	1	LS	\$
13	Pedestrian Gate	1	LS	\$
14	Vehicular Gate	1	LS	\$
15	Electrical Panels and GFCIs	1	LS	\$
16	Irrigation	1	LS	\$
		BASE BID TOTAL	\$	

Schedule 'A' Continued

ADD ALTERNATE BID ITEMS

NO.	ITEM	QUANTITY	UNIT	TOTAL
1	Entry Arbor	1	LS	\$
2	Decorative Columns (Small)	1	LS	\$
3	Decorative Columns (Tall)	1	LS	\$
4	Soil Prep/ Amendments	1	LS	\$
5	Bark Mulch	1	LS	\$
6	60 day Maintenance Period (irrigation & lighting)	1	LS	\$
7	Path Arbors	1	LS	\$
8	Seatwall at Stage (Seatwall A)	1	LS	\$
9	Seatwall at West Garden (Seatwall C)	1	LS	\$
10	Up Lights A	1	LS	\$
11	Up Lights B	1	LS	\$
12	Low Voltage Lights In-Ground (At Entry Arbor)	1	LS	\$
13	Spot Lights D	1	LS	\$
TOTAL ADD ALTERNATE BID				\$

Notes:

1. Contractors must use this form to provide bids (no exceptions or alterations are permitted).
2. Bid item totals must roll up to the base bid total and include all materials and labor required for a complete installation.

Total Lump Sum Base Bid \$ _____

Total Add Alternate Bid \$ _____

Total Base Bid and Add Alternate \$ _____ (In Figures)

\$ _____ (In Words)

BID AMOUNT OF EACH OF THE ABOVE BID ITEMS MUST BE FILLED IN AND COMPLETED IN INK.

*Signature of Bidder: _____

Company Name (printed): _____

*If Corporation, two officer signatures are required.

SCHEDULE B - UNIT PRICES BID FORM

FOR
ROSE GARDEN AND PAVILION

NO.	ITEM	QUANTITY	UNIT	TOTAL
1	Temporary Construction Fencing (including gates and signage)	1	LF	\$
2	Construction Surveying (controls, work layout , grading, etc.)	1	DAY	\$
3	Import Fill Soil and Placement	1	CY	\$
4	Import Top Soil and Placement	1	CY	\$
5	Rough Grade – cut and fill in place	1	CY	\$
6	Light Standard (fixture tag A)	1	EA	\$
7	Light Standard (fixture tag B)	1	EA	\$
8	Light Standard (fixture tag C)	1	EA	\$
9	Light Standard (fixture tag D)	1	EA	\$
10	Conduit – ¾ inch	1	LF	\$
11	Conduit – ½ inch	1	LF	\$
12	Conductor - per size - _____ (list size)	1	LF	\$
13	Conductor - per size - _____ (list size)	1	LF	\$
14	Irrigation Controller (per plan)	1	EA	\$
15	Irrigation Mainline	1	LF	\$
16	Turf Rotator Irrigation	1	SF	\$
17	Pop-Up Spray	1	SF	\$
18	Drip Irrigation	1	SF	\$
19	Path Arbor	1	EA	\$
20	Decorative Columns (Short)	1	EA	\$
21	Decorative Columns (Tall)	1	EA	\$
22	Concrete Stairs	1	SF	\$
23	Concrete Curb	1	LF	\$
24	Concrete Flat Work	1	SF	\$
25	Decomposed Granite Path	1	SF	\$
26	Steel Edging	1	LF	\$
27	Ornamental Steel Fence	1	LF	\$

Notes:

- Individual unit prices must include all materials and labor required for a complete installation. Unit prices will be utilized for authorized additions or deletions to the scope of work.
- Contractors must use this form to provide bids (no exceptions or alterations are permitted).

BID AMOUNT OF EACH OF THE ABOVE BID ITEMS MUST BE FILLED IN AND COMPLETED IN INK.

*Signature of Bidder: _____

Company Name (printed): _____

*If Corporation, two officer signatures are required.

VII. APPENDIX

(WATER USE CALCULATIONS)

ROSE GARDEN AND PAVILION CHICO, CA

System Capacity

(Maximum daily water required to irrigate the landscape area in a 8 hour irrigation window)

Where:

27,154 = Gallons per Acre-Inch
 = Irrigated Landscape Area
 HA (Acres)
 43,560 = Square Feet per Acre
 = Reference Evapotranspiration (CIMIS
 Eto Station 131 - Fair Oaks)
 0.269 = Historical Daily Peak ETo (Worst Case)
 = Irrigation Efficiency (IE) - Rotors,
 0.70 Rotators, Spray
 = Irrigation Efficiency (IE) - Bubblers,
 0.85 Surface Drip
 = Irrigation Efficiency (IE) - Sub-surface
 0.90 Drip
 HR = Irrigation Window (Hours per Day)
 60 = Minutes per Hour

Design Capacity

$$SC = (27,154) (HA) (ETo / IE) / (HR) (60)$$

$$SC = \quad \quad \quad \mathbf{3.20 \quad GPM}$$

Irrigation Window

8 Hours per Day

Irrigated Landscape Area

6,402 = Irrigated Landscape Area (Square Feet)

0.15 = Irrigated Landscape Area (Acres)

**ROSE GARDEN AND PAVILION
OROVILLE, CA**

**Irrigation Documentation Package
Water Budget Calculation**

Maximum Applied Water Allowance (MAWA) - Calculation

$$\text{MAWA} = (\text{Eto}) (0.7) (\text{LA}) (0.62)$$

$$\text{MAWA} = \quad \quad \quad \mathbf{143,369} \quad \text{Gallons per Year}$$

Where:

- 51.6** = Reference Evapotranspiration (ETo) (Ref: CIMIS Station 131)
- 0.7 = ET Adjustment Factor (percent)
- 6,402 = Landscape Area (LA) (square feet)
- 0.62 = Conversion factor (inches to gallons)

Estimated Water Use for Hydrozones (EWU) - Calculation

$$\text{EWU} = (\text{Eto}) (\text{PF}) (\text{HA}) (0.62) / (\text{IE})$$

Where:

- 51.6 = Reference Evapotranspiration (ETo) (Ref: CIMIS)
- PF = Plant Factor per Hydrozone
- HA = Hydrozone Area (square feet)
- 0.62 = Conversion factor (inches to gallons)
- IE = Irrigation Efficiency per Sprinkler Type

Hydrozone 1; Low water use trees, shrubs and ground cover; drip.				PR=	0.21
PF =	0.2				
HA =	3,324	(square feet)	0.076309	acres	
IE =	0.9				
EWU =	23631.424	(gallons per year)	0.072522	acre-feet/year	31.5928 ccf/year
					1 r

Hydrozone 6; Medium water use trees, shrubs and ground cover; bubbler				PR=	3.5
PF =	0.5				
HA =	553	(square feet)	0.012695	Acres	
IE =	0.9				
EWU =	9828.6533	(gallons per year)	0.030163	acre-feet/year	13.1399 ccf/year
					1 r

Hydrozone 7; Medium water use trees, shrubs and ground cover; spray				PR=	2.5
PF =	0.5				
HA =	2,525	(square feet)	0.057966	Acres	
IE =	0.6				
EWU =	64623.84	(gallons per year)	0.198323	acre-feet/year	86.3955 ccf/year
					1 r

Total Estimated Water Use for All Hydrozones (EWU) - Sum

EWU =	98,084	(gallons per year)	0.301008	Acre-Feet per Year
	131	(100 cubic feet per year)	0.00301	Acres
MAWA =	143,369	Gallons per Year		

Estimated Water Use for Hydrozones (EWU) - Calculation

EWU = (ET_o) (PF) (HA) (0.62) / (IE)

EWU = 98,084 Gallons per Year

Where:

LA = Total Landscape area (Square Feet)
 = Hydrozone Landscape Area (Square Feet)

51.6 = Reference Evapotranspiration (ET_o) (Ref: AB325, Section 495)

0.7 = ET_o Adjustment (Ref: CUWCC AB2717 Task Force Recommendation 13)

0.62 = Conversion factor from inches to gallons

748 = Gallons per hundred cubic foot (ccf)

325,851 = Gallons per acre-foot

0.2 = Plant Factor (KL) - Low
 = Plant Factor (KL) -

0.5 Medium
 = Plant Factor (KL) -

0.8 High, Turf

0.625 = Irrigation Efficiency - Rotors, Rotators, Spray

0.90 = Irrigation Efficiency - Bubblers, Surface Drip

0.90 = Irrigation Efficiency - Sub-surface Drip

ROSE GARDEN AND PAVILION OROVILLE, CA

MONTHLY IRRIGATION SCHEDULE

Irrigation Window = 8 Hours

Irrigation Schedule

Hydrozone 1; Low water use trees, shrubs and ground cover; drip.												
Precipitation Rate = 0.21 inches per hour												
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MIN / WEEK	17	29	42	70	87	110	122	105	80	53	24	14
DAYS / WEEK	2	2	2	3	3	4	5	4	3	3	2	2
MIN / WATER DAY	9	14	21	23	29	27	24	26	27	18	12	7
CYCLE / DAY	1	1	1	1	1	1	1	1	1	1	1	1
MIN / CYCLE	9	14	21	23	29	27	24	26	27	18	12	7
GAL / MONTH	541	898	1,307	2,189	2,749	3,447	3,831	3,290	2,515	1,668	745	451
C.F. / MONTH	72	120	175	293	368	461	512	440	336	223	100	60

Hydrozone 6; Medium water use trees, shrubs and ground cover; bubbler												
Precipitation Rate = 3.5 inches per hour												
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MIN / WEEK	3	4	6	10	13	16	18	16	12	8	4	2
DAYS / WEEK	3	4	5	5	6	6	6	6	6	5	4	3
MIN / WATER DAY	1	1	1	2	2	3	3	3	2	2	1	1
CYCLE / DAY	1	1	1	1	1	1	1	1	1	1	1	1
MIN / CYCLE	1	1	1	2	2	3	3	3	2	2	1	1
GAL / MONTH	225	374	544	910	1,144	1,433	1,593	1,368	1,046	694	310	187
C.F. / MONTH	30	50	73	122	153	192	213	183	140	93	41	25

Hydrozone 7; Medium water use trees, shrubs and ground cover; spray												
Precipitation Rate = 2.5 inches per hour												
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MIN / WEEK	5	9	13	7	26	33	37	32	24	16	7	4
DAYS / WEEK	2	2	2	3	3	4	5	4	3	3	2	2
MIN / WATER DAY	3	4	6	2	9	8	7	8	8	5	4	2
CYCLE / DAY	1	1	1	1	1	1	1	1	1	1	1	1
MIN / CYCLE	3	4	6	2	9	8	7	8	8	5	4	2
GAL / MONTH	1,576	0	0	0	0	0	0	0	0	0	0	0
C.F. / MONTH	211	0	0	0	0	0	0	0	0	0	0	0