Conejo
Recreation & Park District

NOTICE TO BIDDERS, BID, CONTRACT, GENERAL CONDITIONS, AND SPECIFICATIONS

For

CONEJO COMMUNITY PARK RENOVATION PROJECT

Date of Issuance:
November 23, 2026

Mandatory Pre-Bid Meeting:
December 9, 2026 at 9:00am at Project Location
[Meet outside the existing restroom building located at
400 W. Gainsborough Road in parking lot at the terminus of Jeaunine Drive]

Bid Opening Date:
December 23, 2026 at 10:00am

Bid Opening Location:
Conejo Recreation & Park District
Conference Room
403 W. Hillcrest Drive, Thousand Oaks, CA 91360

Project Location:
Conejo Community Park
1175 Hendrix Avenue, Thousand Oaks, CA 91360

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CONEJO RECREATION AND PARK DISTRICT

NOTICE INVITING BIDS

CONEJO COMMUNITY PARK RENOVATION PROJECT

The Conejo Recreation and Park District ("CRPD") will receive sealed bids for the Conejo Community Park Renovation Project at the office of Parks and Planning no later than **Wednesday, December 23, 2026, at 10:00am,** at which time or thereafter, bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for thirty (30) calendar days after the bid opening date. Bids must be submitted on CRPD's Bid Forms.

The work consists of furnishing all labor, materials, tools, equipment, and incidentals as required by the Plans, Specifications, and Contract Documents. Work generally includes demolition of existing restroom building and parking lot paving, and the installation of parking lot paving and public park facility accessory structures such as new pre-fabricated restroom building, trash enclosure, and landscape materials storage structure.

The Project location is Conejo Community Park at 1175 Hendrix Avenue, Thousand Oaks, CA.

Engineer's Estimate for the Project is $620,000.

Bid and Contract Documents may be downloaded free of charge at **http://www.crpd.org/bids.**

Bids must be accompanied by a Bid Bond on the form included in the Contract Documents, cash, or a certified or cashier's check in an amount not less than ten percent (10%) of the submitted Total Bid Price.

A mandatory Pre-Bid Conference and Site Walk will start at the project location on the following date and time: **Wednesday, December 9, 2026, at 9:00am.** Prospective bidders may visit the site without making arrangements through the project manager. Any contractor who fails to attend the Pre-Bid Conference will be ineligible to bid on the Project, and any submitted bid will be deemed non-responsive.

The successful bidder will be required to furnish CRPD with the requisite insurance and Payment and Performance Bonds on the forms included in the contract documents equal to 100% of the Contract Price.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by CRPD to ensure its performance under the Contract.

Pursuant to Section 1770, et seq. of the California Labor Code, the Contractor and all subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable Labor Code provisions, which include, but are not limited to the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into, without proof of the bidder's and subcontractors' current registration with the Department of Industrial Relations. Within five working days, the bidder shall submit a valid DIR number. Failure to do so will

deem the bid non-responsive. This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. If awarded a Contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project. It shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code and shall be licensed in the following classification(s) of contractor's license(s), throughout the duration of the Contract: Class A or B.

The successful bidder will be required to complete all work within ninety (90) calendar days, with project to be completed no later than Monday, May 24, 2027. In accordance with Government Code section 53069.85, CRPD will be compensated for damages incurred due to delays for which the Contractor is responsible. The parties agree that determining CRPD's exact delay damages is and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the time agreed upon for completion of all the work, the Contractor shall pay to CRPD $1,000 per day as liquidated damages and not as a penalty or forfeiture. Such amount shall constitute the only payment allowed for damages resulting from Contractor-caused delays. CRPD shall have the right to deduct the amount of liquidated damages from any money due, or that may become due under the Contract.

Award of Contract: CRPD shall award the Contract for the Work to the lowest responsive, responsible bidder as determined from the BASE BID ALONE by CRPD. CRPD reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Tabitha McAtee tmcatee@crpd.org.

CONEJO RECREATION AND PARK DISTRICT

Publish: Fridays, November 27th and December 4th

CONEJO RECREATION AND PARK DISTRICT

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to CRPD on the Bid Forms which are a part of the Bid Package for the Work. Contract Documents may be downloaded or obtained from CRPD at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Any charge for the Contract Documents is stated in the Notice Inviting Bids. If requested, CRPD shall also make the Contract Documents available for review in electronic form at one or more plan rooms at no charge, as required by Public Contract Code section 20103.7.

In order to receive addenda, all bidders must attend the mandatory Pre-Bid Conference stated in the Notice Inviting Bids.

2. EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall be solely responsible for examining the Site and the Contract Documents, including any addenda issued during the bidding period, and for informing themselves with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract Documents. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications, or other Contract Documents, or questions as to their meaning shall be immediately brought to the attention of CRPD by submission of a written request for an interpretation or correction to CRPD. Such submission, if any, must be sent to the Project Manager by emailing tmcatee@crpd.org. All questions must be received December 16, 2026, and not later than 5:00 p.m. on that day.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and delivered to each person or firm who has obtained a set of Contract Documents and has attended the mandatory Pre-Bid Conference. CRPD will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation or modification of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation or modification.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

4. INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Site (which may include more than one site as identified in the notice inviting bids), as well as those relating to the construction and labor of the Work, to fully understand the facilities, difficulties, and restrictions which may impact the cost or effort required to complete the Work. A Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require CRPD and its contractors to appropriately manage such waters. By submitting a Bid, each bidder acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom, and shall comply with all permits, orders, and all other requirements imposed by law.

5. ADDENDA

CRPD reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written addenda. All addenda issued by CRPD shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if CRPD issues an Addendum which includes material changes to the Work less than 72 hours prior to the deadline for submission of bids, CRPD will extend the deadline for submission of bids. CRPD may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Copies of addenda will only be furnished by e-mail to the e-mail addresses from the Pre-Bid Conference. Please Note: Bidders are responsible for ensuring that they have received any and all addenda. To this end, each bidder should contact the Project Manager, Tabitha McAtee to verify that he/she has received all addenda issued, if any, prior to the bid opening. Failure to acknowledge receipt of all addenda may result in bid rejection.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only unless otherwise specified in the Notice. The time required for completion of the alternate bid items has been factored into the Contract Time and no additional time will be allowed for performing any of the alternate bid items, unless specifically noted in the alternate bid item. CRPD may elect to include one or more of the alternate bid items, or to otherwise remove certain Work from the scope of work. Accordingly, each Bidder

must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents and are provided herein. The use of substitute bid forms other than clear and correct photocopies of those provided by CRPD will not be permitted. Bids shall be executed by an authorized signatory with the appropriate authority to bind the bidder as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, or supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED. Deviations in the bid form may result in the bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, or supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

9. DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the Bidders must designate the name and location of each subcontractor who will perform work or render services to the Bidder in an amount that exceeds one-half of one percent (1/2%) of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform on the form provided herein by CRPD. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

10. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. CRPD has determined that bidders must have a Class A or B license to be eligible for award of this Contract. Pursuant to Section 7028.5 of the Business and Professions Code, any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents shall be nonresponsive, and CRPD shall reject the Bid. CRPD shall have the right to request, and Bidders shall provide

within five (5) calendar days, evidence satisfactory to CRPD of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

The awarded contractor must use employees that have received basic asbestos worker training and actively create a safe working environment for said employees during the demolition of existing restroom building.

11. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

12. BID SECURITY

Each bid shall be accompanied by: (a) a bid bond, in the form attached, payable to CRPD executed by the bidder as principal and surety as obligor; (b) a certified check made payable to CRPD; (c) a cashier's check made payable to CRPD; or (d) cash, in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be admitted to transact surety business in the State of California, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the required payment and performance bonds and insurance certificates and endorsements as within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the full penal sum of bidder's bid deposit or bond to CRPD and CRPD may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids.

13. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Security and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to CRPD at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile or any other electronic means will be considered unless specifically authorized by CRPD as stated in the Notice. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of _____ (Bidder's Name)
for the (Project Name)

Only where expressly permitted in the Notice Inviting Bids may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. CRPD reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with CRPD's designated methods for delivery.

14. DELIVERY AND OPENING OF BIDS

Bids will be received by CRPD at the address shown in the Notice Inviting Bids up to the date and time shown therein. CRPD will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. CRPD may in its sole discretion, elect to postpone the opening of the submitted Bids. CRPD reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

15. WITHDRAWAL OF BID

Prior to the original time set for bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative. Any request to withdraw a bid after bid opening must be made in accordance with Public Contract Code section 5100 et seq. and must be submitted in writing within five (5) working days, excluding Saturdays, Sundays, and State holidays, specifying in detail how the mistake was made.

16. BASIS OF AWARD; BALANCED BIDS

CRPD shall award the Contract to the lowest, responsible Bidder that submits a responsive Bid. CRPD may reject any Bid which, in its opinion, when compared to other bids received or to CRPD's internal estimates, does not accurately reflect the cost to perform the Work. CRPD may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit, to one or more particular bid items.

17. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit, or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders submitting a bid to CRPD, nor shall such entity be disqualified if it is listed as a subcontractor on more than one bid submitted. No person, firm, corporation, or other entity may submit a proposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid for the Work.

18. INSURANCE REQUIREMENTS

The successful bidder shall procure and maintain insurance in the form and in the amount specified in the Contract Documents.

19. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, CRPD Board or designee may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment (Labor and Materials) Bond; (3) the required insurance certificates and endorsements; and (4) an initial Critical Path Method schedule in accordance with Article 6 of the General Conditions. Once CRPD notifies the Bidder of the award, the Bidder will have ten (10) calendar days from the date of the award to execute the Contract and supply CRPD with an executed contract and all of the required bonds, evidence of insurance, and other materials.

20. BID PROTEST PROCEDURE

Submitted bids will be timely made available for review upon written request of any Bidder. Any interested party may file a protest of a Bid in accordance with the following procedure:

A. All protests must be filed in writing with the CRPD Project Manager within two (2) business days of the date of the Bid Opening.

B. All protests shall be in writing, state the grounds for the protest, state the facts relevant to the protest, and all evidentiary support to rebut adverse evidence that it or another bidder was either non-responsive or not responsible.

C. CRPD General Manager or designee shall review the protest and issue a written recommendation on the protest to the CRPD Board. CRPD General Manager or designee may base the recommendation on the written protest alone or may informally gather evidence. The CRPD Board will issue a decision regarding the CRPD General Manager's recommendation at the next available CRPD Board meeting.

The procedure and time limits set forth in this paragraph are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

21. WORKERS COMPENSATION

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

22. RETENTION AND SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon pick one: the percentage of the work completed. Unless otherwise specified in the Notice Inviting Bids, CRPD will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the Contractor may substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

23. PREVAILING WAGES

CRPD has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at CRPD Main Office or may be obtained online at http://www.dir.ca.gov/dlsr. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the Bidder's and its subcontractors' current registration with the Department of Industrial Relations. Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification, attesting to the facts contained therein. Failure to submit this Certification with the Bid may render the Bid non-

responsive. Each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

In accordance with Labor Code section 1773.3, CRPD will provide notice of the award to the Department of Industrial Relations on the Form PWC-100. The Bidder who is awarded the Contract shall submit to CRPD any information requested by CRPD to complete the form, including but not limited to identification of the worker classifications for the Bidder and all listed subcontractors, within 24 hours of the request. Failure or refusal to provide the requested information prior to execution of the Contract may result in forfeiture of the Bidder's Bid deposit or bond to CRPD, and CRPD may award the Contract to the next lowest responsive and responsible Bidder, or may call for new Bids.

Labor Code section 1777.5 requires the use of qualified apprentices by all trades, regardless of the dollar amount of their portion of the work, on public works contracts over $30,000. Apprentices shall be used at no less than the ratio required by law, and shall be paid at the prevailing wage for apprentices in the trade for which they are registered. It is the Contractor/Consultant's sole responsibility to ensure that they and their subcontractors comply with the specific requirements of section 1777.5.

24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor shall be returned to CRPD. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor used on the Work.

25. IRAN CONTRACTING ACT CERTIFICATION

Each bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code section 2200 *et seq.* included in the Bid Documents.

26. PERFORMANCE BOND AND PAYMENT (LABOR AND MATERIALS) BOND REQUIREMENTS

Within the time specified in the Contract Documents, the successful bidder shall deliver to CRPD two identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond to CRPD (sample forms included in the Contract Documents). Failure to do so may, in the sole discretion of CRPD, result in the forfeiture of the Bid Security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized

to do business in the State of California and satisfactory to CRPD. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Bid Price.

27. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request procedures set forth in the Contract Documents. For requests for substitutions prior to the Bid Opening Date, the bidder shall submit a written request for an interpretation or correction to CRPD. Such submission, if any, must be sent to the Project Manager by emailing tmcatee@crpd.org. All questions must be received December 16, 2026, and not later than 5:00 p.m. on that day.

28. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES, AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes. Bidders shall include all applicable taxes and fees in their bid. Bidder shall procure a business tax certificate from City of Thousand Oaks and pay all applicable local business taxes as set forth in the Thousand Oaks Municipal Code.

All permits, licenses, and fees required by the agencies with authority in the jurisdiction in which the work will be located shall be paid for by CRPD, unless otherwise expressly provided by the Contract Documents. Contractor shall be responsible for arranging the payment of such permits, licenses, and fees, but shall be paid by CRPD. Contractor may either request reimbursement from CRPD for such fees or shall be responsible for arranging and coordinating with CRPD for the payment of such fees.

29. EXECUTION OF CONTRACT

As required herein, the successful bidder shall execute the Contract included with the bid documents in the amount determined in accordance with the Contract Documents. CRPD may require appropriate evidence that the persons executing the Contract are duly authorized to do so on the Contractor's behalf.

END OF INSTRUCTIONS TO BIDDERS

BIDDERS CHECKLIST

This checklist has been prepared and furnished to assist Bidders in including all items necessary for a complete Bid. Omission of items from the list does not relieve the Bidders of the obligation to comply with all requirements of the bid documents. Bidders' submittals should include, but are not necessarily limited to, the following:

	Item	Checked
1.	Bidders Checklist Sheet (this sheet)	_____
2.	Bid	_____
3.	Contractor's Certificate regarding Workers' Compensation	_____
4.	Bid Bond or other security	_____
5.	List of Subcontractors Information	_____
6.	Information Required of Bidders	_____
7.	Non-Collusion Declaration	_____
8.	Iran Contracting Act Certification	_____
9.	Public Works Contractor Registration Certification	_____

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

FORM OF BID

TO: CONEJO RECREATION AND PARK DISTRICT
403 HILLCREST DRIVE
THOUSAND OAKS, CALIFORNIA 91360

FOR: CONEJO COMMUNITY PARK RENOVATION PROJECT

Pursuant to, and in compliance with, your Plans and Specifications relating hereto, the undersigned contractor hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the complete construction, including all trades as required by, and in strict accordance with, the applicable provisions of Plans and Specifications entitled:

CONEJO COMMUNITY PARK RENOVATION PROJECT

and of all addenda issued by the District, for the sum of:

BASE BID – (A) DEMOLITION OF EXISTING AND INSTALL NEW PARKING LOT	
	Words
	Figures
BASE BID – (B) DEMOLITION OF EXISTING AND INSTALL NEW PRE-FABRICATED RESTROOM BUILDING	
	Words
	Figures
BASE BID – (C) INSTALL NEW TRASH ENCLOSURE AND LANDSCAPE MATERIALS STORAGE STRUCTURE	
	Words
	Figures

In case of discrepancy between the written price and the numerical price, the written price shall prevail.
The undersigned contractor agrees to complete the work in ninety (90) calendar days, which shall be the contract time, commencing ten (10) calendar days after Notice to Proceed is issued to the undersigned contractor.

The undersigned contractor has checked all words and figures inserted in the bid submittal and understands that the District will make no allowance for any error or omission on the part of the undersigned.

The undersigned contractor recognizes the relations of trust and confidence that will be established between himself and the District by a contract, if awarded to him, and agrees in such event that the Drawings and other Contract Documents shall be deemed to be “instruments of service” and that he will use the documents for the sole purpose of

completion of the contract in the best and soundest manner and in the most expeditious and economical way consistent with the interest of the Owner.

The District reserves the right to reject any or all bids, to accept other than the lowest bid, and to waive any irregularity in the bids received. **The award of contract, if made, will be to the lowest responsible Bidder based on the total base bid only, as determined solely by the District.**

The District reserves the right, and is hereby granted the right, to accept or reject this proposal at any time within **thirty (30)** days following the date of the last day for receiving bids.

Bidder's Firm Name:* _____
Authorized Signature: _____
Title: _____
Mailing Address: _____
_____
Telephone: _____

State Contractor's License Number and Classification Designation:

Bidder's License Number: _____ Expiration Date: _____

"I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct."

Executed this _____ day of _____ , at _____ California.

*Insert Bidder's name. If a corporation, give the State of incorporation using the phrase, "A corporation organized under the laws of _____.

The undersigned Bidder hereby declares that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Work:

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that, _____ hereinafter called the PRINCIPAL, and _____,a _____ corporation duly organized under the laws of the State of _____, having its principal place of business at _____in the State of _____ and authorized to do business in the State of California, hereinafter call the SURETY, are held and firmly bound unto CRPD of Thousand Oaks, hereinafter called the OBLIGEE, on order, in the sum of _____Dollars ($_____) (being at least ten percent (10%) of the total amount of PRINCIPAL'S bid price) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the PRINCIPAL has submitted its Bid for the project entitled _____ to the OBLIGEE, the Bid, by reference thereto; being hereby made a part hereof.

NOW, THEREFORE, if the Bid is rejected or, in the alternate, if the Bid is accepted and the PRINCIPAL signs and delivers a Contract and furnishes evidence of insurance and a Performance Bond and Payment Bond, all in the form and within the time required by the Contract Documents, then this obligation shall become null and void, otherwise the same shall remain in full force and effect and upon default of the PRINCIPAL shall be forfeited to the OBLIGEE, it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL shall be the entire amount of this obligation as herein stated, as liquidated damages.

The SURETY, for value received, hereby agrees that the obligations of SURETY and its bond shall not be impaired or affected by any extension of the time within which the OBLIGEE may accept the Bid, and the SURETY hereby waives notice of any such extension.

In the event suit is brought upon this bond by the OBLIGEE and judgment is recovered, the SURETY shall pay, in addition to the sum set forth above, all costs incurred by the OBLIGEE in such suit, including reasonable attorney's fees and expert witness fees, to be fixed by the court, in addition to the penal sum of the Bond.

Signed this _____ day of _____, 20___

_____
PRINCIPAL

BY _____

_____
SURETY

BY _____

Note: Signature of person executing for SURETY must be notarized and evidence of corporate authority attached.

THE FOLLOWING INFORMATION IS REQUIRED

Any claims under this bond may be addressed to:

(Name and Address of Surety)

_____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above)

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California)

_____

_____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____before me,
(insert name and title of the officer)

personally appeared _____ ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

End of Section

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, Sections 4100 et seq., each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Work to be Performed	Subcontractor	Address of Business	% of the Work	License Number(s)	DIR Registration Number

Name of Bidder _____

Signature _____

Name & Title _____

Dated _____

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

Failure to complete all information may render your bid non-responsive.
[***Indicate not applicable ("N/A") where appropriate.***]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type of Entity: _____

3.0 Bidder Address: _____

_____

_____

_____
Facsimile Number Telephone Number E-Mail

4.0 How many years has Bidder's organization been in business as a Contractor? _____

5.0 How many years has Bidder's organization been in business under its present name? _____

5.1 Under what other or former names has Bidder's organization operated? _____

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President's Name: _____

6.4 Vice-President's Name(s): _____

_____

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization:_____

7.2 Name and address of all partners (state whether general or limited partnership):

_____

_____

_____

8.0 If other than a corporation or partnership, describe organization and name principals:

_____

_____

9.0 List other states in which Bidder's organization is legally qualified to do business.

_____

_____

_____

10.0 What type of work does the Bidder normally perform with its own forces?

_____

_____

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

_____

_____

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

_____

_____

13.0 Has Bidder ever filed a Government Code claim against a public agency? If so, explain the circumstances of the claim:

_____

_____

14.0 Has Bidder ever instituted litigation (including arbitration) against a public agency? If so, identify the public agencies involved, the case numbers, and the circumstances of the litigation:

_____

_____

15.0 Has a public agency ever instituted litigation (including arbitration) against Bidder? If so, identify the public agencies involved, the case numbers, and the circumstances of the litigation:

_____

_____

16.0 Have liquidated damages ever been assessed against the Bidder? If so, identify the agencies that assess liquidated damages against the Bidder:

_____

_____

17.0 Has a public agency ever filed a claim against the Bidder's performance bond? If so, identify the agencies that filed a claim:

_____

_____

18.0 Has the Bidder ever had a claim filed against the Bidder's payment bond? If so, identify the project on which a claim was filed:

_____

_____

19.0 Has the Bidder ever had a claim filed against the Bidder's bid bond or otherwise had to surrender its bid security? If so, identify the project:

_____

_____

20.0 Bidder's Bank and Branch Address:

_____

_____

_____

_____

21.0 Name of Bonding Company and Name and Address of Agent:

_____

_____

_____

22.0 Additional Bidder's Statements:
If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

_____

_____

_____

B. LIST OF CURRENT AND COMPLETED PROJECTS

Please include only those projects which are similar enough to the Work in scope and complexity to demonstrate Bidder's ability to perform the required Work.

Installation of five (5) minimum, including but are not limited to: parking lot paving and installation of public park facility accessory structures such as restrooms, trash enclosures, and storage buildings.

PROJECT 1

Name of Agency:	_____
Business Address:	_____
Project Name:	_____
Agency Contact Name, Email & Phone #	_____
Description of Work:	_____
Date Completed &:	_____
Dollar Value of Work:	_____

PROJECT 2

Name of Agency:	_____
Business Address:	_____
Project Name:	_____
Agency Contact Name, Email & Phone #	_____
Description of Work:	_____
Date Completed &:	_____
Dollar Value of Work:	_____

PROJECT 3

Name of Agency: _____

Business Address: _____

Project Name: _____

Agency Contact Name,
Email & Phone # _____

Description of Work: _____

Date Completed &: _____

Dollar Value of Work: _____

PROJECT 4

Name of Agency: _____

Business Address: _____

Project Name: _____

Agency Contact Name,
Email & Phone # _____

Description of Work: _____

Date Completed &: _____

Dollar Value of Work: _____

PROJECT 5

Name of Agency: _____

Business Address: _____

Project Name: _____

Agency Contact Name,
Email & Phone # _____

Description of Work: _____

Date Completed &: _____

Dollar Value of Work: _____

C. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____ [CRPD], _____ [state].

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

_____
(Date)

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☐ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Agency has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed_____

Title_____

Firm_____

Date_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder _____

Signature _____

Name & Title _____

Dated _____

SAMPLE CONTRACT FOR CONSTRUCTION

THIS CONTRACT is made this _____ day of _____, 20__, in the County of Ventura, State of California, by and between Conejo Recreation and Park District, hereinafter called CRPD, and _____, hereinafter called Contractor. CRPD and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Work:

CONEJO COMMUNITY PARK RENOVATION PROJECT

The Contractor and its surety shall be liable to CRPD for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. CONTRACT TIME. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in CRPD's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within sixty (60) calendar days from the commencement date stated in the Notice to Proceed, hereafter the Contract Time. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. CRPD shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars ($_____), hereinafter, the Contract Price. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, CRPD shall be compensated for damages incurred due to delays for which the Contractor is responsible. The parties agree that determining CRPD's exact delay damages is and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the time agreed upon for completion of the work (but not including the work as described in the next paragraph), the Contractor shall pay to CRPD **$500** per day as Liquidated Damages and not as a penalty or forfeiture. Such amount shall constitute the only payment allowed for damages resulting from Contractor caused delays. In the event this is not paid, the Contractor agrees CRPD may deduct that amount from any money due or that may become due the Contractor under the Contract.

This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include only the following documents, each of which is incorporated into this Agreement by reference:

1. Change Orders and Work Change Directives
2. Addenda
3. Special Provisions (or Special Conditions)
4. Technical Specifications
5. Plans (Contract Drawings)
6. Contract for Construction
7. General Conditions
8. Instructions to Bidders
9. Notice Inviting Bids
10. Bid Security or Bid Bond
11. Performance and Payment Bonds
12. Greenbook Standard Specifications (Most Recent Edition; Sections 1-9 Excluded)
13. Standard Plans
14. Reference Documents
15. Contractor's Bid Forms
16. Proof of Automobile Coverage

The Contactor shall complete the Work in strict accordance with all of the Contract Documents. In case of conflicts between the Contract Documents, the order of precedence shall be as set forth in the General Conditions.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties, whether written or oral. The Contract can be modified only by a written Change Order executed in accordance with the Contract Documents.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INSURANCE AND INDEMNIFICATION. Contractor herein certifies that he is licensed by the State of California in accordance with regulations of the Contractor's State License Board. Contract shall indemnify and hold harmless CRPD against all claims for damages growing out of the execution of said work as set forth in General Conditions. Contractor shall obtain a policy of comprehensive bodily injury and property damage liability insurance whose provisions conform to the article and worker's compensation insurance as required by law. Contractor shall maintain such policies in full force and effect at all times until acceptance of work by CRPD. Concurrently with execution of this Contract, Contractor shall furnish to CRPD a Certificate of Insurance

from insurer with endorsement form evidencing compliance with the following requirements:

a. Policy shall name as additional insured with Contractor, Conejo Recreation and Park District, its directors, officers, agents, and employees.

b. Policy shall insure above-mentioned while acting within the scope of their duties, against all claims, suits, or other actions of any nature brought for or on account of any injury, damage, or loss, including any death arising out of or connected with the work under this Contract.

c. Minimum limits of coverage of the policy shall be:

   i. Bodily Injury: $2,000,000 each person; $4,000,000 each occurrence.

   ii. Property Damage: $1,000,000 each occurrence.

d. Terms of Policy:

   i. Insurer shall not cancel or modify policy without ten (10) days prior written notice to CRPD.

   ii. CRPD shall not be responsible for any premiums or assessments on policy.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay not less than the prevailing rate of wages in accordance with the Labor Code, which rates have been determined by the Director of the California Department of Industrial relations and shall be made available at CRPD Hall or may be obtained online at http//www.dir.ca.gov/dlsr. The wage rates must be posted at the job site.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CONEJO RECREATION AND PARK DISTRICT

Date: _____ By: _____

James Friedl, General Manager

(CONTRACTOR)

Date: _____ By: _____

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (hereinafter referred to as "CRPD") has awarded to _____, (hereinafter referred to as the "Contractor") _____ a contract for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of the Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CRPD in the sum of _____ DOLLARS, ($_____), the sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless CRPD, its officers and agents, as stipulated in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The obligations of Surety hereunder and those created by this performance bond shall continue so long as any obligation of Contractor remains. Nothing herein shall limit CRPD's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by CRPD to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at CRPD's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and CRPD, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by CRPD under the Contract and any modification thereto, less any amount previously paid by CRPD to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit CRPD to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by CRPD under the Contract and any modification thereto, less any amount previously paid by CRPD to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that CRPD may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if CRPD, when declaring the Contractor in default, notifies Surety of CRPD's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

As a part of the obligation secured hereby and in addition to the amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CRPD in successfully enforcing such obligations created by this performance bond, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

_____
CONTRACTOR/PRINCIPAL

_____
Name

By_____

SURETY:

By:_____
Attorney-In-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THE FOLLOWING INFORMATION IS REQUIRED

Any claims under this bond may be addressed to:

(Name and Address of Surety)

_____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above)

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California)

_____

_____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me,
(insert name and title of the officer)

personally appeared _____ ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SAMPLE PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, CRPD of _____ (hereinafter designated as the "CRPD"), by action taken or a resolution passed _____ , 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____
_____ (the "Work"); and

WHEREAS, Principal is required to furnish a bond in connection with the contract described above; providing that if Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto CRPD in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, Surety or Sureties shall pay all litigation expenses incurred by CRPD in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or CRPD and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any change, extension of time, addition, alteration or modification herein mentioned and waives the provisions of Section 2819 and 2845 of the California Civil Code.

As a part of the obligation secured hereby and in addition to the amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CRPD in successfully enforcing such obligations created by this payment bond, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal of Principal,
if corporation)

_____
Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

_____
Surety

By _____
Attorney in Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

SAMPLE PAYMENT (LABOR AND MATERIALS) BOND

THE FOLLOWING INFORMATION IS

Any claims under this bond may be addressed to:

(Name and Address of Surety)

_____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above)

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California)

_____

_____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

GENERAL CONDITIONS

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ARTICLE 1. DEFINITIONS

a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer, Architect and/or CRPD.

b. Act of God is a natural catastrophe or event such as an earthquake, a tidal wave, a volcanic eruption, violent winds, floods, or a tornado, that could not have been prevented by the exercise of foresight or caution.

c. Applicable Laws means laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.

d. Contract Documents includes only those items listed in Article 5 of the Contract for Construction.

e. CRPD shall mean Conejo Recreation and Park District, acting through properly authorized agents, such as the Engineer, Architect or such other agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "CRPD's Representative" or "Representative" in the Contract Documents. The terms CRPD and Owner may be used interchangeably.

f. Contractor shall mean the entity identified in the Contract for Construction with which CRPD has contracted for performance of the Work.

g. Day shall mean calendar day unless otherwise specifically designated.

h. Engineer, Architect shall mean CRPD Engineer, Architect of CRPD, or other person designated by CRPD, acting either directly or through authorized agents.

i. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract, whether or not it will be incorporated into the Work. All material shall be new unless specified otherwise.

j. Perform shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete the Work, including furnishing necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.

k. Project means the planning, design, development, financing, construction, and completion of the public work of improvement, which includes, but is not necessarily limited to, the Work. The Project may include construction that will be performed by others directly or through separate contracts

l. Provide shall mean to complete in place, that is furnish, install, test and make ready for use.

m. Recyclable Waste Materials shall mean materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials may include asphalt, concrete, brick, concrete block, and rock.

n. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. The Work shall be done in accordance with the Standard Specifications for Public Works Construction ("Greenbook"), most recent Edition, including all current supplements, addenda, and revisions thereof but excluding sections 1-9 of the Greenbook. In the case of conflict between the Greenbook and the Contract Documents, the Contract Documents shall prevail.

o. Work means the construction or related work that is to be performed under the Contract, including furnishing all labor, materials, equipment, and services. The Work may be all or a portion of the Project.

ARTICLE 2. CONTRACT DOCUMENTS

a. **Contract Documents**. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

b. **Interpretations**. The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any of the Contract Documents are in conflict, the Contractor shall promptly notify CRPD in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Change Orders or Work Change Directives, the most recent first
2. Addenda, the most recent first
3. Special Provisions (or Special Conditions)
4. Plans (Contract Drawings) prepared by CVA Design Consultants, Inc. dated June 26, 2026
5. Contract for Construction
6. General Conditions
7. Instructions to Bidders
8. Notice Inviting Bids
9. Greenbook Standard Specifications (Sections 1-9 Excluded)
10. Standard Plans
11. Reference Documents
12. Contractor's Bid Forms

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings

3. Addenda or Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over Standard Drawings
5. Contract Drawings govern over Shop Drawings

c. **Conflicts in Contract Documents**. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.

d. **Organization of Contract Documents**. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not prohibit the Contractor in dividing Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. CONTRACT DOCUMENTS MAINTENANCE

Contractor shall maintain a complete, clean, undamaged set of Contract Documents at the Site.

ARTICLE 4. DETAIL DRAWINGS AND INSTRUCTIONS

a. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all Contract Documents, the Site and other information given to Contractor as to materials and methods of construction and other Work requirements. Contractor shall immediately notify CRPD of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained in the Contract Documents, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

b. **Request for Information; Additional Instructions.** Contractor may make a written request for information from CRPD to address any error, inconsistency, ambiguity, conflict or lack of detail or explanation in the Contract Documents. CRPD will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work. CRPD shall respond to Requests for Information within a reasonable time. For purposes of this section ten (10) calendar days shall constitute a reasonable time.

c. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with the Work without obtaining CRPD's written approval as required for the proper performance of Work.

d. **Contractor's Variation from Contract Document Requirements.** If Contractor varies from the requirements of the Contract Documents including the requirement to comply with all Applicable Laws, CRPD may at any time, before or after

completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's sole expense.

ARTICLE 5. EXISTENCE OF UTILITIES AT THE SITE

a. Existing Utilities

1. The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project.

2. The Owner will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by the Owner in the Contract Documents or which can reasonably be inferred from the presence of other visible facilities.

b. Utility Location

1. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.

2. The locating of utilities shall be in conformance with Government Code Section 4216 except for the Owner's utilities located on the Owner's property and not on public right-of-way.

3. A "High Priority Subsurface Installation" is defined in Government Code Section 4216 (e) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."

4. A "Subsurface Installation" is defined in Government Code Section 4216 (l) as "any underground pipeline, conduit, duct, wire, or other structure, except non-pressurized sewer lines, non-pressurized storm drains, or other non-pressurized drain lines."

5. Pursuant to Government Code Section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days but not

more than 14 calendar days before performing any excavation. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor shall furnish to the Construction Manager written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.

6. After the utility survey is completed, the Contractor shall commence “potholing” or hand digging to determine the actual location of the pipe, duct, or conduit. The Construction Manager shall be given notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.

7. The Contractor's attention is directed to the requirements of Government Code Section 4216.2 (a)(2) which provides: “When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time.” The Contractor shall notify the Construction Manager in advance of this meeting.

c. **Utility Relocation and Repair**

1. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the Contractor shall notify the Construction Manager in writing. The Construction Manager will supply a method for correcting said interferences in accordance with the responsibilities of this section and Government Code Section 4215. To the extent any delay is caused thereby, Contractor shall submit a notice of delay within three (3) days of discovery of the circumstances giving rise to the delay in accordance with Article 43 Changes and Extra Work.

2. Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, the Contractor shall call 911 emergency services.

3. The Owner will compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable

care, and for removing or relocating such main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment for such costs will be made as provided in Article 43, Changes and Extra Work. The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay is caused by the failure of the Owner or utility company to provide for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with Article 38, Time For Completion and Liquidated Damages, and Article 43, Changes and Extra Work.

4. The public utility, where it is the owner of the affected utility, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to the Owner and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

5. When the Contract Documents indicate that a utility is to be relocated, altered or constructed by others, the Owner will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Agreement.

6. Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

ARTICLE 6. SCHEDULE

a. **Initial Schedule.** Within ten (10) days after the Notice of Award, Contractor shall prepare a Work schedule using computerized Critical Path Method (CPM) scheduling and shall submit it for CRPD's review. The receipt or review of any schedules by CRPD shall not in any way relieve the Contractor of its obligations under the Contract Documents, nor shall it modify the Contract Time. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for the required quality and timely completion of the Work. Contractor's failure to incorporate all elements of Work or any inaccuracy in the schedule shall not excuse the Contractor from performing all of the required Work within the Contract Time. If the initial schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by CRPD.

b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Work within the Contract Time. Schedules indicating early or late completion shall not modify or have any effect on the Contract Time, regardless of whether the schedules are reviewed and/or accepted by CRPD. For purposes of determining Liquidated Damages, the Contract Time shall control and may only be altered by a duly authorized change order.

c. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to CRPD whenever requested to do so by CRPD. CRPD may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule. Upon CRPD's request, Contractor shall submit any schedules or updates to CRPD in the native electronic format of the software used to create the schedule.

d. **Schedule of Operations.** Contractor's work operations to be coordinated with CRPD staff and activities at the project site.

ARTICLE 7. SUBSTITUTIONS

a. Pursuant to Public Contract Code Section 3400(b) CRPD may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.

b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which is substantially equal or better in every respect to what is specified in the Contract Documents.

c. Contractor shall submit written requests for substitution or any "equal" material, process or article, together with substantiating data, no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of the Contract Time. If a proposed "equal" substitution is rejected, Contractor shall be responsible for providing the specified material, process or article without adjustment to the Contract Price or Contract Time. CRPD has the complete and sole discretion to determine if a material, process or article is an "equal" material, process or article that may be substituted.

d. Information required to substantiate requests for substitutions of an "equal" material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the proposed "equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant material, including but not limited to, catalog information which describes the requested substitute "equal" material, process or article, and substantiates that it is an "equal" to the specified material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the proposed substituted "equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to CRPD in a timely fashion will result in the rejection of the proposed substitution.

e. The Contractor shall bear all of CRPD's costs associated with the review of substitution requests, including review by design professionals.

f. The Contractor shall be responsible for paying all costs related to a substituted "equal" material, process or article.

g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

ARTICLE 8. SHOP DRAWINGS

a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Work, two (2) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to CRPD. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

b. Contractor shall promptly address any CRPD comments and resubmit. CRPD's review of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called CRPD's attention to such deviations at time of submission and has secured CRPD's written approval. CRPD's review of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 9. SUBMITTALS

a. Contractor shall furnish to CRPD for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

b. Contractor will provide samples and submittals, together with catalogs and supporting data required by CRPD, to CRPD within a reasonable time period to provide for adequate review and avoid delays in the Work.

c. The requirements in Articles 8 and 9 shall not justify any extension of the Contract Time. CRPD will review such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 10. MATERIALS

a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities whatsoever necessary to execute and complete this Contract within the Contract Time.

b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work until CRPD has accepted the Work.

d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion to deliver the Work to CRPD free from any claims, liens, or encumbrances.

e. Materials stored on the Site shall be stored in such manner so as not to interfere with any operations of CRPD or any independent contractor.

ARTICLE 11. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Site, a competent and experienced full-time superintendent acceptable to CRPD. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Work.

ARTICLE 12. WORKERS

a. Contractor shall at all times enforce strict discipline and good order among its employees and subcontractors. Contractor shall not employ or allow subcontractors

to employ on the Work any unfit person or any one not skilled in the Work assigned to him or her.

b. Any person in the employ of the Contractor or a subcontractor whom CRPD may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on the Work except with the written approval of CRPD.

ARTICLE 13. SUBCONTRACTORS

a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to CRPD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and CRPD.

b. Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100 et seq., before replacing a subcontractor listed in the bid or performing work with its own forces for which a subcontractor was listed.

ARTICLE 14. PERMITS, LICENSES AND FEES

All permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located shall be paid for by CRPD, unless otherwise expressly provided by the Contract Documents. Contractor shall be responsible for arranging the payment of such permits, licenses and fees, but shall be paid by CRPD. Contractor may either request reimbursement from CRPD for such fees, or shall be responsible for arranging and coordination with CRPD for the payment of such fees.

Permits and licenses necessary for prosecution of the Work shall be secured and paid for by CRPD, unless otherwise specified in the Contract Documents.

Before acceptance of the Work, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to CRPD.

ARTICLE 15. UTILITY USAGE

a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems.

b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Work, including but not limited to startup and testing required in the Contract Documents.

c. All permanent meters installed shall be listed in the Contractor's name until the Work is accepted.

d. If Work is to be performed in existing CRPD facilities, Contractor may, with prior written approval of CRPD, use CRPD's existing utilities. If Contractor uses CRPD utilities, it shall compensate CRPD for utilities used.

ARTICLE 16. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by CRPD. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by CRPD. Contractor may either request reimbursement from CRPD for such fees, or shall be responsible for arranging and coordination with CRPD for the payment of such fees.

ARTICLE 17. TRENCHES

a. **Trenches Five Feet or More in Depth**.

1. The Contractor shall submit to CRPD, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards forth in the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations, and all costs therefor shall be included in the Contract Price. Nothing in this section shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose a tort liability on the Owner, any of its officers, officials, partners, employees, agents, consultants or volunteers. The Owner's review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders.

2. Prior to commencing any excavation, the Contractor shall designate in writing to the Owner the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

b. **Excavations Deeper than Four Feet**. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface,

Contractor shall promptly within 3 days, and before the following conditions are disturbed, notify CRPD, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated on the Contract Documents.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

CRPD shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between CRPD and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 18. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable CRPD's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor shall complete and execute any certification forms required by CRPD or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 19. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substance and hazardous materials as defined in California state or federal law at the Site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to CRPD in writing. CRPD shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The Work in the

affected area shall not thereafter be resumed except by written agreement of CRPD and Contractor.

ARTICLE 20. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers or as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in the Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

ARTICLE 21. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

Without limiting the foregoing, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the Project and/or California Air Resources Board (CARB). Contractor shall specifically be aware of the application of these limits and requirements to "portable equipment", which definition includes any item of equipment with a fuel-powered engine. Contractor shall indemnify CRPD against any fines or penalties imposed by the air quality management district, CARB, or any other governmental or regulatory agency for its violations of Applicable Laws as well as those of its subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in the Contract Documents.

ARTICLE 22. WATER QUALITY MANAGEMENT AND COMPLIANCE

a. Storm, surface, ground, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

b. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work.

c. Contractor shall comply with all conditions of the State Water Resources Control Board (“State Water Board”) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water

Runoff Associated with Construction Activity ("Construction General Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall comply with the lawful requirements of City of Thousand Oaks, and any other applicable municipality, drainage district, or other local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

d. If applicable, CRPD (or a consultant hired by CRPD) has prepared a Storm Water Pollution Prevention Plan ("SWPPP") for the Project Site and obtained coverage under the Construction General Permit. A copy of the SWPPP is available at CRPD's office for public review. Contractor shall at all times comply with all applicable requirements of the SWPPP and the Construction General Permit, including ensuring that all Construction General Permit-related tasks are completed by individuals with the requisite certifications. The Contractor shall draft and coordinate submission of any necessary amendments to the SWPPP as the project moves through the construction process and shall provide draft amendments to the SWPPP for review and approval by CRPD prior to submission, which approval shall not be unreasonably withheld. Contractor shall promptly provide all reports and other documentation required by CRPD to ensure compliance with the SWPPP and the Construction General Permit, to prepare amendments to the SWPPP or to comply with any requirements of state or federal law or regulation. Contractor shall cooperate with CRPD in providing or preparing any documents that may be submitted to the State Board. Contractor shall incorporate all costs associated with compliance with the SWPPP throughout the course of construction into its bid.

e. In addition to any other available remedies, if Contractor fails to proceed in a manner that complies with the requirements of the Construction General Permit, CRPD expressly reserves the right to hire additional contractors to maintain compliance at the Work site. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be CRPD's sole determination. Contractor shall be responsible for any costs incurred by CRPD in implementing a SWPPP for the Work site.

f. Notwithstanding the above, for those Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the Contractor shall be responsible for preparing and implementing an Erosion and Sediment Control Plan in accordance with City of Thousand Oaks' Municipal Code and State Water Resources Control Board.

g. Failure to comply with the Construction General Permit, laws, regulations, and ordinances listed in this Article is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless CRPD, its officials, officers, agents, employees and

authorized volunteers from and against any and all claims, demands, fees, costs, expenses, or losses or liabilities of any kind or nature which CRPD, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit, laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of CRPD, its officials, officers, agents, employees or authorized volunteers.

h. CRPD reserves the right to defend any enforcement action or civil action brought against CRPD for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse CRPD for the costs associated with, any settlement reached between CRPD and any relevant enforcement entity.

ARTICLE 23. CLEANING UP

a. Contractor at all times shall keep Site free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the Site. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvements including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment; Contractor shall remove temporary Stormwater BMP's, fencing, barricades, planking, construction toilets and similar temporary facilities from Site. Contractor shall clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor's operations or equipment.

b. Contractor shall fully clean up the site at the completion of the Work or such other time as CRPD may reasonably request. If the Contractor fails to clean up to CRPD's satisfaction within one business Day, CRPD may do so and the cost of such clean up shall be charged back to the Contractor.

ARTICLE 24. LAYOUT AND FIELD ENGINEER

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer or licensed land surveyor acceptable to CRPD. Any required "as-built" drawings of civil engineering elements of the Work shall be prepared by the registered civil engineer.

ARTICLE 25. EXCESSIVE NOISE

a. The Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Work without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return that equipment to the Site until the device is repaired or replaced. Noise and vibration level requirements shall apply to all equipment on the jobsite or related to the Work, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

ARTICLE 26. TESTS AND INSPECTIONS

a. If the Contract Documents, CRPD, or any instructions, Applicable Law, or public authority require any part of the Work to be tested or approved in writing, Contractor shall provide CRPD at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than CRPD, Contractor shall promptly inform CRPD of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for CRPD testing and CRPD inspection shall be paid by CRPD. Costs of tests for Work found not to be in compliance with the Contract Documents or Applicable Law shall be paid by the Contractor.

b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone if necessary after completion of the testing in compliance with the Contract Documents, at the Contractor's cost.

c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by CRPD, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify CRPD so that CRPD may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of CRPD, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

f. Reexamination of Work may be ordered by CRPD. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, CRPD shall pay the costs of reexamination and

reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of or in connection with the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by CRPD. All Work shall be solely at the Contractor's risk. Contractor shall protect adjacent property from settlement or loss of lateral support as necessary, and shall give all notices required by law. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Site. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from CRPD, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by CRPD. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by CRPD and the Contractor.

c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:

    1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

    2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

    3. Deliver materials to the Site over a route designated by CRPD.

    4. Provide any and all dust control required and follow the applicable air quality regulations as appropriate. If the Contractor does not comply immediately with a notice from CRPD or an public agency responsible for air quality, CRPD shall have the authority to provide dust control and deduct the cost from payments to the Contractor.

5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of CRPD. Contractor shall not unreasonably encumber the Site with its materials.

6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil Engineer, Architect or land surveyor acceptable to CRPD, at no cost to CRPD.

7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to CRPD.

8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.

9. At the completion of work each day, leave the Work and the Site in a clean, safe condition.

10. Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times, except with CRPD's written approval. Any request for approval to reduce or restrict access to residences and business must be submitted to CRPD at least seven (7) days in advance, and CRPD may issue or withhold approval in its sole discretion.

These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the work involved in the protection and preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

Should damage to persons or property occur as a result of the Work, Contractor shall promptly notify CRPD, in writing. Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. CRPD shall be entitled to inspect and copy any such documentation, video, or photographs.

Contractor shall maintain all investigation documentation including video and/or photographs for a minimum of four (4) years following completion of the project.

Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, including but not limited to Acts of God, war, riots, and strikes, except for payment obligations.

ARTICLE 28. CONTRACTOR'S MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods fall below commonly used industry standards.

ARTICLE 29. INSPECTOR'S FIELD OFFICE

a. If required by CRPD, the Contractor shall be responsible for providing the inspector's field office. The Office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, and an ability to connect to the internet at Contractor's expense.

b. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

ARTICLE 30. AUTHORIZED REPRESENTATIVES

CRPD shall designate representatives, who shall have the right to be present at the Site at all times. CRPD may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 31. HOURS OF WORK

a. Eight (8) hours of work shall constitute a legal day's work. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift, Monday through Friday, between the hours of 7:00 a.m. and 7:00 p.m. No work shall occur on Saturdays, Sundays, or CRPD-observed holidays, or between 7:00 p.m. and 7:00 a.m., unless the Contract Documents provide otherwise or unless otherwise approved in writing by CRPD.

b. It shall be unlawful for any person to operate any lawn mower, backpack blower, lawn edger, riding tractor, or any other machinery, equipment, or other mechanical or electrical device, or any hand tool which creates a loud, raucous or impulsive sound between the hours of 7:00 p.m. and 7:00 a.m. unless otherwise approved in writing by CRPD.

ARTICLE 32. PAYROLL RECORDS

a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security

number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

b. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on a weekly basis and in the format prescribed by the Department of Industrial Relations, which may include electronic submission. The Contractor shall also provide the following:

    1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

    2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").

c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.

e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Upon the request of the DIR, any penalties may be withheld from contract payments.

ARTICLE 33. PREVAILING RATES OF WAGES

a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Work involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy

of the prevailing rates of per diem wages at CRPD. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Site. Contractor shall defend, indemnify and hold CRPD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

b. Contractor shall post, at appropriate conspicuous points on the Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

c. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall comply with all requirements and regulations from the Department of Relations relating to labor compliance monitoring and enforcement.

d. The Contractor shall have an affirmative obligation to verify that all subcontractors are currently and validly registered with the Department of Industrial Relations and shall not permit a subcontractor of any tier to perform work on the project without first verifying the subcontractor's registration. The Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contracts with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain valid registration for the duration of the project.

ARTICLE 34. EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

ARTICLE 35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY

a. **No Discrimination**. Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex,

national origin, age, political affiliation, marital status, or handicap on this Work. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

b. **Employment Eligibility; Contractor**. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to CRPD or its representatives for inspection and copy at any time during normal business hours. CRPD shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in this Article or any of its sub-sections.

c. **Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants**. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for in this Article.

d. **Employment Eligibility; Failure to Comply**. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for CRPD to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under this Article; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 36. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651

et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

ARTICLE 37. INSURANCE AND INDEMINIFICATION

Contractor herein certifies that he is licensed by the State of California in accordance with regulations of the Contractor's State License Board. Contract shall indemnify and hold harmless CRPD against all claims for damages growing out of the execution of said work as set forth in General Conditions. Contractor shall obtain a policy of comprehensive bodily injury and property damage liability insurance whose provisions conform to the article and worker's compensation insurance as required by law. Contractor shall maintain such policies in full force and effect at all times until acceptance of work by CRPD. Concurrently with execution of this Contract, Contractor shall furnish to CRPD a Certificate of Insurance from insurer with endorsement form evidencing compliance with the following requirements:

a. Policy shall name as additional insured with Contractor, Conejo Recreation and Park District, its directors, officers, agents, and employees.

b. Policy shall insure above-mentioned while acting within the scope of their duties, against all claims, suits, or other actions of any nature brought for or on account of any injury, damage, or loss, including any death arising out of or connected with the work under this Contract.

c. Minimum limits of coverage of the policy shall be:

    i. Bodily Injury: $2,000,000 each person; $4,000,000 each occurrence.

    ii. Property Damage: $1,000,000 each occurrence.

d. Terms of Policy:

    i. Insurer shall not cancel or modify policy without ten (10) days prior written notice to CRPD.

    ii. CRPD shall not be responsible for any premiums or assessments on policy.

ARTICLE 38. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

a. **Time for Completion/Liquidated Damages.** The Contract Time(s) set forth in Article 2 of the Contract for Construction shall commence: (1) on the date stated in the Notice to Proceed, or (2) if the Notice to Proceed does not specify a commencement date, then on the date of the Notice to Proceed. All Work shall be completed by the Contractor within the Contract Time(s). If the Work is not completed within the Contract Time(s), it is understood that CRPD will suffer damage, and that it is and will be difficult and/or impossible to ascertain and determine the actual damage which CRPD will sustain in the event of and by reason of the Contractor's failure to complete the Work within the Contract Time(s). In

accordance with Government Code section 53069.85, it is agreed that Contractor shall pay to CRPD as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

b. **Inclement Weather.** Contractor shall be bound by CRPD's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Work schedule.

c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within seven (7) Days of identifying any such delay notify CRPD in writing of causes of delay. CRPD shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Work shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Work beyond the Contract completion date.

ARTICLE 39. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms approved by CRPD:

a. Within ten (10) Days of award of the Contract a detailed Schedule of Values giving an itemized breakdown of the Contract Price; the Schedule of Values shall be adjusted as directed by CRPD;

b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for CRPD to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.

c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, to be verified by CRPD, for unit price items listed, if any, in the Bid Form.

d. CRPD shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work.

ARTICLE 40. MOBILIZATION

a. When the Bid Form includes a bid item for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate as "Mobilization". When no bid item is provided for "Mobilization," payment for such costs will be deemed to be included in the other items of the Work.

b. Payment for Mobilization shall be based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. The lump sum amount for Mobilization shall not exceed five percent (5%) of the total amount of the bid, unless the bid documents indicate otherwise. No payment for Mobilization will be made until all of the items listed below have been completed to the satisfaction of CRPD. The scope of the Work included under Mobilization shall include, but shall not be limited to, the following principal items:

1. Obtaining, paying for and delivering to CRPD all bonds, insurance, and permits.

2. Moving on to the Site all Contractor's plant and equipment required for the first month's operations.

3. Installing temporary construction power, wiring, and lighting facilities.

4. Establishing a fire protection system.

5. Developing and installing a construction water supply.

6. Providing and maintaining the field office trailers for the Contractor and CRPD, complete with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machines.

7. Providing on-site communication facilities for the Owner and CRPD, including telephones, radio pagers, an ability to connect to the internet, and fax machines.

8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.

9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

10. Arranging for and erection of Contractor's work and storage yard.

11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

12. Full-time presence of Contractor's superintendent at the Site as required herein.

13. Submittal of initial Construction Schedule as required by the Contract Documents.

ARTICLE 41. PAYMENTS

a. CRPD shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Unless otherwise specified in the Notice, Contractor shall be paid a sum equal to ninety five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.

    1. In the event CRPD disputes all or a portion of any payment request, CRPD shall pay the undisputed portion and return the payment request to the Contractor for revision and resubmittal of the disputed portion. Any dispute related to a payment request shall not relieve or excuse Contractor from its duty to proceed with the Work and complete the Work within the Contract Time.

b. The Contractor shall, after the full completion of the Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.

c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.

d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against CRPD arising from this Contract.

e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.

f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Sections 8132, 8134, 8136, and 8138. Prior to final payment by CRPD, the Contractor shall submit a final conditional waiver of lien for the Contractor's work, together with unconditional releases of lien from any subcontractor or materialmen for all previous payments and conditional releases for any remaining payments.

ARTICLE 42. PAYMENTS WITHHELD AND BACKCHARGES

In addition to amounts which CRPD may retain under other provisions of the Contract Documents CRPD may withhold payments due to Contractor as CRPD may consider appropriate to protect CRPD from any of the following:

a. Stop Notice Claims.

b. Defective work not remedied.

c. Failure of Contractor to make proper payments to its subcontractors or suppliers.

d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.

e. Damage to another contractor or third party.

f. Amounts which may be due CRPD for claims against Contractor.

g. Failure of Contractor to keep the record (“as-built”) drawings up to date.

h. Failure to provide updates on the construction schedule.

i. Site clean-up.

j. Failure of the Contractor to comply with requirements of the Contract Documents.

k. Liquated damages.

l. Legally permitted penalties.

Upon completion of the Contract, CRPD will reduce the final Contract Price to reflect costs charged to the Contractor, backcharges or payments withheld pursuant to the Contract Documents.

ARTICLE 43. CHANGES AND EXTRA WORK

a. **Work Directive Change.** CRPD and/or the Engineer, Architect may direct changes in the Work by issuing a Work Directive given in writing to Contractor's representative or on-site superintendent or foreman in charge of the particular Work for which the Work Directive is given. A Work Directive shall describe the work to be undertaken and any change in the Work. A Work Directive shall only be used when the Work to be added or deleted must be accomplished before the Change Order procedure can be accomplished. THE CONTRACT PRICE AND CONTRACT TIME MAY ONLY BE ADJUSTED BY CHANGE ORDER AND MAY NOT BE ADJUSTED BY WORK DIRECTIVE. TO THE EXTENT THE WORK DIRECTIVE RESULTS IN A CHANGE TO THE CONTRACT PRICE OR THE CONTRACT TIME, CONTRACTOR MUST TIMELY REQUEST A CHANGE ORDER AND COMPLY WITH ALL CHANGE ORDER PROCEDURES IN ACCORDANCE WITH THIS ARTICLE. Notwithstanding

issuance of a Work Directive, failure to timely request a Change Order shall constitute a waiver by Contractor of any adjustment to the Contract Price or Contract Time for the Work performed under the Work Directive. CRPD shall not be liable to Contractor for Work performed or omitted by Contractor in reliance on verbal orders.

b. **Change Order Work.** CRPD, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or to bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.

c. **Notice Of Delay Or Change.** With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the proposed change, within the following times:

1. If due to unknown subsurface or latent physical conditions, within three (3) days from the discovery date or prior to the alterations of the conditions, whichever is earlier.

2. If due to any other matter that may involve an adjustment to the Contract Time or the Contract Price, within seven (7) days from the discovery date.

d. **Request For Extension Or Change.** Within twenty-one (21) days from providing the notice of delay or change, and prior to incurring any expense, Contractor shall submit a Change Order Request. The Change Order Request shall identify the amount of the adjustment to the Contract Price or the Contract Time, or both.

The Change Order Request shall contain all supporting documentation for the proposed changes, including but not limited to data showing the hours worked, cost estimates, invoices, and schedules. If the Change Order Request includes a request for an extension of the Contract Time, the Change Order Request shall include a time impact analysis showing the impact of the underlying facts and circumstances

to the critical path. CRPD may request, and Contractor shall provide, any additional information supporting the Change Order Request, including but not limited to native electronic format version of schedules and time impact analyses.

If any added costs or information cannot be determined at the time of the Change Order Request, Contractor shall identify the reason the costs or information cannot be determined. For any costs or information that cannot be determined at the time Contractor submits the Change Order Request, Contractor shall submit to CRPD notice of the costs or information and all supporting documentation within three (3) days of when the costs or information become subject to determination.

e. **WAIVER OF RIGHTS OF CONTRACTOR.**

FAILURE BY CONTRACTOR TO PROVIDE TIMELY NOTICE AND REQUEST WHERE SUCH NOTICE AND REQUEST IS REQUIRED BY THIS ARTICLE SHALL CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

f. Whenever possible, any changes to the Contract Price shall be in a lump sum mutually agreed by the Contractor and CRPD.

g. Price quotations from the Contractor shall be accompanied by such detailed supporting documentation, including but not limited to estimates and quotations from subcontractors or material suppliers, as CRPD may reasonably request.

h. If the Contractor fails to submit a complete cost proposal within the twenty-one (21) Day period (or as requested), CRPD has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the Contract Price in accordance with CRPD's estimate of cost. If the change is issued based on CRPD estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following receipt of CRPD's estimate, the Contractor presents written proof that CRPD's estimate was in error.

i. Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the extra work, and shall be segregated as follows:

1. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor

establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

2. Materials. The cost of materials reported shall be at the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of costs are not furnished within the time required for requesting a change of the Contract Price or Contract Time, then CRPD may determine the materials cost, at its sole discretion, or may determine that the Contractor waived all rights to payment for material costs pursuant to Section 5 of this Article.

3. Tool and Equipment Use. Regardless of ownership, the rates to be used in determining equipment use shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed. The Contractor shall furnish cost data supporting the establishment of the rental rate. The rental rate to be applied for use of each items of equipment shall be the rate resulting in the least total cost to CRPD for the total period of use. CRPD shall the make the final determination as to an equitable rental rate for the equipment. No payment will be made for the use of small tools, which have a replacement value of $1,000 or less.

   i. The rental time to be paid for equipment shall be the time the equipment is in productive operation on the extra work being performed. Rental time will not be allowed while equipment is inoperative due to breakdowns.

   ii. All equipment shall, in the opinion of CRPD, be in good working condition and suitable for the purpose for which the equipment is to be used. Equipment with no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

   iii. Before construction equipment is used on any extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to CRPD, in duplicate, a description of the equipment and its identifying number.

   iv. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation.

4. Allowed Mark-up. The allowed mark-up for any and all overhead (including supervision and home and field office costs) and profit on work added to the Contract shall be determined in accordance with the following provisions:

   i. Net Cost is defined as the actual costs of labor, materials and tools and

equipment only, excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide CRPD with documentation of the costs, including but not limited to payroll records, invoices, and such other information as CRPD may reasonably request.

ii. For Work performed by the Contractor's forces the allowed mark-up shall not exceed ten percent (10%) of Labor costs, ten percent (10%) of Material costs, and ten percent (10%) of the cost of Tools and Equipment use.

iii. For Work performed by a subcontractor or sub-subcontractor, the allowed mark-up shall not exceed ten percent (10%) of the subcontractor's or sub-subcontractor's Net Cost of the Work.

There shall be no Mark-up on work deducted.

j. For added or deducted Work by subcontractors, the Contractor shall furnish to CRPD the subcontractor's signed detailed records of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.

k. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to CRPD a detailed record of the cost to the Contractor, signed by such vendor or supplier.

l. Contractor shall not be entitled to any compensation for Work subject to a change order except as expressly set forth in this Article. The mark-up added in instances of extra or additional work shall constitute the entire amount of profit, any mark-ups, any field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work.

m. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify CRPD's Change Order form in an attempt to reserve additional rights.

n. If CRPD disagrees with the proposal submitted by Contractor, it will notify the Contractor, and CRPD will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with CRPD, a change order will be issued by CRPD. If no agreement can be reached, CRPD shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to CRPD within fifteen (15) Days of the issuance of the unilateral change

order, disputing the terms of the unilateral change order and providing such supporting documentation for its position as CRPD may reasonably require.

o. No dispute, disagreement or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the changed work, including extra work, promptly and expeditiously.

p. Any alterations, extensions of time, extra work, deductions in work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

ARTICLE 44. OCCUPANCY

CRPD reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 45. INDEMNIFICATION FOR THIRD PARTY CLAIMS

To the fullest extent allowed by law, Contractor shall defend (with counsel of CRPD's choosing), indemnify and hold CRPD, its officials, officers, agents, employees, and representatives free and harmless from any and all third party claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, regardless of whether the allegations are false, fraudulent, or groundless, arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and subcontractors, arising out of or in connection with the Work or this Contract, including claims made by subcontractors for nonpayment ("Third Party Claims"). Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of CRPD's choosing, any and all such suits, actions or other legal proceedings of every kind that may be brought or instituted against CRPD, its officials, officers, agents, employees and representatives pertaining to such Third Party Claims. The only limitations on this provision shall be those imposed by Civil Code Section 2782 et seq.

ARTICLE 46. RECORD ("AS BUILT") DRAWINGS

a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown in the Contract Documents. Contractor shall mark whichever drawings are most capable of showing conditions fully. Where shop drawings are used, Contractor must record a cross-reference to the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure, locate or record

at a later date. Contractor shall use colors to distinguish separate categories of the Work.

b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by CRPD.

ARTICLE 47. RESOLUTION OF CONSTRUCTION CLAIMS UNDER $375,000

a. Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 43, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required by this agreement shall constitute a waiver of the right to procedures of this Article.

b. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less.

c. “Public work has the same meaning as in Section 8038 (formerly sections 3100 and 3106) of the Civil Code,”(20104(b)(1).

d. “Claim” means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency. (20401(b)(2)).

e. **Claims governed by this Article must be filed no earlier than the date the work is completed or the last day the Contractor performs work on the job, whichever is earlier. Claims must be filed no later than the date of final payment.**

f. The claim shall be submitted in writing to CRPD Project Manager and shall include on its first page the following in 16-point capital font: “THIS IS A CLAIM.” Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

g. **Supporting Documentation**: The Contractor shall submit all claims in the following format:

1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

2. List of documents relating to claim:

   (a) Specifications

   (b) Drawings

   (c) Clarifications (Requests for Information)

   (d) Schedules

   (e) Other

3. Chronology of events and correspondence

4. Analysis of claim merit

5. Analysis of claim cost

6. Time impact analysis in CPM format

h. For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

1. Additional information is thereafter required; it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

2. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

i. For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

1. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

2. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

j. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

k. If following the meeting and conference, the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

l. The following procedures are established for all civil actions filed to resolve claims subject to this article:

1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person son as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

i. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible,

be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

m. **Government Code Claims:** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against CRPD. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against CRPD may be filed.

n. **Third Party Claims:** In the event that a third party claim arises out of this Contract, CRPD will give timely notice of the claim to the Contractor after receipt of the third party claim.

ARTICLE 48. CRPD'S RIGHT TO TERMINATE CONTRACT

a. **Termination for Cause**: CRPD may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract in whole or in part if the Contractor: (i) refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete the Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the Work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of CRPD; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate, and what actions, if any, Contractor may take to cure the breach. Within ten (10) Days after the service of such notice, Contractor shall remedy the breaches noted in the notice of intent to terminate or make arrangements acceptable to CRPD for the required corrective action. After expiration of the ten (10) Day period, CRPD may terminate the Contract by providing a Notice of Termination to the Contractor. CRPD may take over and complete the Work by any method it may deem appropriate. Contractor and its surety shall be liable to CRPD for any excess costs or other damages incurred by CRPD to complete the Work. If CRPD takes over the Work, CRPD may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Site.

Upon termination, Contractor shall:

1. Stop Work as specified in the Notice of Termination.

2. Leave the Site and any other property upon which the Contractor was working in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

3. Terminate all subcontracts and purchase orders to the extent that they relate to the portions of the Work terminated.

Upon termination, Contractor shall not be entitled to receive any further payment from CRPD, except for Work which was duly performed prior to the Effective Date of the Notice of Termination. Contractor shall submit an invoice for final payment within thirty (30) Days of the Effective Date of the Notice of Termination. CRPD may withhold from final payment up to 150% of any disputed amounts, including any amounts which may be necessary to repair defective Work, complete unfinished Work, or are otherwise occasioned by Contractor's failure to perform its duties under the Contract.

b. **Termination for Convenience:** CRPD may terminate performance of the Work, in whole or in part, upon ten (10) Days written notice if CRPD determines that termination is in CRPD's interest.

The Contractor shall cease all or the specified part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of CRPD, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by CRPD, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1. Stop Work as specified in the Notice.

2. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

3. Leave the Site and any other property upon which the Contractor was working in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

4. Terminate all subcontracts and purchase orders to the extent that they relate to the portions of the Work terminated.

5. Place no further subcontracts or orders, except as necessary to complete the remaining portion of the Work.

6. Submit to CRPD, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of CRPD's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by CRPD no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by CRPD's Termination for Convenience."

7. Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The provisions in this section are in addition to and not in limitation of any other rights or remedies available to CRPD.

c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, CRPD may immediately order Contractor to cease Work until such safety or liability issues are addressed to the satisfaction of CRPD or the Contract is terminated.

ARTICLE 49. WARRANTY AND GUARANTEE

a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.

b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.

c. The Contractor shall remedy at its expense any damage to CRPD-owned or controlled real or personal property.

d. Contractor shall furnish CRPD with all warranty and guarantee documents prior to final acceptance of the Work by CRPD.

e. CRPD shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work to complete or correct the work at issue. If the Contractor fails to promptly remedy any defect, or damage within this time; CRPD shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

f. In the event of any emergency constituting an immediate hazard to health, safety, property, when caused by Work of the Contractor not in accordance with the Contract requirements, CRPD may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:

   1. Obtain for CRPD all warranties that would be given in normal commercial practice or that are required in the Contract Documents;

   2. Require all warranties to be executed, in writing, for the benefit of CRPD; and

   3. Enforce all warranties for the benefit of CRPD, unless otherwise directed in writing by CRPD.

h. This Article shall not limit CRPD's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. CRPD specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

ARTICLE 50. DOCUMENT RETENTION & EXAMINATION

a. In accordance with Government Code Section 8546.7, records of both CRPD and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

b. Contractor shall make available to CRPD any of the Contractor's other documents related to the Work immediately upon request of CRPD.

c. In addition to the State Auditor's rights described above, CRPD shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including electronic records, computations and projections) related to negotiating, pricing, or performing the Work in order to evaluate the accuracy and completeness of the cost or pricing data, for a period of four (4) years after final payment.

ARTICLE 51. SOILS INVESTIGATIONS

When a soils investigation report for the Site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil conditions, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of <u>design only</u> and Contractor is required to examine the Site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

Contractor shall be responsible for any costs resulting from Contractor's failure to examine the Site pursuant to this Article.

ARTICLE 52. SEPARATE CONTRACTS

a. CRPD reserves the right to let other contracts in connection with this Work or on the Site. Contractor shall cooperate with and permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to CRPD any problems with the work in place or discrepancies with the Contract Documents.

c. Contractor shall ascertain to its own satisfaction the scope of the Work and nature of any other contracts that have been or may be awarded by CRPD in prosecution of the Work to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the Site. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Work. If simultaneous execution of any contract for the Work is likely to cause interference with performance of some other contract or contracts, CRPD shall decide which contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. CRPD shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Site.

ARTICLE 53. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to CRPD shall be addressed to CRPD as designated in the Notice Inviting unless CRPD designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile or other electronic means shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 54. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, CRPD shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

ARTICLE 55. STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a

complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 56. INTEGRATION

a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire, integrated agreement of CRPD and Contractor.

ARTICLE 57. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of CRPD. Any assignment without the written consent of CRPD shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 58. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify CRPD in order that proper steps may be taken to have the change reflected on the Contract and all related documents.

ARTICLE 59. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to CRPD all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time CRPD makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 60. PROHIBITED INTERESTS

No CRPD official or representative who is authorized in such capacity and on behalf of CRPD to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any Engineer, Architecting, inspection, construction or material supply contract or any subcontract in connection with construction of the Work, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 61. LAWS AND REGULATIONS

a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify CRPD in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to CRPD, he shall bear all costs arising therefrom.

b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (“ADA”) (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.

c. Contractor acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

ARTICLE 62. PATENT FEES OR ROYALTIES.

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with the Work, and shall defend, indemnify and hold harmless CRPD, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

ARTICLE 63. OWNERSHIP OF DRAWINGS

All Contract Documents furnished by CRPD are CRPD property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to CRPD on request at completion of the Work.

ARTICLE 64. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

Conejo Recreation and Park District legal holidays are: January 1 for New Year's Day; Third Monday in January for observance of Martin Luther King's birthday; Third Monday in February for observance of President's Day; Last Monday in May for observance of Memorial Day; July 4 for Independence Day; First Monday in September for observance of Labor Day; November 11 for Veterans' Day; Fourth Thursday and Friday in November for Thanksgiving; December 25 for Christmas Day. Fixed day holidays are observed on Fridays if they fall on a Saturday or Mondays if they fall on a Sunday.

The Contractor is advised that City of Thousand Oaks/City Hall is closed on alternating Fridays and between Christmas Day and New Year's Day, and as such, inspection services are not available on those particular dates. The applicant shall schedule any and all grading, stormwater, encroachment, paving and utility work requiring City inspections accordingly. A schedule of City Hall hours may be obtained from City Hall or at City's website www.toaks.gov.

CONTRACT FORMS

Notice of Award

Notice to Proceed

Work Directive

Change Order

Notice of Completion

APPENDICES

PLANS, DRAWINGS, REPORTS AND TECHNICAL SPECIFICATIONS

THE FOLLOWING DOCUMENTS ARE INCORPORATED HEREIN BY REFERENCE AS IF SET FORTH IN THEIR ENTIRETY:

1. **CCP RENOVATION PROJECT PLANS**
2. **FIRE SPRINKLER PLANS - RESTROOM & TRASH ENCLOSURE**
3. **SPECIFICATIONS - WALCON PRE-FAB RESTROOM**