

PROJECT MANUAL  
FOR  
CONTRACT OF CONSTRUCTION  
OF  
Holiday Camp – Pulverize, Re-grade, Pave & Asphalt Overlay

1670 Las Virgenes Canyon Road Calabasas, CA 91302

MOUNTAINS RECREATION &  
CONSERVATION AUTHORITY

BID DOCUMENTS – February 2022

BID OPENING

March 1st, 2022 @ 02:00 PM

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Exhibit C – Aerial map to entrance of 1670 Las Virgenes Canyon Road

## 010000 – SUMMARY AND SCOPE OF WORK

### 1.1 PROJECT INFORMATION

#### A. Project Identification

The furnishing of all labor, material, equipment, services, and incidentals necessary for Work of the Holiday Camp MRCA Fire Head Division Quarters: Pulverize all existing asphalt, re-grade, pave and finish with an asphalt overlay at 1670 Las Virgenes Canyon Road Calabasas, CA 91302 as set forth in the Contract Documents which include, but are not limited to, the Addenda and Specifications.

1. Name: Holiday Camp - Pulverize, Re-grade, Pave, Asphalt Overlay work
2. Site Address: 1670 Las Virgenes Canyon Road Calabasas, CA 91302
3. Building Code: 2019 CBC/CMC/CEC/CPC with amendments

#### B. Contacts

1. Owner: Mountains Recreation and Conservation Authority (MRCA).  
570 West Avenue 26, Suite 100  
Los Angeles, CA 90065  
Tel (323) 221-9944  
Fax (323) 221-9934

#### C. Schedule

1. Anticipated Construction Start Date: April 21<sup>st</sup>, 2022
2. Anticipated Contract Length: 10 Calendar Days
3. Contractor shall commence performance of the Work upon the date specified in the Notice to Proceed and shall furnish sufficient forces, facilities, and materials, work such hours, including extra shifts and overtime operations, so as to fully perform the Work in accordance with the dates listed above.

### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

#### A. The Work of Project is defined by the Contract Documents and consists of the following:

1. The furnishing of all labor, materials, equipment, services, and incidental necessary for Work, as indicated in the specifications, to pulverize existing asphalt foot-print and leave it in place (31,000 sq ft/5-inch depth); apply water into pulverized existing material to achieve optimum moisture content; re-grade pulverized material for best possible drainage using existing fixed elevations; Roll final grade for proper compaction, 90%-95%; Pave 31,000 sq ft with a finished 3-inches of compacted asphalt paving; Air broom clean street-sweep existing asphalt prior to tack coat at residents driveway; Apply a tack coat

of SS-1H over additional 2,340 sq ft of residents driveway; Apply an asphalt overlay 2,340 sq ft with a finished 1.5 inches thick of compacted asphalt paving.

B. Type of Contract

1. Project will be constructed under a single prime contract.
2. Contractor shall obtain warranties or guarantees for the following items:
  - a. All pulverizing, re-grading, paving, and asphalt overlay work for up 1 -year.

1.3 ACCESS TO SITE

1. Driveways, Walkways, and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, tenants, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
  - a. Schedule deliveries to minimize use of driveways and entrances by construction operations. Haul route shall be in accordance with the City of Los Angeles requirements.
  - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.4 Public Access to Other Facilities

A. Public access to trails and parkland outside of the Project site shall be maintained at all times. Coordinate any necessary temporary closures with MRCA, or other managing entity, in advance.

1. Members of the public may use trails, amenities, and parkland adjacent to the Project site. Contractor is responsible for securing the perimeter of the Work area which may contain Contractor's property and/or hazardous conditions, however, perimeter construction fencing is not mandatory. Members of the public are allowed on designated trails outside of the secured area of Work, and the Contractor may not prohibit such use. All-access outside of the Project site must be maintained in a clean, safe, and operational condition.
2. All use of public trails and parkland by workers, suppliers, and subcontractors is subject to posted agency rules.

B. Cleanup of Site

Contractor shall keep the project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by Contractor. At the conclusion of each work day, Contractor shall leave the project site in a clean and safe condition, with materials, tools and equipment secured and all rubbish removed or contained in appropriate receptacle. All excess dirt, waste material, rubbish, tools, equipment, machinery and surplus materials shall be removed by Contractor from the project site at the completion of Work.

## 1.5 WORK RESTRICTIONS

### 1. General

Comply with restrictions on construction operations. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

### 2. On-Site Work Hours

Limit work to normal business working hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, and 8:00 a.m. to 6:00 p.m., Saturday.

### 3. Site Restrictions

The following are prohibited on Project site at all times:

1. Smoking except in designated areas
2. Use of alcohol and controlled substances
3. Possession of firearms or dangerous weapons

## 1.6 PROJECT OPERATION CONDITIONS

### A. Noise

Muffled construction equipment shall be used whenever possible. Rubber-tired construction equipment rather than track equipment shall be used whenever possible. There shall be no running equipment or site noise generated during non-working hours.

### B. Air Quality

In addition, the following procedures are required:

1. All exposed soils shall be watered at least one (1) time daily but no less than required for proper dust control in accordance with the SWPPP General Permit.
2. All vehicles traveling in unpaved areas shall not exceed 15 miles per hour.
3. All grading operations shall be suspended when wind speeds exceed 25 miles per hour or are forecast to exceed 25 miles per hour.
4. All trucks hauling dirt, sand, soil, or other loose material shall be covered.
5. All construction equipment shall be properly tuned and maintained.
6. Low-emission construction equipment (methanol, gasoline, electric, natural gas) shall be utilized, as feasible.
7. All construction equipment shall be turned off when not in use for extended periods of time.
8. No more than six (6) pieces of heavy construction equipment shall operate at the same time.

9. If more than five (5) pieces of heavy construction equipment are operating simultaneously, no more than ten (10) pieces of stationary construction equipment shall operate at the same time.
10. All construction crews shall comply with all OSHA requirements to maximize the safety of the project and personnel.
11. Deliveries of construction materials and haul truck trips shall be scheduled during non-peak hours, if possible.

C. Archaeological Resources

If archaeological or paleontological resources, including human remains, are discovered during construction the following mitigation measures are required:

1. All construction shall be suspended immediately, and the Owner must be notified. The owner shall employ a licensed archaeologist or paleontologist, and/or Native American representative and County coroner, as appropriate, to determine the significance of the find. If the expert consultant(s) determines that the find is unique or of other importance, all grading shall be suspended indefinitely, and the site shall be surveyed for additional resources, unless in the expert opinion of the consultant the find is isolated, in which case construction need be suspended only in the immediate area surrounding the find. If the resources discovered are unique or important, construction in the affected area shall not resume until they have been cataloged, stabilized, and/or removed, as described below.
2. All handling of archaeological resources and human remains, if discovered during construction, shall be in accordance with the CEQA Guidelines, Section 15064.5.
3. Any unique or important paleontological resources, if discovered during construction, shall be removed by a licensed paleontologist prior to resuming construction and donated to a museum or other appropriate entity.

D. Hazards and Hazardous Materials

In addition to the Mitigation Measures specified in the MND, the following procedures are required:

1. All crews will be required to have operable communication devices at all times to contact emergency response units in the event of an emergency.
2. Any hazardous materials produced as a result of an accident or encountered for any other reason shall be handled in accordance with applicable federal, state, and local regulations to reduce and avoid risks to public health.

1.4 PROJECT REQUIREMENTS

A. Safety/Security Considerations

1. In the event of an emergency, dial 911. To contact the supervising ranger, dial 310-456-7049 and provide your name, your return phone number, nature of the problem, and when it occurred.
2. Project site and surrounding area is unimproved native habitat. Hazards commonly found in such areas in southern California include but are not limited to: Rattlesnakes, Poison Oak, Ticks. Contractor shall be responsible for informing all workers, suppliers, and subcontractors of these and all other potential hazards, precautionary measures, and appropriate responses if encountered.

B. Salvageable items/Recycling

Contractor shall salvage/recycle as much of the existing material and construction debris as possible and consult with MRCA prior to disposing of any existing materials regardless of condition.

1. The following items shall be salvaged by Contractor and returned to MRCA:
  - a. Existing Signs
  - b. Existing padlocks/combination locks
  - c. Scrap metal

C. Construction Staging

The staging area must be within the Project site and limit disturbance. Contractor shall submit a Site Logistics Plan in accordance with the General Conditions prior to commencing work for Owner approval. The staging plan shall indicate tree protection measures subject to the Owner's approval. The contractor shall store all materials, equipment, and tools within the staging area, or relocate items to a location secured by the Contractor outside of work hours.

D. Logistics/Traffic Control Considerations

1. Contractor may not impede traffic without prior approval of MRCA.
2. Deliveries: The contractor shall notify MRCA forty-eight (48) hours in advance of delivery of materials and/or equipment for site access and coordination. The contractor shall coordinate with MRCA to avoid impact to the project site and park operations during large deliveries. All costs related to delivery, service, unloading, storage, and pickup shall be included in the Contractor's base bid. MRCA staff will not assist with unloading materials or equipment, nor shall MRCA's equipment be used for unloading.

E. Constraints on Means and Methods

None.

F. Training/Certifications Requirements

Refer to technical specifications for any additional training requirements.

G. Retention

5% will be withheld from each progress payment request

H. Specification Content

The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

END OF SECTION 010000





registered. Failure to do so may result in the rejection of bid. Prospective bidders must register in order to receive notice of Addenda.

All Requests for Interpretation and questions should be submitted to Chief Danny Ybarra at: [danny.ybarra@mrca.ca.gov](mailto:danny.ybarra@mrca.ca.gov) or at: [ssc@oco.net](mailto:ssc@oco.net) by 02:00 p.m. on Wednesday, February 16<sup>th</sup>, 2022. Clarifications to all questions will be provided in writing by Thursday, February 22<sup>nd</sup>, 2022 and posted to the website.

**Additional Requirements:**

For all contracts exceeding \$25,000, the successful bidder will be required to furnish a performance bond in the amount of 100 percent of the contract price, and a payment bond in the amount of 100 percent of the contract price, both in a form satisfactory to the Owner. All bonds must be issued by a California admitted surety insurer. The substitution of securities for withheld contract funds is permitted to the extent provided by California and federal law, if applicable.

The provisions of the California Labor Code will be incorporated in and govern this contract. The successful bidder will be required to pay not less than the general prevailing rate of per diem wages as determined by the Department of Industrial Relations, copies of which are on file with the Mountains Recreation and Conservation Authority and will be made available upon request. This project is a public works project, as defined in Labor Code Section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 CCR sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. MRCA has adopted a Labor Compliance Program, which states that construction contracts under \$25,000 and maintenance contracts under \$15,000 will not be subject to prevailing wages.

The MRCA reserves the right to reject any and all bids and to waive any informality or irregularity in any bid received.

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END OF SECTION

## **01 00 02 - INSTRUCTIONS TO BIDDERS**

### **A. RECEIPT AND OPENING BIDS**

1. The Mountains Recreation and Conservation Authority (herein called MRCA) invites written bids for 1670 Las Virgenes Canyon Road Calabasas, CA 91302, Holiday Camp – Pulverize, Re-grade, Pave & Asphalt Overlay work, hereinafter referred to as (“Project”). All bids must be submitted in sealed envelope addressed to:

Mountains Recreation and Conservation Authority  
1670 Las Virgenes Canyon Road Calabasas, CA 91302  
Attention: Chief Danny Ybarra

bearing on the outside the name of the bidder, address, and marked *“Bid for Holiday Camp – Pulverize, re-grade, Pave & Asphalt Overlay.”*

2. Bids are due in the MRCA’s office at the time and date set in the Notice Inviting Bids. Bids will be opened publicly at that time. Late bids will not be accepted.
3. The bids will be reviewed by the MRCA and action taken within thirty (30) days of receipt of bids. A Notice of Intent to Award Bid will be distributed to bidders within that time. Bid will be awarded to the lowest responsive and responsible bidder as determined by MRCA, for the base bid.

### **B. QUALIFICATIONS**

1. At the time of bid submission, and at all times during the term of the contract, the Contractor shall hold a C-12 Contractor’s license issued by the State of California.
2. The bidder must have attended and signed-in and signed-out of the mandatory pre-bid conference.

### **C. BIDDER’S CONFERENCE**

1. On-site bidder’s conference will be held at the date and time specified in the Notice Inviting Bids. All potential bidders shall attend this pre-bid meeting. Failure to do so shall result in the rejection of bid.
2. If a second site conference is scheduled, potential bidders who attended the first site conference do not need to attend if the scope of the project has not changed.

### **D. PREPARATION OF BID**

1. Prospective bidders must register with MRCA in the manner and by the time and date stated in the Notice Inviting Bids.
2. Bids must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in blue or black ink, in both figures and words where indicated.

- i. In case of discrepancy, the amount written in words shall govern.
  - ii. Interlineations, alterations and erasures must be initialed by the signer of the bid on all pages submitted.
  - iii. If there is no bid item on the form for a particular item of work, full compensation for such work shall be considered as included in the prices bid for other items of work.
  - iv. In case of unintelligible figures, ambiguities or discrepancies between unit costs, item subtotals, and/or total amount bid, and the value of items therefore cannot be calculated, the bid shall be found to be irregular and rejected as non-responsive.
  - v. In case of discrepancy between the total cost of items listed and the total base bid amount, the amount listed as total base bid amount on page 1 of the Bid Submission Form shall govern.
3. Conditional bids will not be accepted except for specific requested alternates.
4. The MRCA reserves the right to reject any bid improperly prepared or which does not contain all information required as indicated.
5. If required, permit fees will be paid by Contractor directly at the time the Contractor pulls the permit and reimbursed by Owner. All other fees shall be included in the contract price for this work.

#### E. BIDDER'S CHECK OR BOND

1. Each proposal must be accompanied by a deposit equal to ten (10) percent or more of the amount of the Base Bid, either by certified or cashier's check or by bid bond drawn in favor of Mountains Recreation and Conservation Authority. The successful bidder will enter into an agreement with MRCA and shall furnish all bonds specified in the agreement. If the successful bidder fails to enter into the contract awarded or fails to supply bonds and certificates or insurance as specified in Standard Agreement within ten (10) days of award, then the deposit shall be forfeited to the MRCA.
2. If the successful bidder executes the contract and supplies the specified payment and performance bonds and insurance certificates within ten (10) days of award, the check or bond accompanying the successful bid will be returned to the bidder. All checks and bonds accompanying rejected bids will be returned to the respective bidders upon rejection.

#### F. LIST OF SUBCONTRACTORS AND SUPPLIERS

1. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 *et seq.*) and any amendments thereof, each Bidder shall set forth: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Trade Contractor, who will perform work or labor or work or improvement to be performed under this Trade Contract, or a subcontractor licensed by the State of California who, under subcontract to the Trade Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Trade Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Trade Contractor shall list only one subcontractor for each such portion as is defined by the Trade Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Trade Contractor fails to specify a subcontractor, or if a Trade Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Trade Contractor's total bid, the Trade Contractor shall be deemed to have agreed that the Trade Contractor is fully qualified to perform that portion, and that the Trade Contractor alone shall perform that portion of the Work.

No Trade Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Trade Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

2. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Trade Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.
3. Additionally, the bidder shall identify the dollar value of each subcontract and upon execution of a contract with MRCA, the successful bidder shall submit copies of all agreements with subcontractors and suppliers to MRCA.
4. MRCA reserves the right to disapprove the use of any such proposed subcontractor or supplier and in such an event, the bidder shall submit another subcontractor or supplier in like manner within the time specified by the MRCA. These submittals and approvals shall be repeated if any changes are made during the course of construction.

## G. ADDENDA AND INTERPRETATIONS

1. No interpretation of the meaning of the Contract Documents will be made to the bidder orally. Every request for such interpretation should be in writing addressed to the MRCA or MRCA's designated representative.
2. All requests for interpretation and questions must be submitted to MRCA in the manner and by the date and time stated in the Notice Inviting Bids.
3. All such interpretations and any supplemental instruction will be in the form of written addenda to the specifications.
4. These addenda will be distributed to all registered prospective bidders. All addenda so issued shall become part of the Contract Documents. When possible, addenda will be e-mailed to bidders with return receipt.
5. Bidder shall ascertain prior to submitting a bid that the bidder has received all Addenda issued, and Bidder shall acknowledge their receipt in the bid.
6. No substitutions will be considered prior to award of Contract.

## H. OBLIGATION OF BIDDER

1. Each bidder must inform themselves fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions set forth in the bid. Each bidder will be presumed to have inspected the site, and to have read and to be thoroughly familiar with the plans, specifications, and other contract documents, including all addenda.
  - i. Material quantities, including but not limited to earthwork, are provided on the plans for general permitting and plan check purposes only. The Contractor is responsible for all import/export quantities and materials required to perform the work in accordance with the Contract Documents.
2. The failure and omission of any bidder to receive any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to this bid.
3. Attached hereto is the Owner's Standard Agreement. At the time of the awarding of the bid, each bidder will be presumed to have read the document and accept the terms and conditions as specified, including all attached exhibits.

4. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption or interference with the work of any other Contractor.
5. The MRCA will require that the successful bidder submit a complete breakdown of their bid within a time specified by MRCA.

#### I. TIME OF COMPLETION AND LIQUIDATED DAMAGES

1. Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" issued by MRCA and to fully complete improvements within the term of the agreement and according to the Schedule of Work. Bidder must agree also to pay liquidated damages as specified in the agreement for each consecutive calendar day thereafter.

Liquidated damages amount: \$250.00 per day

#### J. RULES AND LAWS IN EFFECT

1. Bidder's attention is directed to the following factors in this project:

a. Competitive bidding is required.

b. Change orders must be approved.

c. All Federal, State, or other laws, orders, rules, and regulations of all authorities having jurisdiction over construction work in the locality of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full, including compliance with the Civil Rights Acts of 1964 and Executive Order no. 11246.

d. The bidder represents and warrants that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Santa Monica Mountains Conservancy is a constituent member, or to any officer, director or staff member that has discretion over the contract of any of the aforesaid public agencies. "Related by blood or marriage" is defined as being a parent, child (including step children), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and

representation. Bidder shall be liable for all damages sustained by the MRCA as a result of the breach.

#### K. BID PROTEST

1. Non-responsive bidders are not entitled to refute the decision of the MRCA. A non-responsible bidder will be given the opportunity to provide written evidence and argument to refute the MRCA's decision.
  - a. The bid protestor must submit a bid protest accompanied with written evidence and argument refuting the MRCA's decision by 4:00 p.m. on the fifth calendar day from the date of the Notice of Intent to Award Bid, to the address for bid submittals specified in the Notice Inviting Bids. If the bid protestor does not meet this deadline by timely submitting written evidence and argument with the bid protest, the party initially designated to receive the award will be declared as the lowest responsive and responsible bidder and MRCA will immediately award the contract to that party.
  - b. In the event of receipt of a timely bid protest accompanied with written evidence and argument, the MRCA Project Manager and a committee appointed by the MRCA will consider the written evidence and argument to determine the merits of the protest and determine which party will be declared the lowest responsive and responsible bidder. The MRCA Project Manager and committee will make such determination within a reasonable time but with not more than seven (7) calendar days from the date MRCA received such evidence and argument. Thereafter, MRCA will send its Notice of Decision to the bid protestor and award the contract to the lowest responsive and responsible bidder. The right to extend any deadline as set forth in this section is within the sole discretion of the MRCA.

#### L. VALUE ENGINEERING

1. Notwithstanding any other provision of law, the MRCA may use a negotiation process if it finds that one or more of the following conditions exist:
  - a. The business need, purpose or project related to a bid or contract can be further defined as a result of a negotiation process.
  - b. The business need, purpose or project related to a bid or contract is known by the MRCA, but a negotiation process may identify different types of solutions to fulfill this need.
  - c. The complexity of the need suggests a bidder's costs to prepare and develop a solicitation are extremely high.
  - d. The business need, purpose or project related to procurement is known by the MRCA but negotiation is necessary to ensure that the MRCA is receiving the best value or the most cost-efficient goods and services.



- e. When it is in the best interests of the MRCA, the MRCA may negotiate amendments to the terms and conditions, including scope of work, of existing contracts for goods and services.
- f. If the MRCA determines that such action is necessary, the MRCA will notify the low bidder of its intention to negotiate the contract after award of bid. Award of bid shall be made according to standard MRCA standards and practices.

#### M. INSURANCE

1. The successful bidder must provide proof of all required insurance as specified in the Agreement and herein.
2. General Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate.
3. Automobile: \$1,000,000 per occurrence of bodily injury or property damage.
4. Workers Compensation: As required by California law.
5. The Contractor will be responsible for the deductible and documentation for any and all claims made on all policies.
6. The following entities shall each be named as Additional Insured:
  - i. Mountains Recreation and Conservation Authority
  - ii. Conejo Recreation and Park District
  - iii. Rancho Simi Recreation and Park District
  - iv. Santa Monica Mountains Conservancy
  - v. State of California

END OF SECTION

### **01 00 03 - BID SUBMITTAL CHECKLIST**

The following documents must be submitted with the bid package, completed in full and signed as required:

- Bid Submission Form and Schedule of Bid Items (See 01 00 04)
- Designation of Subcontractors/Suppliers and Bid Value on the Bid Submission Form Provided to include name, license number, address, description of work or supplies to be provided, and dollar value of each subcontract. (See Instructions to Bidders 01 00 02). The Form shall be signed by a representative of the bidder.
- Addenda Receipt on Contractor's letterhead (See Instructions to Bidders)
- Bid Bond (See Instructions to Bidders). Bidders may use surety's bond form.
- Certificates of Insurance for all required policies (See Standard Agreement)
- Contractor Questionnaire
- Reviewed or audited financial statement (see Questionnaire #4)
- Notarized statement from admitted surety insurer (see Questionnaire #5)
- List and reference information for recent construction projects completed (Contractor Questionnaire Part )

END OF SECTION

**01 00 04 - BID SUBMISSION FORM AND SCHEDULE OF BID ITEMS**

**BID FORM FOR:** 1670 Las Virgenes Canyon Road Calabasas, CA 91302  
Holiday Camp – Pulverize, Re-grade, Pave, & Asphalt Overlay

**A PROJECT OF:** MOUNTAINS RECREATION AND CONSERVATION AUTHORITY  
570 West Avenue 26, Suite 100  
Los Angeles, CA 90065

**BID FROM:** \_\_\_\_\_  
(Name of Bidder)  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Telephone)

**DATE SUBMITTED:** \_\_\_\_\_

**Total Price:** \_\_\_\_\_ \$ \_\_\_\_\_  
(words) (figures)

**Length of Work:** 7-10 days from Notice to Proceed.

The Bidders Schedule of Bid Items bid breakdown must be included. In order for a bid to be responsive, all listed alternates, unit prices, and daily rate figures must be quoted and correspond to bid amount.

Pursuant to, and in compliance with, the plans and/or specifications relating hereto, the undersigned contractor hereby proposes and agrees to perform, within the Contract Time stipulated, the Work, including all of its component parts; and to provide and furnish any and all labor, materials, tools, apparatus, facilities, expendable equipment and all utility and transportation services 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 in a workmanlike manner for the project located at 1670 Las Virgenes Canyon Road Calabasas, CA 91302 and acknowledges receipt of all addenda issued by the Mountains Recreation and Conservation Authority distributed prior to the date the bids were due, whether received by the undersigned.

The undersigned contractor recognizes the relations of trust and confidence that will be established between himself and the MRCA by a contract; if awarded to him, and agrees in such an event that the Contract Documents shall be deemed to be the “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 best interest of the MRCA.

The MRCA reserves the right to reject any and all bids, to accept other than the lowest bid, and to waive any informality in the bids.

The undersigned as bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Contract Documents and read the accompanying Instructions to Bidders, and hereby proposed and agrees, if the proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the said Contract Documents in the time and manner therein prescribed for the price set forth in the following schedule. The bidder is responsible for all quantity take-offs and the accuracy of those calculations. The undersigned has checked all words and figures inserted in the bid submittal and understands that the MRCA will make no allowance for any error or omission on the part of the undersigned.

The bidder represents and warrants that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Santa Monica Mountains Conservancy is a constituent member, or to any officer, director or staff member with discretion over the contract of any of the aforesaid public agencies. “Related by blood or marriage” is defined as being a parent, child (including stepchildren), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and representation. Bidder shall be liable for all damages sustained by the MRCA as a result of the breach.

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

Authorized Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State Contractor’s License Number and Classification Designation \_\_\_\_\_

Executed this \_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_\_, California

BIDDER NAME: \_\_\_\_\_

**LIST OF SUBCONTRACTORS AND SCHEDULE OF BID VALUES:**

Bidders shall complete and submit a Designation of Subcontractors and Bid Value Form listing the description of work, name, location of place of business, license type and bid value for each subcontractor equivalent to the awarded subcontractor amount similar to the form below. Additionally, for all self-performed work over 5% of the contract value, the Bidder shall list the portion of work and the equivalent value. It is not acceptable to list "Self Performed" work as a single line item. Each definable feature of work that is being self-performed must be listed separately. An electronic version will be provided to all registered bidders.

**DESIGNATION OF SUBCONTRACTORS AND BID VALUE FORM**

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number)	Contract Value

Proper Name of Bidder: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature of Bidder Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

**SCHEDULE OF BID ITEMS:**

Bidders shall complete the unit price breakdown only for the Work listed below. Unit costs will be applicable for all Change orders, both deductive and additive.

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1. Pulverizing Existing Asphalt w/ a 5inch depth	31,000	SQ FT	\$	\$
2. Re-Grade Pulverizing Material	31,000	SQ FT	\$	\$
3. Asphalt Paving	31,000	SQ FT	\$	\$
4. A tack coat applied of SS-1H	2,340	SQ FT		
5. Asphalt Overlay with a finished 1.5 inches thick of compacted asphalt paving.	2,340	SQ FT		
<b>TOTAL BASE BID AMOUNT</b>			<b>\$</b>	<b>\$</b>

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**NONCOLLUSION 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 \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Signature \_\_\_\_\_

**OBLIGATION TO SECURE 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.

Signature \_\_\_\_\_

END OF SECTION





**MOUNTAINS RECREATION & CONSERVATION AUTHORITY**

Los Angeles River Center and Gardens  
570 West Avenue Twenty-six, Suite 100  
Los Angeles, California 90065  
Phone (323) 221-9944 Fax (323) 221-9934

**CONTRACTOR QUESTIONNAIRE**

**PROJECT:** 1670 Las Virgenes Canyon Road Calabasas, CA 91302  
Pulverize, Re-grade, Pave, & Asphalt Overlay

**BIDDER INFORMATION**

Firm Name: \_\_\_\_\_ Check One:  Corporation  
*(as it appears on license)*  Partnership  
 Sole Proprietor

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Tax ID: \_\_\_\_\_ Email: \_\_\_\_\_

**Contractor's License(s) Information:**

Name of license holder: \_\_\_\_\_

License Classification and Code: \_\_\_\_\_

License Number: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**If firm is a sole proprietor or partnership:**

Owner(s) of Company \_\_\_\_\_

\* \* \* \* \*

*I, the undersigned, certify and declare that I have read all the following answers to this qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.*

Dated: \_\_\_\_\_  
(Name)

## PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

**Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is "no."**<sup>1</sup>

**Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is "yes."**<sup>2</sup> **If the answer to question 8 is "yes," and if debarment would be the sole reason for denial of qualification, any qualification issued will exclude the debarment period.**

1. Contractor possesses a valid and current California Contractor's license for the project for which it intends to submit a bid.  
 Yes     No
  
2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.  
 Yes     No
  
3. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code § 3700 *et. seq.*  
 Yes     No     Contractor is exempt from this requirement, because it has no employees
  
4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.<sup>3</sup>  
 Yes     No

*NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.*

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that your current bonding capacity is sufficient for the project for which you seek qualification?  
 Yes     No

*NOTE: Notarized statement must be from the surety company, not an agent or broker.*

6. Has your contractor's license been revoked at any time in the last five years?

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<sup>1</sup> A "no" answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 3.

<sup>2</sup> A contractor disqualified solely because of a "Yes" answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

<sup>3</sup> Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is "no more than 25 per cent of the qualifying amount provided in section 14837(d)(1)." As of January 1, 2001, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

Yes     No

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Yes     No

8. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code §1777.1 or Labor Code §1777.7?

Yes     No

If the answer is "Yes," state the beginning and ending dates of the period of debarment: \_\_\_\_\_

\_\_\_\_\_

9. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes     No

## **PART II. RECENT CONSTRUCTION PROJECTS COMPLETED**

43. Contractor shall provide information about its two most recently completed public works projects and its two largest completed private projects within the last five years. Names and references must be current and verifiable. Each project submitted must meet the following requirements:

- a) Similar scope and values as described in Section 01 00 00 – Summary
- b) Project cost is \$100,000 or greater at time of completion
- c) Completed within the last five years
- d) Project was managed and constructed under the business name submitting for qualification. Projects completed by employees for former employers are not applicable.

Use separate sheets of paper for each project that contain all of the following information:

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact (name and current phone number):  
\_\_\_\_\_

Design Professional: \_\_\_\_\_

Design Professional Contact (name and current phone number):  
\_\_\_\_\_

Contractor's Superintendent: \_\_\_\_\_

Brief Description of Project, Scope of Work Performed:

\_\_\_\_\_  
\_\_\_\_\_

Site Size in Acres: \_\_\_\_\_

Building Size in Square Feet (if applicable): \_\_\_\_\_

Original Bid Value (including alternates that were exercised): \_\_\_\_\_

Final Cost of Construction (including change orders): \_\_\_\_\_

Original Scheduled Completion Date: \_\_\_\_\_

Time Extensions Granted (number of days): \_\_\_\_\_

Actual Date of Completion: \_\_\_\_\_

What mitigation measures (noise, dust, and fumes) were implemented on this project?

\_\_\_\_\_

How was project schedule developed, updated and tracked?

\_\_\_\_\_

END OF SECTION

**MOUNTAINS RECREATION AND CONSERVATION AUTHORITY**

**STANDARD AGREEMENT**

Los Angeles River Center and Gardens  
570 West Avenue 26, Suite 100  
Los Angeles, CA 90065  
323-221-9944 FAX 323-221-9934

**CONSTRUCTION CONTRACT**

This standard agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Mountains Recreation and Conservation Authority ("MRCA"), a local public agency exercising joint powers of Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District pursuant to Section 6500, *et seq.* of the Government Code, and \_\_\_\_\_, California Contractor License No. \_\_\_\_\_, Type \_\_\_\_\_ ("Contractor").

MRCA owns/manages certain real property located at \_\_\_\_\_, (APN(s): \_\_\_\_\_) (hereinafter referred to as "Project Site"). MRCA intends to develop said Project Site which shall be referred to as \_\_\_\_\_ ("Project").

MRCA hereby intends to retain the services of Contractor to perform the work ("Work"), as defined herein, in the Scope of Work, General Conditions (if applicable), and in any and all other attachments, collectively referred to as the "Contract Documents." (Schedule of all exhibits is attached here as Exhibit A.) The Project is the total construction; of which the Work performed under the Contract Documents may be in whole or part.

The Contract Documents are complementary and what is required by any one shall be binding as if required by all. The intention of this Agreement and the Contract Documents is to include all labor, materials, equipment, and other items necessary for completion of the Work.

NOW THEREFORE, incorporating the above, the MRCA and Contractor agree as follows:

*Continued on the next thirteen (13) pages*

**FOR OFFICE USE ONLY**

Amount	\$ .00	AGREEMENT NUMBER MRCA ####/###	TAX ID # ###	Name Name Project Manager
Amount Previously Authorized	\$0.00	Org Set ##.###.###.####.###.##.5114		Name Name Division Chief
Total	\$0.00	Project Name: XXX		

## AGREEMENT TERMS AND GENERAL CONDITIONS

1. **Work.** The Contractor shall perform, at the request of the MRCA, the Work as detailed herein, in the Scope of Work, General Conditions, and in any and all other attachments, collectively referred to as the "Contract Documents." (Scope of work attached hereto and incorporated by reference herein as Exhibit E.)

Work provided at the MRCA's request by Contractor under this Agreement shall be performed in a manner consistent with the requirements and standards established by any applicable federal, state, county, and city laws, ordinances, regulations and ordinances, including, but not limited to, those specifically cited in this Agreement. Contractor shall adequately supervise and direct all Work on the project and be solely responsible for construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Agreement. MRCA shall appoint a Project Manager to whom Contractor shall direct, in a timely manner, all questions and communication regarding the day-to-day progress and/or problems related to the Work. Contractor shall provide weekly written status reports to Project Manager documenting compliance with the master schedule. The Contractor shall provide all labor, materials, supplies, equipment, and supervision necessary to complete the Work. Contractor is solely responsible for site security and protection, including securing property from damage caused by reasonably expected weather conditions. MRCA will not be responsible for providing any labor, materials, supplies, equipment, or supervision required to complete the Work.

Contractor shall ensure that MRCA has access to the Project Site at all times during the course of this Agreement. MRCA shall have authority to reject any and all portion of the Work that does not conform to Contract Documents. MRCA shall have authority to require Contractor to stop the Work or any portion thereof, or to require special inspection or testing of the Work, whether or not such Work has been fabricated, installed, or completed. Contractor shall be responsible to MRCA for the acts or omissions of the Contractor, Subcontractors, or any agents or employees thereof, in the completion of the Work.

2. **Term.** The term of this Agreement ("Term") will be from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_, or as otherwise provided herein.

3. **Consideration.**

A. MRCA shall pay Contractor for Work in accordance with the Cost Breakdown (attached hereto and incorporated by reference herein as Exhibit F). Total consideration for Work completed pursuant to this Agreement is \_\_\_\_\_ <spell out in words> (\$ #####).

B. Except as provided herein, Contractor is not entitled to, and shall not receive any additional consideration, compensation, salary, wages or other type of payment for carrying out the Work. Contractor shall not be entitled to any consideration in the form of overtime, employment benefits, paid leaves of absence or any other type of additional consideration unless specifically authorized in writing by MRCA Executive Officer or designee. Contractor shall not be entitled to any compensation for travel expenses, per diem, or reimbursements for services or materials outside the Scope of Work.

C. The total amount paid to Contractor for the Work shall not exceed the amount authorized herein and detailed in the Cost Breakdown and/or authorized in any mutually agreed upon adjustments made consistent with the terms and conditions of this Agreement. MRCA

reserves the right to deny payment or reimbursement request from Contractor in excess of the contract limit set forth herein and in the Cost Breakdown.

D. Contractor shall submit to the MRCA, no more than once per month or according to other schedule agreed to by MRCA, a progress payment request with an itemized statement of all Work (along with outstanding balances, if any) performed during the previous payment period. Itemized statement shall include a 5% retention to be withheld by the MRCA. Payment period shall be defined as the period of time since the commencement of Work, or, the period since the previous progress payment request. The request shall identify the date on which all of the itemized Work was rendered and shall be clear and concise as to the work performed during the period. All payment requests for Work completed in whole or in part by approved subcontractors and/or suppliers shall include copies of all applicable statements/invoices from said subcontractors and/or suppliers. Upon request by the MRCA, Contractor shall promptly provide MRCA with all requested additional backup documentation substantiating the Work performed. As a condition precedent to processing payment requests, Contractor shall submit true, correct, and executed copies of all outstanding waivers and releases upon final and/or progress payments including releases for the most recent pay period. The MRCA shall process all undisputed payment requests within 30 days of approval. If Contractor provides incorrect payment request information, MRCA reserves the right to withhold payment until a correct statement is submitted. If the dispute concerns one or more individual items, MRCA reserves the right to withhold up to 150% of the cost of the item of Work until a correct statement is submitted.

E. MRCA shall not be responsible for costs relating to procurement or maintenance of office space, supplies, equipment, vehicles, reference materials, support services, or telephone/telecommunications services that may be required for Contractor to complete the Work described in this Agreement. The MRCA will not be obligated to pay or reimburse Contractor for these costs which shall be the sole responsibility of the Contractor.

F. Contractor shall be responsible for any sales, consumer, use and any other applicable taxes incurred in the completion of the Work under this Agreement.

#### **4. Schedule.**

A. Notice to Proceed and Schedule of Work. Work shall commence only after all conditions precedent have been satisfied and after MRCA issues a written Notice to Proceed to Contractor. A Schedule of Work shall be submitted to MRCA by Contractor within ten (10) days of the Notice to Proceed, or, the notice of intent to award bid, if applicable. Upon acceptance and approval of Schedule of Work by MRCA, it shall be attached hereto and incorporated by reference herein. Upon receipt of Notice to Proceed, Contractor shall promptly commence Work identified in the Scope of Work and pursuant to the Schedule of Work. Contractor is solely responsible for completing said Work within the timeframe set forth by the Schedule of Work. Contractor is solely responsible for accounting for delays due to reasonably expected weather based on NOAA averages. The Schedule of Work shall only be altered or amended by force majeure or express written consent of the MRCA. Multiple Notices to Proceed may be issued.

B. Notice of Completion. When Work is substantially complete, Contractor shall so certify and shall request a final inspection by MRCA. Within ten (10) days, MRCA will conduct inspection and issue a formal written notice if Work is complete to MRCA's satisfaction. MRCA reserves the right to reject any or all portions of the Work found to be defective or failing to satisfy the conditions of this Agreement or the Contract Documents. Contractor shall, immediately upon

such rejection, correct any defective or deficient work at its own expense.

C. Time of the Essence. It is understood and agreed by both MRCA and Contractor that time is of the essence in this Agreement.

D. Liquidated Damages for Failure to Comply with Schedule of Work. It is hereby mutually understood and agreed that in the event that Contractor does not complete the Work within the Term of the Agreement and according to the Schedule of Work, the MRCA will sustain damages. Contractor and its surety shall be liable for liquidated damages and shall pay to MRCA the sum of two hundred fifty dollars (\$250) per each calendar day the completion of the Work is delayed beyond the completion date set forth in the Schedule of Work without an extension of time approved by the MRCA. MRCA and Contractor agree that the daily amount of liquidated damages is an estimate of the actual amount of such damage and does not constitute a fee or penalty. MRCA and Contractor agree that any liquidated damages may be deducted from any retention amount, unpaid balances, or progress payments. In the event that retention amounts, unpaid balances, or progress payments are insufficient to pay liquidated damages, Contractor agrees to pay total liquidated damages to MRCA. No liquidated damages shall be applied for any delay directly and solely caused by MRCA. Contractor shall give MRCA advance written notice in the event of any incidence where, in Contractor's opinion, MRCA is responsible for delay in Contractor's meeting the Schedule of Work. Failure by Contractor to do so shall constitute a waiver of any claim against the MRCA based on that incidence of delay. MRCA shall have one calendar week to respond to Contractor's notice. Disputes regarding compliance with the Schedule of Work shall be determined pursuant to the provisions of this Agreement. This section does not apply to claims made by MRCA for defective workmanship or other contract breaches. Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of MRCA to provide for removal or relocation of such utility facilities. If Contractor discovers utility facilities not identified by MRCA in the contract plans or specifications, he shall immediately notify the public agency and utility in writing.

**5. Licenses and Compliance with Laws.** Contractor hereby certifies that he/she and all sub-Contractors are licensed by and in good standing with the California State Contractors License Board and shall maintain such standing at all times during the Term of this Agreement. Contractor also agrees to procure any and all necessary licenses, permits, or certificates required by any federal, state or municipal government in order to complete the Work. Contractor is solely responsible for maintaining such licenses, permits, or certificates during the completion of the Work. As a condition precedent to the effectiveness of this Agreement, Contractor shall provide the MRCA all evidence of all required licenses, permits, or certificates required to complete the Work. MRCA shall not be responsible for procuring any licenses, permits, or certificates to complete the Work, but shall reasonably cooperate with Contractor to the extent necessary for Contractor to obtain required license, permits, or certificates. If any dispute arises regarding the necessity or requirement of a particular license, permit, or certificate, the MRCA reserves the right to make such determination for the purposes of this Agreement.

Contractor shall comply with all applicable federal, state, and local laws in the course of completing the Work and in administering this Agreement. Violation of applicable laws shall constitute material breach of this Agreement.

**6. Labor Code.**

A. Unless otherwise confirmed by written notice of the MRCA, the Work to be



completed under this Agreement constitute a Public Work within the meaning of California Labor Code Sections 1720 and 1720.3. The Contractor, its employees, agents, and subcontractors, shall all be bound by the provisions of the Labor Code and any other applicable federal, state or local law.

B. The Contractor shall strictly adhere to the provisions of the Labor Code regarding minimum wage, the 8 hour day and 40 hour work week, overtime, weekend and holiday work, and employment of apprentices. Contractor shall forfeit to the MRCA any penalties prescribed in the Labor Code for violations thereof.

C. Pursuant to Section 1776 of the Labor Code, Contractor shall maintain accurate payroll records at all times during the Term of this Agreement and shall ensure that all subcontractors maintain accurate payroll records at all times during the Term of this Agreement. Notwithstanding submissions required by any other Section of this Agreement or any of the Contract Documents, within 24 hours of delivery to Contractor of written request by MRCA, Contractor shall submit certified payroll records for itself and for any subcontractor to MRCA for inspection. Contractor shall disclose to MRCA any past labor violations. MRCA reserves right to make any labor compliance inspection required by law or otherwise deemed necessary.

D. Contractor shall not pay less than prevailing wage rates set by the California Department of Industrial Relations, Division of Labor Standards Enforcement, for the Work completed under this Agreement. Each worker shall be paid subsistence and travel as required by the collective bargaining agreements on file with the Department of Industrial Relations.

## **7. Subcontractors.**

A. Notwithstanding anything contained herein or in any of the Contract Documents, MRCA reserves the right to approve all subcontractors and suppliers prior to commencement of Work on the Project.

B. Contractor shall require all subcontractors, as part of the subcontract, to agree to be bound by all applicable terms of this Agreement and to assume all applicable obligations Contractor owes to the MRCA. Contractor shall be primarily responsible for ensuring that any subcontractor is in full compliance with all applicable terms of this Agreement. All subcontracts for any portion of the Work described herein shall be in writing and Contractor shall provide a true, correct, and completed copy of said subcontract to the MRCA immediately upon execution.

C. Contractor is solely responsible for payment of all sums due to subcontractors or suppliers. Willful failure to pay subcontractors in accordance with this provision may constitute an illegal diversion of funds and shall constitute material breach of this Agreement. MRCA may, at its sole discretion, elect to issue payment jointly to Contractor and subcontractors or suppliers, pursuant to an applicable joint check agreement, which Contractor hereby agrees in good faith to enter into.

D. Nothing contained herein shall modify or eliminate the contractual agreement and any obligations therein between the Contractor, subcontractors, sub-subcontractors, or suppliers.

**8. Alternate Contracts.** Notwithstanding any other provision herein, the MRCA reserves the right to award other contracts in connection with other portions of the Project.

**9. Insurance.** As a condition precedent to the effectiveness of this Agreement, Contractor shall provide MRCA with proof of all required insurance, outlined below. The Mountains Recreation and Conservation Authority, the Conejo Recreation and Park District, the Rancho Simi Recreation and Park District, the Santa Monica Mountains Conservancy and the State of California, shall each be named as additional insureds (collectively, "Additional Insureds") on all policies. As Additional Insureds, all employees, agents, directors, and officers, of the Additional Insureds are required to be covered by each policy.

A. **General Liability.** Contractor shall, at all times during the Term of this Agreement, maintain a policy of comprehensive liability insurance covering all Work to be done pursuant to this Agreement and any applicable amendments. The policy shall cover at least one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) in aggregate for bodily injury and property damage. The policy shall not exclude or except from coverage any of the Work required to be performed under this Agreement.

B. **Automobile.** Contractor shall maintain comprehensive automobile insurance throughout the duration of this Agreement of at least one million dollars (\$1,000,000) per occurrence of bodily injury or property damage. The policy shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the Work described herein.

C. **Subcontractors.** Contractor shall include all subcontractors as insureds under the policies required herein, or, shall provide MRCA with certificates and endorsements for each subcontractor. Coverage of subcontractors shall be subject to the requirements outlined herein. Likewise, Contractor shall require all subcontractors to secure the same policies required of Contractor herein. Subcontractors shall name the Contractor, MRCA, and Additional Insureds as additional insured parties on said policies.

D. **Workers Compensation.** Contractor shall, at all times during the Term of this Agreement and completion of Work, maintain appropriate workers compensation insurance as required by California law. By entering into this Agreement, Contractor acknowledges its obligations to all employees under the California Labor Code and represents that it will comply with all requirements therein. As a condition precedent to the effectiveness of this Agreement proof of required coverage will be provided to MRCA by Contractor. In no event will the MRCA or Additional Insureds be responsible for any claims in law or equity due to the failure of the Contractor to comply with the terms of the provisions of this Section or this Agreement.

E. **Primary Coverage.** Any insurance required of the Contractor herein shall serve as the primary coverage for the MRCA. Any insurance policy maintained by the MRCA shall be in excess of the Contractor's insurance.

F. **Notice.** Each policy required herein shall contain a clause providing that written notice shall be given to the MRCA pursuant to Section 24 herein, 30 days prior to any termination, cancellation, suspension, or reduction in coverage or limits.

G. **Separate Coverage.** Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is filed, except with respect to the limits of insurer's liability.

**10. Defense, Hold Harmless, Indemnification.** Contractor at its sole cost and

expense, shall protect, defend, indemnify and hold harmless the MRCA and each of the other Additional Insureds, their agents, officers, and employees from and against all claims, damages, lawsuits, mechanics' liens, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the Work described herein, the or any related act, failure to act, error, or omission, of Contractor or any related person or entity. Nothing contained herein is intended to conflict with the provision of Civil Code Sections 2782(a) or 2782(b).

Contractor further agrees to execute and be bound by all the provisions of the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto and incorporated by reference herein as Exhibit B.

#### **11. Bond Requirements.**

As a condition precedent to the effectiveness of this Agreement Contractor will deliver to MRCA evidence of and maintain in effect the following bonds: 1) A labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and 3) upon project completion and acceptance by the MRCA, a one year warrantee bond in an amount equal to ten percent (10%) of the contract price.

The bonds shall comply with the requirements of California Civil Code Section 3248 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds must also be in a form acceptable to MRCA's legal counsel.

The Attorney-in-Fact who executes the bonds on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the MRCA or fails to furnish reports as to its financial condition as requested by the MRCA, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the MRCA and of persons supplying labor or materials in the prosecution of the Work completed under this Agreement.

Failure by Contractor to furnish or maintain the bonds required herein shall constitute material breach of the terms of this Agreement.

**12. Contractor's guarantee.** Contractor hereby unconditionally guarantees that the Work will be done in accordance with the requirements of the Agreement and further guarantees that the Work will be done and will remain free of defects in workmanship and materials for a period of one year from the date of the Notice of Completion. Contractor hereby agrees to repair and/or replace and all portions of the Work, along with any adjacent Work damaged or necessary to remove, without any expense whatsoever to MRCA.

MRCA shall notify Contractor of any defective Work or any Work not in accordance with the requirements of this Agreement. Within ten (10) working days of written notice, Contractor shall commence correction and/or completion of said defective or incomplete Work and shall complete the Work within a reasonable time period. If Contractor fails to comply with this requirement, MRCA may complete, or have Work completed, at Contractor's expense.

Nothing contained herein shall be construed as a waiver of any rights the MRCA may have to file suit or otherwise bring an action or claim for negligence or defective Work related to the Project under existing law.

**13. Suspension and Termination for Convenience/Funding Limitation.**

A. Suspension. Without limiting any rights which MRCA may have by reason of default by Contractor hereunder, MRCA, at its sole discretion, may suspend this Agreement and any or all Work thereunder, in whole or in part, at any time, and for any reason. Such suspension shall be effective immediately upon delivery of notice of suspension to Contractor, or any other time specified by MRCA in said notice. Contractor shall, upon receipt of notice of suspension, cease all Work at the Project site and shall incur no further costs or expenses other than those specified by MRCA in the notice. If MRCA elects to suspend the Agreement and Work there under, Contractor shall submit an itemized statement for payment which shall be processed by MRCA pursuant to Section 3.

B. Termination for Convenience. Without limiting any rights with MRCA may have by reason of default by Contractor hereunder, MRCA, at its sole discretion, may terminate this Agreement, in whole or in part, at any time, and for any reason. Such termination shall be effective immediately upon delivery to Contractor of notice of termination, or any other time specified by MRCA in said notice. Contractor shall, upon receipt of notice of termination, cease all Work at the Project site and shall incur no further costs or expenses other than those specified by MRCA in the notice. If MRCA elects to terminate for convenience, MRCA shall pay Contractor for all Work satisfactorily completed prior to the effective date of the termination, plus reasonable overhead and profit on the portion of work satisfactorily completed. In the event of termination for convenience, MRCA reserves the right to terminate or assume Contractor's role in any and all subcontracts entered into by Contractor prior to the effective date of termination.

C. Funding Limitation. The ability of the MRCA to enter this Agreement is based upon available funding from one or more sources. Without limiting any rights the MRCA may have based on any other provision of this Agreement, in the event that such funding fails, is reduced, is suspended, is frozen, or is modified, from one or more sources, the MRCA hereby reserves the option to terminate under Subsection B above. Any reduction or modification of this Agreement made pursuant to this provision must comply with Section 19 below.

D. MRCA reserves the right to reduce or modify this Agreement, or any of its terms, upon 7 days' written notice to Contractor.

**14. Nondiscrimination.** In performance of the terms of this Agreement and the Work hereunder, Contractor shall not engage in, nor permit subcontractors to engage in discrimination in employment of persons based on age, race, color, religion, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735. Contractor hereby agrees to complete and sign the Statement of Nondiscrimination attached hereto as Exhibit C.

**15. MRCA Property.**

A. Personal Property of the MRCA. Any personal property of the MRCA provided to

Contractor by the MRCA pursuant to this Agreement is, and at the termination of the Agreement, will remain the sole and exclusive property of the MRCA. Contractor will use reasonable care to protect, safeguard, and maintain such property while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to property that results from the Contractor's negligence.

B. Plans, Drawings, and Specifications. All plans, drawings, specifications, and other Agreement or Project documents provided to the Contractor by the MRCA or produced by the Contractor under this Agreement are, and shall remain the property of the MRCA and will be returned to MRCA at the termination of the Work under the Agreement. Contractor shall maintain at the site, for MRCA's review, one copy of all such documents, along with any other necessary documents or modifications, at the Project site at all times in good condition. Contractor shall record all changes made during construction on said documents. These shall constitute the "as built" drawings, which shall be considered property of the MRCA and must be turned over to the MRCA prior to final inspection and/or Notice of Completion.

C. Contractor's Work Product. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer media (disks, tapes, memory chips, flash drives, etc.), soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or other intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's Work under this Agreements are, and at the termination of this Agreement, remain the sole exclusive property of the MRCA. At the termination of the Agreement, Contractor will convey possession and title to any such property to the MRCA.

**16. Records and Audit.** Contractor shall prepare and maintain any and all records required by federal, state, or local law. Contractor shall maintain such records for at least five (5) years from the termination or completion of this Agreement. During this period, Contractor shall make said records available for review upon request by the MRCA. MRCA shall have the right to audit, inspect and evaluate all records and all Work done pursuant to this Agreement.

**17. Assignment.** With the exceptions of those duties subcontracted to MRCA-approved subcontractors under the terms of this Agreement, Contractor shall not assign or subcontract any part of this Agreement to any other party without the express written consent of the MRCA. Contractor shall not assign any compensation due under this Agreement without the express written consent of the MRCA.

**18. Default.**

A. Default and notice. If Contractor abandons the Project, fails to carry out the Work in a timely manner, or fails to fulfill any other obligation under this Agreement, the MRCA may declare Contractor to be in default and shall have the right to terminate this agreement. Upon declaring Contractor in default, MRCA will provide Contractor with five (5) working day's written notice to cure the default. If Contractor is unwilling or unable to cure default to MRCA's satisfaction within this period of time, termination of this Agreement will be final.

B. Waiver of default. Waiver by MRCA or Contractor of default by the other party to this Agreement shall not be construed to constitute a waiver of any other subsequent or prior default. Waiver of default shall not constitute a modification or amendment of this Agreement

unless done so pursuant to the terms of Section 19.

C. Completion of Work. In the event that Contractor defaults or neglects to complete any aspect of the Work in accordance with the Agreement or Contract Documents, MRCA may, without prejudice to any other provision herein, upon seven (7) days written notice to Contractor, complete said portion of Work or other deficiency. MRCA shall issue an amendment to Scope of Work, Schedule of Work, and/or Compensation as appropriate pursuant to Section 19.

#### **19. Amendment/Change Orders.**

A. The terms of this Agreement may be extended, modified, or amended only by the mutual written consent of the parties hereto. Any such modification shall be executed by authorized representatives of both the Contractor and the MRCA and shall be attached hereto.

B. The MRCA may, without invalidating or otherwise altering the terms of the Agreement, order changes ("Change Order") to the scope of the Work consisting of additions, deletions, or other revisions. The Schedule of Work and the Compensation due to the Contractor shall be amended accordingly. All such changes shall be in the form of a Change Order, an example of which is attached hereto as Exhibit D. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the MRCA has been unjustly enriched by any alteration or addition to the Work, regardless of the accuracy of such claim, shall be the basis of any claim for an increase in any amounts due under this Agreement or for a change in any time period provided for herein in the absence of a duly executed Change Order. Change Orders initiated by Contractor shall be authorized at the sole discretion of the MRCA.

C. Agreement by mutual execution of any Change Order shall constitute final settlement of all matters relating to the change in the Work subject to the Change Order, including, but not limited to, all direct and indirect costs associated with such Change Order, any impact on any portion of the Work unchanged by the Change Order, and any and all adjustments to the total Compensation or the Schedule of Work.

D. The cost or credit to the MRCA resulting from a Change Order shall be determined in one or more of the following ways:

I. Adding or deducting a lump sum or amount determined by unit price agreed upon between the parties;

II. By adding (1) the actual net cost to the Contractor of labor according to established rates; (2) the actual cost to the Contractor of materials, equipment, and/or subcontractors and such other direct costs as may be approved by the MRCA, less all savings, discounts, rebates, and credits; (3) if required, reasonable allowance for bonds and insurance not to exceed 1% of the subtotal of items 1 and 2; (4) reasonable allowance for profit and/or overhead not to exceed 5% of the total cost of the Change Order.

Items (1) through (5) apply regardless of whether the Change Order is a increase or decrease to the Compensation.

III. Any other method of resolution determined by the MRCA.

E. Contractor hereby acknowledges that Change Orders resulting in increases to the Compensation of a certain amount may require authorization by the MRCA Governing Board. MRCA will notify Contractor immediately when Governing Board approval will be required.

F. Notwithstanding the foregoing, the MRCA shall have the authority to order minor changes in the Work not involving an adjustment in the Compensation or an extension of the Schedule of Work and not otherwise inconsistent with the Contract Documents. Such changes may be ordered by written field order. Such changes shall be binding on both the MRCA and Contractor.

G. Contractor shall be obligated to proceed with Change Order Work before the cost or credit is determined, if so directed by MRCA.

**20. Known and Concealed Site Conditions.**

A. Site Inspection. Contractor is responsible for a thorough review of all plans, surveys, and any other documents received from MRCA regarding site conditions, as well as for performing a comprehensive site inspection to evaluate the conditions and limitations under which the Work will be performed, including, without limitation: (1) location, condition, layout, and nature of the Project site and surrounding areas; (2) generally prevailing climactic conditions to allow Contractor to reasonably anticipate adverse weather conditions; (3) anticipated labor supply and costs; (4) availability and cost of materials, tools, and equipment; (5) any other conditions that reasonably should have been discovered by Contractor. Contractor shall ensure that any and all subcontractors perform similar inspections necessary to their respective portion of the Work. MRCA shall not be liable, or required to make any adjustment to this Agreement, for any damages or delay due to failure by the Contractor or subcontractor(s) to comply with the requirements of this section, except as provided for in Government Code Section 4215.

B. Concealed Site Conditions. Contractor shall not be entitled to additional Compensation or an extension of time due to the discovery of previously concealed conditions at the Project Site that should have been discovered during the course of the site inspection pursuant to the foregoing paragraph, or that were disclosed to Contractor by MRCA in the Contract Document or any other communication during any portion of the bidding process or Agreement Term. In the event that Contractor, in the course of performing the Work herein, discovers any concealed condition that could not reasonably have been discovered by a thorough site review or reasonably anticipated, it shall immediately notify MRCA in writing of said discovery. If it is determined by MRCA that the concealed conditions could not have reasonably been anticipated and were not otherwise disclosed to the Contractor, it may allow an equitable amendment to the Agreement pursuant to Section 19.

**20. Claims less than \$375k.** This Contract is subject to the provisions of Article 1.5 of the California Public Contract Code, commencing with Section 20104, *et seq.* regarding claims or disputes of less than three hundred seventy five thousand dollars (\$375,000). Contractor hereby acknowledges the contents of Article 1.5 and agrees to comply with and be bound by the provisions thereof.

**21. Confidentiality.** Contractor shall comply with all applicable laws and/or ordinances regarding the maintenance of all records related to the Work under this Agreement. Contractor

shall make any and all records available to the MRCA upon request. MRCA is subject to the California Public Records Act and shall notify Contractor in the event of a Public Records Act request. Contractor shall keep records private and confidential at all times and shall not release any record unless at the direction of the MRCA.

**22. Conflicts.** Contractor represents that it has no existing conflict of interest, direct or indirect that would interfere with its Work on this Project and that it will not acquire any such interest during the Term of this Agreement.

**23. Post agreement covenant.** Contractor shall not use any confidential or privileged information obtained in the course of its Work under this Agreement for personal benefit. For a period of two years from the date of Termination, Contractor shall not seek employment or enter into a contractual agreement with any entity which has or will have an adverse or conflicting interest with, or has been an adverse party in litigation to the MRCA during the course of this Agreement.

**23. Severability.** In the event that a court of law finds any portion or portions of this Agreement invalid or in violation of any local, state, or federal law, regulation, or ordinance, the remaining provisions shall remain in effect to the extent that the provisions of this Agreement are severable.

**24. Attorneys Fees.** Should any party hereto commence any action or proceeding to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision of this Agreement or for declaratory relief or specific performance, the prevailing party shall be entitled to recover from the losing party or parties such amount as the court may adjudge to be reasonable attorneys' fees for services rendered to the prevailing party in such action or proceeding.

**25. Force Majeure.** Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure).

**26. Calculation of Time.** All references to days shall be calendar days unless noted otherwise.

**27. Choice of Law.** This Agreement shall be governed by the laws of the State of California.

**28. Entire agreement.** This Agreement represents the entire agreement of the parties, and no representations, inducements, promises or agreements otherwise between the parties not contained herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, or terminated unless it is done so in writing pursuant to Section 19 herein.

**29. Notice.** Any required notice, communication, amendment, or Change Order, including change of address, of either party hereto during the term of this Agreement, shall be in writing and may be personally delivered or sent by first class mail to the addresses as follows:



Contractor Name  
Agreement ####/##  
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MRCA:  
Joseph T. Edmiston, Executive Officer  
5750 Ramirez Canyon  
Malibu, CA 90265

Contractor:  
Name, Title  
Street Address  
City, CA 90000

With a copy to:  
Attention: Cara Meyer  
570 West Avenue 26, Suite 100  
Los Angeles, CA 90065

[Signature page follows.]

Contractor Name  
Agreement ####/###  
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**IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN, AS OF THE DATE SET FORTH ABOVE.**

MOUNTAINS RECREATION AND  
CONSERVATION AUTHORITY:

CONTRACTOR  
NAME:

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Signature

Cara Meyer  
Contracts Officer

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Signature

Name  
Title

## EXHIBIT A – LIST OF EXHIBITS

Exhibit A – List of Exhibits

Exhibit B – Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution

Exhibit C – Contractor's Statement of Nondiscrimination

Exhibit D – Proposed Change Order Form

Exhibit E – Scope of Work

Exhibit F – Cost Breakdown

Exhibit G – General Conditions – Refer to Bid Package dated \_/\_/\_

Exhibit H – Notice to Proceed

Exhibit I – MRCA Board authorization

**EXHIBIT B  
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF  
SUBROGATION AND CONTRIBUTION**

As used herein, "Indemnitor" shall refer to Contractor, and "Indemnitees" shall refer collectively to the Santa Monica Mountains Conservancy (SMMC), the Mountains Recreation Conservation Authority (MRCA), the Rancho Simi Recreation and Park District, and the Conejo Recreation and Park District, and their elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns.

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

INDEMNITOR  
CONTRACTOR NAME:

---

Signature  
Name, Title



# EXHIBIT G – GENERAL CONDITIONS

## 01 01 02 GENERAL CONDITIONS

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## **ARTICLE 1 – GENERAL PROVISIONS**

### **1.1 BASIC DEFINITIONS**

“Agreement” means the written Contract between Contractor and MRCA set forth in the Contract Documents.

“Contract Documents” means the Conditions of the Contract, Exhibits to the Contract, General Conditions, Special Conditions, if any, the Drawings, the Specifications, all Addenda issued prior to award, and all Modifications thereto. The approved Cost Breakdown and approved Schedule of Work are Exhibits to the Contract.

“Contract Sum” means the total amount of Compensation stated in the Agreement for the performance of the Work, as adjusted by Change Order.

“Contract Time” means the number of days set forth in the Agreement, as adjusted by Change Order, within which Contractor must achieve Final Completion.

“Cost Breakdown” means the detailed description of the Contract Sum, with the cost of each Work Activity and all associated costs itemized as separate line items.

“Day” shall mean calendar day, unless otherwise specifically provided.

“MRCA” means the Mountains Recreation and Conservation Authority, a local public agency exercising joint powers of Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District pursuant to Section 6500, et seq. of the Government Code.

“Project” means the Work of the Contract and all other work, labor, equipment, and materials necessary to accomplish the Project. The Project may include construction by MRCA or by Separate Contractors.

“Schedule of Work” means the detailed description of a practical plan to perform and complete the Work within the Contract Time, indicating critical path items and milestones.

“Subcontractor” means a person or firm that has a contract with Contractor or with a Subcontractor to perform a portion of the Work, including suppliers. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of all tiers.

“Work” means all construction, services and other requirements of the Contract Documents as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.1 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **1.2 OWNERSHIP AND USE OF CONTRACT DOCUMENTS**

1.2.1 The Contract Documents and all copies thereof furnished to or provided by Contractor are the property of MRCA and are not to be used on other work.



- 1.2.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. All Work mentioned or indicated in the Contract Documents, and all Work reasonably inferable from them, shall be performed by the Contractor as part of the Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.
- 1.2.3 In the event of conflict between any of the Contract Documents, the provision placing a more stringent requirement on the Contractor shall prevail. In the event of conflicts or discrepancies among the Contract Documents interpretations will be based on the order of precedence as follows:
- .1 Permits from the public regulatory agencies and departments as may be required for the Work by Applicable Law, including directives from regulatory agency inspectors.
  - .2 Change Orders and Unilateral Change Orders
  - .3 The Agreement, including all exhibits
  - .4 Addenda
  - .5 Bid/Proposal
  - .6 Special Conditions
  - .7 Technical Specifications
  - .8 General Conditions
  - .9 Plans
  - .10 Standard Plans that are specifically referenced, and *Standard Specifications for Public Works Construction* (“Greenbook”) excluding Part 1, latest edition at time of bid.
  - .11 Manufacturer’s Specifications
- 1.2.5 Each and every provision and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause is included herein. If through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon application of either Party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.
- 1.2.6 The Conditions of the Project shall include the specific conditions set forth in this document including the “Standard Specifications for Public Works Construction,” most current edition and supplement as of the award of Contract. This publication is commonly known as the “Greenbook” and is promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Associated General Contractors of California. In the case of inconsistencies between the provisions of the Contract Documents and the provisions of the

Greenbook, the provisions of the Contract Documents shall control. This provision does not apply to Work not included in the Greenbook.

- 1.2.7 Quantities listed in the Contract Documents, including but not limited to civil earthwork import/export amounts and material counts, is provided for general permitting and plan check purposes only. Contractor shall verify all quantities before beginning the work based on the existing site conditions, existing topographic survey, if available, and the planned improvements. Contractor is responsible for all quantities required to perform the work in accordance with the Contract Documents.

## **ARTICLE 2 – MRCA**

### **2.1 INFORMATION AND SERVICES PROVIDED BY MRCA**

- 2.1.1 If required for performance of the Work, as determined by MRCA, MRCA will make available a survey describing known physical characteristics, boundaries, easements, and utility locations for the Project site, if such a survey exists.
- 2.1.2 Contractor will be furnished up to five copies of the Contract Documents as MRCA deems reasonably necessary for execution of the Work.
- 2.1.3 MRCA will provide, no later than the date designated in the Schedule of Work accepted by MRCA, access to the lands and facilities upon which the Work is to be performed, including such access and other lands and facilities designated in the Contract Documents for use by Contractor.

### **2.2 MRCA'S RIGHT TO STOP THE WORK**

- 2.2.1 If Contractor fails to correct Defective Work as required by Article 12.4 or fails to perform the Work in accordance with the Contract Documents, MRCA may direct Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated by Contractor. Contractor shall not be entitled to any adjustment of Contract Time or Contract Sum as a result of any such order.

### **2.3 MRCA'S RIGHT TO CARRY OUT THE WORK**

- 2.3.1 If Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services to maintain the Schedule of Work, or otherwise fails to comply with any material term of the Contract Documents, and, after receipt of written notice from MRCA, fails within 7 (seven) days, excluding Saturdays, Sundays and legal holidays, or within such additional time as the MRCA may specify, to correct such failure, MRCA may, without prejudice to other remedies MRCA may have, correct such failure at Contractor's expense. In such case, MRCA will be entitled to deduct from payments then or thereafter due Contractor the cost of correcting such failure, including without limitation compensation for the additional services and expenses of MRCA 's consultants made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the additional amount to MRCA.

## **ARTICLE 3 – CONTRACTOR**

### **3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

- 3.1.1 Contractor shall carefully study and compare each of the Contract Documents with the others and with information furnished by MRCA, and shall promptly report in writing to MRCA any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with Applicable Code Requirements observed by Contractor.
- 3.1.2 Contractor shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to MRCA's Representative.
- 3.1.3 If Contractor performs any construction activity which it knows or should know involves an error, inconsistency, or omission referred to in Articles 3.1.1 and 3.1.2, without notifying and obtaining the written consent of MRCA's Representative, Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting Defective Work.
- 3.1.4 Contractor shall contact DigAlert prior to starting any grading and/or excavation activities.

### **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

- 3.2.1 Contractor shall supervise, coordinate, and direct the Work using Contractor's best skills and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work under the Contract.
- 3.2.2 Contractor shall at all times maintain good discipline and order among its employees and Subcontractors. Contractor shall provide competent, fully qualified personnel to perform the Work. Contractor shall be responsible to MRCA for acts and omissions of Contractor's employees, Subcontractors, Material Suppliers, and their agents and employees, and any other persons or entities performing any of the Work under a direct or indirect contract with Contractor.
- 3.2.3 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Prior to beginning the Work, Contractor shall submit to MRCA the name of the superintendent and the names, if any, of other employees that are authorized to represent Contractor.
- 3.2.4 The Superintendent or other authorized Contractor's Project Representative shall attend all job meetings, be actively involved throughout all phases of the Work and maintain oversight of the Project at all times.

### **3.3 LABOR AND MATERIALS**

- 3.3.1 Unless otherwise provided in the Contract, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and Final Completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 3.3.2 Contractor shall coordinate its Work with that of all others on the Project including deliveries, storage, installations, and construction utilities. Contractor shall be responsible for space requirements, locations and staging of its equipment in areas and location acceptable to MRCA representative.
- 3.3.3 Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. When required in writing by MRCA, Contractor or any Subcontractor shall immediately remove from the Project site any person who is, in the reasonable determination of MRCA, incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails to properly perform the Work, and shall not again employ such discharged person on the Work. Such discharge shall not be the basis of any claim for compensation or damages against MRCA or any of its officers or agents.
- 3.3.4 Contractor shall employ highly skilled and trained craftpersons together with such other employees as required by applicable, laws, rules and ordinances. Each craft shall be under constant supervision by qualified superintendent or other designated supervisor to ensure that Work performed is of highest quality. Current specialty certifications, approvals and licenses of building product manufacturers shall be held by those performing the Work, as applicable.

### **3.4 CONTRACTOR'S WARRANTY**

- 3.4.1 Contractor warrants to MRCA that all materials and equipment used in or incorporated into the Work will be of good quality, new, and free of liens, claims, and security interests of third parties; that the Work and all products will be of good quality and free from defects; and that the Work will conform with the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly accepted by MRCA, shall be deemed defective. If required by MRCA, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. No substitute "or equal" material or equipment shall be installed without written approval of MRCA.
- 3.4.2 Contractor shall obtain in the name of MRCA, or transfer or assign to MRCA or MRCA's designee prior to the time of Final Completion of the Work, any and all warranties or guarantees which Contractor is required to obtain pursuant to the Contract Documents and which Contractor obtained from any other person or entity other than Contractor including, but not limited to, Subcontractors and manufacturers, and further agrees to perform Work in such a manner so as to preserve any and all such warranties. Contractor shall secure warranties from all Subcontractors in the form approved by MRCA.

### **3.5 TAXES**

- 3.5.1 Contractor shall pay all sales, consumer, use, and similar taxes for the Work or portions thereof provided by Contractor and such taxes shall be included in the Contract Sum.

### **3.6 PERMITS, FEES, AND NOTICES**

- 3.6.1 Except for the permits and approvals with respect to which MRCA is not subject, Contractor shall secure and pay for all permits, approvals, government fees, licenses, and inspections necessary for the proper execution and performance of the Work. Contractor shall deliver to MRCA all original licenses, permits, and approvals obtained by Contractor in connection with the Work prior to the final payment or upon termination of the Contract, whichever is earlier.
- 3.6.2 Contractor shall comply with and give notices required by Applicable Law and lawful orders of public authorities with jurisdiction over the Work.

### **3.7 APPLICABLE CODE REQUIREMENTS**

- 3.7.1 Contractor shall perform the Work in accordance with all applicable code requirements. Contractor is responsible to be fully informed as to the applicable code requirements affecting the Work and to ascertain that the Contractor's Submittals, and the Work, are in accordance with applicable code requirements. If the Contractor observes that any portions of the Contract Documents are at variance with applicable code requirements, Contractor shall promptly notify MRCA representative in writing by RFI.
- 3.7.2 If the Contractor performs any Work when the Contractor knows or should have reasonably known it would be contrary to applicable code requirements, Contractor shall assume full responsibility therefore and shall bear all risks and costs directly and indirectly attributable to the correction of the Work.
- 3.7.3 If the Contractor is prevented, in any manner, from strict compliance with the Contract Documents due to applicable code requirements, directly or indirectly, the Contractor shall immediately notify MRCA representative.

### **3.8 SCHEDULES REQUIRED OF CONTRACTOR**

- 3.8.1 Contractor shall provide MRCA with a Schedule of Work that will provide in sufficient detail the chronological relationship of all activities of the Work, including but not limited to start and completion dates of various activities. Said schedule should also include time for submittal and review of shop drawings to MRCA for approval, procurement of materials, scheduling of equipment, and the removal, protection, or relocation of utilities if said activities are pertinent to Contractor's obligations under the Contract.

The Schedule of Work shall not exceed time limits set forth in the Contract Documents and shall comply with all of the scheduling requirements as set forth in the Specifications. Failure to submit a schedule or submittal of a schedule which shows completion of the Work beyond the specified completion date shall be deemed a material breach by the Contractor. The schedule must indicate the beginning and completion of all phases of construction and shall use the "critical

path method” (commonly called CPM) for the value reporting, planning and scheduling, of all Work required under the Contract Documents.

- 3.8.2 The Schedule of Work must demonstrate the project will be completed within the Contract Time and shall include Inclement Weather Days based on NOAA average. The Weather Days shall be shown on the schedule and if not used will become float.
- 3.8.3 The Schedule of Work shall contain both a Substantial Completion Date and a Completion Date, which shall be no more than 30 days after Substantial Completion. Punchlist activities shall be included in the baseline schedule.
- 3.8.3 The Schedule of Work shall include critical dates for MRCA actions so as not to delay the Project, for example approval of mockups, etc.
- 3.8.4 Contractor shall provide MRCA with a Submittal Schedule for each submittal required by the Contract Documents, including but not limited to Shop Drawings, Product Data, Samples, Mockups, Operations and Maintenance Manuals, and Closeout items, coordinated with other activities in the Schedule of Work.
- 3.8.5 All Schedules are due to MRCA for review within 10 days after receipt of the Notice of Intent to Award Bid as the apparent lowest responsible Bidder.
- 3.8.6 Prior to commencement of Work, Contractor shall prepare and submit to Owner a detailed Site Logistics Plan, in same size and scale of Drawings, setting forth Contractor’s plan of Work relative, but not limited, to hauling routes, construction parking, material layout areas and storage, staging, deliveries, site fencing and gates, sanitary facilities and Storm Water Pollution Prevention Plan (SWPPP).

### **3.9 AS-BUILT DOCUMENTS**

- 3.9.1 Contractor shall maintain one set of As-built drawings and specifications, which shall be kept up to date during the Work of the Contract. Contractor shall maintain one copy of the As-built drawings at the site for MRCA’s review at all times in good condition. All changes which are incorporated into the Work which differ from the documents as drawn and written shall be noted on the As-built set. Notations shall reflect the actual materials, equipment and installation methods used for the Work and each revision shall be initialed and dated by Superintendent. Prior to filing of the Notice of Completion each drawing and the specification cover shall be signed by Contractor and dated attesting to the completeness of the information noted therein.
- 3.9.2 As-built Documents shall be turned over to the MRCA, in both hard copy and PDF format, and shall become part of the Record Documents. As-built drawings shall be submitted to MRCA on a monthly basis for review and approval. Per Article 9.3.4, an Application for Payment may not be approved if Contractor’s obligation to maintain As-built drawings is not met.

### **3.10 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

- 3.10.1 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how Contractor proposes to

conform to the information given and the design concept expressed in the Contract Documents.

- 3.10.2 Contractor shall review, approve, and submit to MRCA Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness, in such sequence as to cause no delay in the Work or in the activities of MRCA or of Separate Contractors, and in accordance with the Submittal Schedule.
- 3.10.3 Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been reviewed by MRCA and no exceptions have been taken by MRCA.
- 3.10.4 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, Contractor represents that it has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents and Shop Drawings for related Work.
- 3.10.5 If Contractor discovers any conflicts, omissions, or errors in Shop Drawings or other submittals, Contractor shall notify MRCA immediately and receive instruction before proceeding with the affected Work.
- 3.10.6 Samples of materials shall be provided in the full range of color, texture, and pattern for selection by MRCA. Submittal for any items requiring color selection must be received before item will be approved.
- 3.10.7 Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - .1 Build mockups in location and of size indicated or, if not indicated, as directed by MRCA. Notify MRCA in advance when mockups will be constructed. Obtain MRCA's approval of mockups before starting work, fabrication, or construction.
  - .2 Mockups shall demonstrate the proposed range of aesthetic effects and workmanship.
  - .3 Obtain MRCA approval of mockups before starting work, fabrication or construction.
  - .4 Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - .5 Demolish and remove mockups when directed unless otherwise indicated.
- 3.10.8 Submittals must identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed work.

### **3.11 USE OF SITE AND CLEAN UP**

- 3.11.1 Contractor shall, during performance of the Work, keep the Project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by Contractor. Contractor shall remove all excess dirt, waste material, and rubbish caused by the Contractor; tools; equipment; machinery; and surplus materials from the Project site and surrounding area at the completion of the Work.
- 3.11.2 Personnel of Contractor and Subcontractors shall not occupy, live upon, or otherwise make use of the Project site during any time that Work is not being performed at the Project site, except as otherwise provided in the Contract Documents.

### **3.12 CUTTING, FITTING, AND PATCHING**

- 3.12.1 Contractor shall do all cutting, fitting, or patching of the Work required to make all parts of the Work come together properly and to allow the Work to receive or be received by work of Separate Contractors shown upon, or reasonably implied by, the Contract Documents.
- 3.12.2 Contractor shall not endanger the Work, the Project, or adjacent property by cutting, digging, or otherwise. Contractor shall not cut or alter the work of any Separate Contractor without the prior consent of MRCA's Representative.
- 3.12.3 Employ skilled workers to perform cutting and patching, using methods least likely to damage elements retained or adjoining construction. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
- 3.12.4 Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- 3.12.5 Protect in-place construction during cutting and patching to prevent damage.
- 3.12.6 Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
- 3.12.7 Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### **3.13 ACCESS TO WORK**

- 3.13.1 MRCA, their consultants, and other persons authorized by MRCA will at all times have access to the Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access and for inspection.



### **3.14 ROYALTIES AND PATENTS**

3.14.1 Contractor shall pay all royalties and license fees required for the performance of the Work. Contractor shall defend suits or claims resulting from Contractor's or any Subcontractor's infringement of patent rights and shall Indemnify, defend and hold harmless MRCA and MRCA from losses on account thereof.

### **3.15 DIFFERING SITE CONDITIONS**

3.15.1 If Contractor encounters any of the following conditions at the site, Contractor shall immediately notify the MRCA in writing of the specific differing conditions before they are disturbed and before any affected Work is performed, and permit investigation of the conditions:

- .1 Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents, or that were disclosed to Contractor by MRCA; or
- .2 Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

3.15.2 If it is determined by MRCA that the concealed conditions could not have reasonably been anticipated and were not otherwise disclosed to the Contractor, Contractor shall be entitled to an adjustment to the Contract Sum and/or Contract Time as the result of extra costs and/or delays resulting from a materially differing site condition, if and only if Contractor fulfills the following conditions:

- .1 Contractor fully complies with Article 3.15.1; and
- .2 Contractor fully complies with Article 4 (including the timely filing of a Change Order Request and all other requirements for Change Orders Requests and Claims).

3.15.3 Adjustments to the Contract Sum and/or Contract Time shall be subject to the procedures and limitations set forth in Articles 7 and 8.

### **3.16 INFORMATION AVAILABLE TO BIDDERS**

3.16.1 Any information provided is subject to the following provisions:

- .1 The information is made available for the convenience of Bidders and is not a part of the Contract.
- .2 The Contractor may rely on written descriptions of physical conditions included in the information to the extent such reliance is reasonable.
- .3 Other components of the information, including but not limited to recommendations, may not be relied upon by Contractor. MRCA shall not be responsible for any interpretation of or conclusion drawn from the other components of the information by the Contractor.
- .4 This section pertains only to items listed as "Information" in the Specifications, including but not limited to geotechnical reports and environmental studies.

### **3.17 LIABILITY FOR AND REPAIR OF DAMAGED WORK**

- 3.17.1 Contractor shall be liable for any and all damages and losses to the Project (whether by fire, theft, vandalism, earthquake, flood or otherwise) prior to MRCA's acceptance of the Project as fully completed except that Contractor shall not be liable for Acts of God (as used herein, "Acts of God" shall include only earthquakes in excess of a magnitude of 3.5 on the Richter Scale within close proximity of the project site and tidal waves) or flood, provided that the loss was not caused in whole or in part by the negligent acts or omissions of Contractor, its officers, agents or employees (including all Subcontractors and suppliers). As used herein, "flood" shall have the same meaning as in builder's risk property insurance. Damages caused by an Act of God must be promptly reported to MRCA and documented.
- 3.17.2 At MRCA's discretion, MRCA may carry Builder's Risk property insurance or request a Cost Proposal from Contractor to do so. Regardless of the policy holder, Contractor shall be responsible to pay all deductibles and produce all documentation for claims. Contractor's Builder's Risk insurance shall be the primary coverage in the event MRCA carries a policy.
- 3.17.3 Contractor is responsible for protecting the Project from inclement weather conditions.

### **3.18 INDEMNIFICATION BY CONTRACTOR**

- 3.18.1 Contractor is required to indemnify, defend and hold harmless MRCA and other parties to the extent stated in the Agreement.

### **3.19 PROJECT CLOSEOUT DOCUMENTS**

- 3.19.1 Contractor is required to turn over three complete hard-copy sets of all closeout documents, organized and clearly labeled in 3-ring binders or bankers boxes. Contractor is required to submit one digital copy of all closeout documents on a portable media drive (flash drive, external hard drive, CD, etc.) with files organized and labeled.

### **3.20 SUBSTITUTIONS**

- 3.20.1 Requests for substitutions shall be made no more than thirty-five (35) days after the award of Contract.
- 3.20.2 If a substitute is proposed, Contractor shall provide a statement indicating why specified product or fabrication or installation cannot be provided, coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution, cost information, including a proposal of change, if any, in the Contract Sum and/or Contract Time. Contractor shall submit product data, including drawings and descriptions of products and fabrication and installation procedures. Contractor shall submit evidence that the substitute is equal to or better than the specified item.
- 3.20.3 If a substitute is proposed, Contractor shall also provide the following upon request:

- .1 samples;
- .2 certificates and qualification data;
- .3 list of similar installations for completed projects with project names and addresses;
- .4 comparison of Contractor's construction schedule using proposed substitution;
- .5 Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of
  - i. failure of proposed substitution to produce indicated results, or
  - ii. inability to procure the originally specified materials in time to meet the prescribed schedule after the proposed substitution is rejected.

3.20.4 MRCA is not obligated to accept proposed substitutions.

## **ARTICLE 4 – ADMINISTRATION OF THE CONTRACT AND PROJECT**

### **4.1 ADMINISTRATION OF THE CONTRACT**

4.1.1 The MRCA will provide general administration of the Agreement including performance of the functions hereinafter described.

### **4.2 CONTRACTOR CHANGE ORDER REQUESTS**

4.2.1 Contractor may request changes to the Contract Sum and/or Contract Time for Extra Work, materially differing site conditions, or Delays to Final Completion of the Work.

4.2.2 Conditions precedent to obtaining an adjustment of the Contract Sum and/or Contract Time, payment of money, or other relief with respect to the Contract Documents, for any other reason, are:

- .1 Timely submission of a Change Order Request that meets the requirements of Articles 4.2.3.1 and 4.2.3.2; and
- .2 If requested, timely submission of additional informational requested by MRCA pursuant to Article 4.2.3.3.

4.2.3 Change Order Request:

- .1 A Change Order Request will be deemed timely submitted if, and only if, it is submitted within 7 days of the date the Contractor discovers, or reasonably should discover the circumstances giving rise to the Change Order Request, unless additional time is allowed in writing by MRCA for submission of the Change Order Request.
- .2 A Change Order Request must state that it is a Change Order Request, state and justify the reason for the request, state the effect of the change on the Work, specify the amount of any requested adjustment of the Contract Sum (including itemized list of costs), include an updated

Schedule of Work, and specify any requested adjustment of the Contract Time. Use available total float before requesting an extension of the Contract Time.

- .3 Upon request of MRCA's Representative, Contractor shall submit such additional information as may be requested by MRCA for the purpose of evaluating the Change Order Request.

4.2.4 MRCA will make a decision on a Change Order Request within a reasonable time.

### **4.3 MRCA-INITIATED PROPOSAL REQUESTS**

4.3.1 MRCA may order changes to the Work that may require adjustment to the Contract Sum or Contract Time. Such requests are not instructions either to stop work in progress or to execute the proposed change.

4.3.2 Within time specified in Proposal Request, Contractor shall submit a Cost Proposal estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change. The quotation must specify the amount of any requested adjustment of the Contract Sum (including itemized list of costs), include an updated Schedule of Work, and specify any requested adjustment of the Contract Time. Use available total float before requesting an extension of the Contract Time.

### **4.4 REQUESTS FOR INFORMATION (RFI)**

4.4.1 Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified. Include a detailed, legible description of item needing information or interpretation and the following:

- .1 Project name/location.
- .2 Date.
- .3 Name of Contractor.
- .4 RFI number, numbered sequentially.
- .5 RFI subject.
- .6 Drawing number and detail references, and Specification Section number and title and related paragraphs, as appropriate.
- .7 Field dimensions and conditions, as appropriate.
- .8 Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
- .9 Contractor's signature.
- .10 Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

4.4.2 MRCA will review each RFI, determine action required, and respond. Allow seven (7) working days for response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day. Incomplete RFIs or inaccurately prepared RFIs will be returned without action.

4.4.3 Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. On receipt of MRCA's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify MRCA within seven (7) days if Contractor disagrees with response.

#### **4.5 PROJECT MEETINGS**

4.5.1 Meetings shall be conducted at Project site unless otherwise indicated. Contractor shall inform participants, MRCA, and individuals whose presence is required of date and time of each meeting. MRCA may invite other parties to attend any meeting at its discretion.

4.5.2 Entity responsible for conducting meeting shall prepare and distribute meeting agenda, and prepare and distribute minutes recording significant discussions and agreements achieved within three (3) days of the meeting. Participants shall review draft minutes and notify the preparer of any disputed items prior to the next meeting.

4.5.3 MRCA will schedule and conduct a preconstruction conference before starting construction no later than fifteen (15) days after execution of the Agreement. Attendees shall include the following: Authorized representatives of MRCA and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

4.5.4 The preconstruction conference is held to discuss items of significance that could affect progress, including the following:

- .1 Tentative construction schedule.
- .2 Schedule of Values.
- .3 Phasing.
- .4 Critical work sequencing and long-lead items.
- .5 Designation of key personnel and their duties.
- .6 Procedures for processing field decisions and Change Orders.
- .7 Procedures for RFIs.
- .8 Procedures for testing and inspecting.
- .9 Procedures for processing Applications for Payment.
- .10 Distribution of the Contract Documents.
- .11 Submittal procedures.
- .12 Preparation of record documents.

- .13 Use of the premises.
- .14 Work restrictions.
- .15 Working hours.
- .16 Owner's occupancy requirements.
- .17 Responsibility for temporary facilities and controls.
- .18 Procedures for moisture and mold control.
- .19 Procedures for disruptions and shutdowns.
- .20 Construction waste management and recycling.
- .21 Parking availability.
- .22 Office, work, and storage areas.
- .23 Equipment deliveries and priorities.
- .24 First aid, Health and Safety Plan.
- .25 Security.
- .26 Progress cleaning.
- .27 Waste Management Plan.

4.5.5 Contractor shall conduct progress meetings at weekly intervals, or other interval approved by MRCA. In addition to representatives of MRCA, attendees shall include the superintendent, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work. Weekly reports required by the Agreement may be submitted to MRCA at the weekly progress meetings. At MRCA's sole discretion weekly meetings may be conducted by the MRCA's Representative.

4.5.6 The progress meetings are held to review and discuss project progress and other topics for discussion as appropriate to status of Project, including the following:

- .1 Interface requirements.
- .2 Sequence of operations.
- .3 Status of submittals.
- .4 Deliveries.
- .5 Off-site fabrication.
- .6 Access.
- .7 Site utilization.
- .8 Temporary facilities and controls.
- .9 Progress cleaning.

- .10 Quality and work standards.
- .11 Status of correction of deficient items.
- .12 Field observations.
- .13 Status of RFIs.
- .14 Status of proposal requests.
- .15 Pending changes.
- .16 Status of Change Orders.
- .17 Pending claims and disputes.
- .18 Documentation of information for payment requests.
- .19 Proposed revisions to SWPPP, Waste Management Plan, and all other approved documents.

## **ARTICLE 5 – SUBCONTRACTORS**

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

- 5.1.1 Unless otherwise stated in the Contract Documents, Contractor shall submit in writing, prior to entering into subcontract agreements, the names and addresses of all Subcontractors proposed for the Work that were not previously listed in Contractor's Bid.
- 5.1.2 Any Subcontractor may be disqualified if MRCA determines that such Subcontractor fails to meet the requirements of the Contract Documents or for any other reason.
- 5.1.3 Except as hereinafter provided, any increase in the cost of the Work resulting from the replacement or substitution of a Subcontractor, as required by MRCA pursuant to Article 5.1.1 shall be borne solely by Contractor and Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time on account of such replacement or substitution.

### **5.2 SUBCONTRACTUAL RELATIONS**

- 5.2.1 Any part of the Work performed for Contractor by a Subcontractor shall be pursuant to a written subcontract. Each such subcontract shall be in conformance with the requirements stated in the Contract.
- 5.2.2 Upon its execution, Contractor shall promptly furnish to MRCA a true, complete, and executed copy of any subcontract.
- 5.2.3 The Contractor shall not make any substitution for any Subcontractor or person or organization who has been accepted by the MRCA, unless the substitution is accepted in writing by the MRCA.
- 5.2.4 The MRCA shall not have any obligations to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

5.2.5 MRCA retains the right to issue joint checks for payment at its discretion.

## **ARTICLE 6 – CONSTRUCTION BY MRCA OR BY SEPARATE CONTRACTORS**

### **6.1 MRCA'S RIGHT TO PERFORM CONSTRUCTION AND AWARD SEPARATE CONTRACTS**

- 6.1.1 MRCA reserves the right to award separate contracts for, or to perform with its own forces, construction or operations related to the Work or other construction or operations at or affecting the Project site, including portions of the Work which have been deleted by Change Order. Contractor shall cooperate with MRCA's forces and Separate Contractors.
- 6.1.2 MRCA will provide coordination of the activities of MRCA's forces and of each Separate Contractor with the Work of Contractor. Contractor shall participate with MRCA and Separate Contractors in joint review of construction schedules and Project requirements when directed to do so. Contractor shall make necessary revisions to the Contract Schedule after such joint review.

### **6.2 MUTUAL RESPONSIBILITY**

- 6.2.1 Contractor shall afford MRCA and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Contractor shall connect, schedule, and coordinate its construction and operations with the construction and operations of MRCA and Separate Contractors as required by the Contract Documents.
- 6.2.2 If a portion of the Work is dependent upon the proper execution or results of other construction or operations by MRCA or Separate Contractors, Contractor shall inspect such other construction or operations before proceeding with that portion of the Work. Contractor shall promptly report to MRCA in writing apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Work. Unless otherwise directed by MRCA's Representative, Contractor shall not proceed with the portion of the Work affected until apparent discrepancies or defects have been corrected. Failure of Contractor to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by MRCA or Separate Contractors is suitable to receive the Work, except as to defects not then reasonably discoverable.

### **6.3 MRCA'S RIGHT TO CLEAN UP**

- 6.3.1 If a dispute arises between Contractor and Separate Contractors as to the responsibility under their respective contracts for maintaining the Project site and surrounding areas free from waste materials and rubbish, MRCA may clean up and allocate the cost between those firms it deems to be responsible.



## **ARTICLE 7 – CHANGES IN THE WORK**

### **7.1 CHANGES**

7.1.1 MRCA may, from time to time, order or authorize additions, deletions, and other changes in the Work by Change Order or Field Order without invalidating the terms of the Agreement and without notice to sureties. Absence of such notice shall not relieve such sureties of any of their obligations to MRCA.

### **7.2 CHANGE ORDER PROCEDURES**

7.2.1 A Change Order is a Contract Document which has been signed by both MRCA and Contractor, and states their agreement, as applicable, to the following: A change in the Work, if any; The amount of an adjustment of the Contract Sum, if any; The amount of an adjustment of the Contract Time, if any; and/or A modification to any other Agreement term or condition.

7.2.2 Contractor shall provide a Proposed Change Order and Cost Proposal pursuant to Article 4.2 and this Article 7.2 of the General Conditions. Adjustments of the Contract Sum resulting from Extra Work and Deductive Work shall be determined per the methods stated in the Agreement. Adjustments of the Contract Time shall be subject to the provisions in Article 8. Contractor's obligation to provide Cost Proposals shall be subject to the following:

- .1 The obligation of Contractor to provide Cost Proposals is not Extra Work, and shall not entitle the Contractor to an adjustment of the Contract Sum or Contract Time.
- .2 The failure of Contractor to timely provide a Cost Proposal pursuant to Article 4.2 and this Article 7.2 is a material breach of the Contract. Contractor shall be responsible for any delay in implementing a change for which Contractor failed to timely provide a Cost Proposal consistent with the requirements of Article 4.2 and this Article 7.2.
- .3 MRCA shall review the Proposed Change Order and Cost Proposal and issue a formal Change Order if found to be satisfactory and in compliance with the Agreement and these General Conditions.

7.2.3 The term "Cost of Extra Work" as used in this Article 7.2 shall mean actual costs incurred or to be incurred by Contractor and each Subcontractor, and shall be limited to the following (to the extent the Contractor demonstrates that the costs are both reasonable and actually incurred, if such costs have been incurred):

- .1 Straight-time wages or salaries for employees incurred as a result of the performance of the Extra Work.
- .2 Fringe Benefits and Payroll Taxes for employees incurred as a result of the performance of the Extra Work.
- .3 Overtime wages or salaries, specifically authorized in writing by MRCA, for employees incurred as a result of the performance of the Extra Work.

- .4 Fringe Benefits and Payroll Taxes for overtime Work specifically authorized in writing by MRCA, for employees incurred as a result of the performance of the Extra Work.
- .5 Costs of materials and consumable items which are furnished and incorporated into the Extra Work, as approved by MRCA. Such costs shall be charged at the lowest price available to the Contractor but in no event shall such costs exceed competitive costs obtainable from other subcontractors, suppliers, manufacturers, and distributors in the area of the Project site. All discounts, rebates, and refunds and all returns from sale of surplus materials and consumable items shall accrue to MRCA and Contractor shall make provisions so that they may be obtained.
- .6 Sales taxes on the costs of materials and consumable items which are incorporated into and used in the performance of the Extra Work.
- .7 Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by MRCA, exclusive of hand tools, used directly in the performance of the Extra Work. Such rental charges shall be charged at the lowest price available to the Contractor, but in no event shall such costs exceed the current Equipment Rental Rates published by the California Department of Transportation for the area in which the work is performed. Contractor shall attach a copy of said schedule to the Cost Proposal. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work.
- .8 Additional costs of royalties and permits due to the performance of the Extra Work.
- .9 Overhead and Profit shall not exceed 5% of items .1 through .8 above.
- .10 The cost for Insurance and Bonds shall not exceed 2% of items .1 through .9 above.

MRCA and Contractor may agree upon rates to be charged for any of the items listed in this Article 7.2.3. Contractor shall promptly refund to MRCA any amounts (including associated mark-ups) in excess of the actual costs of such items.

7.2.4 Cost of Extra Work shall not include any of the following:

- .1 Superintendent(s).
- .2 Assistant Superintendent(s).
- .3 Project Engineer(s).
- .4 Project Manager(s).
- .5 Scheduler(s).
- .6 Estimator(s).
- .7 Small tools (Replacement value does not exceed \$300).
- .8 Office expenses including staff, materials and supplies.

- .9 On-site or off-site trailer and storage rental and expenses.
  - .10 Site fencing.
  - .11 Vehicles and equipment not used to complete the Extra Work.
  - .12 Utilities including gas, electric, sewer, water, telephone, facsimile, copier equipment.
  - .13 Data processing personnel and equipment.
  - .14 Federal, state, or local business income and franchise taxes.
  - .15 Costs and expenses of any kind or item not specifically and expressly included in Article 7.2.3.
  - .16 Warranty.
- 7.2.5 As a condition to Contractor's right to an adjustment of the Contract Sum, Contractor must keep daily detailed and accurate records itemizing each element of cost and shall provide substantiating records and documentation, including time cards and invoices. Such records and documentation shall be submitted to MRCA for verification and signature on the day the work is performed.
- 7.2.6 The Contract Sum will be adjusted for a delay if, and only if, Contractor demonstrates that all of the following conditions are met:
- .1 Condition Number One: The delay results in an extension of the Contract Time.
  - .2 Condition Number Two: The delay is caused solely by one or more of the following:
    - .1 An error or omission in the Contract Documents; or
    - .2 The MRCA's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of the Contractor; or
    - .3 The failure of the MRCA to perform any Contract obligation where the failure to so perform is not the result of any default or misconduct of the Contractor.
    - .4 A materially differing site condition pursuant to Article 3.15.
  - .3 Condition Number Three: The delay is not concurrent with a delay caused by an event other than those listed in Article 7.2.6.2.
  - .4 Condition Number Four: Critical path work was unavoidably delayed.
- 7.2.7 For each day of delay that meets all conditions prescribed in Article 7.2.6 the Contract Sum will be adjusted by a daily rate. Said daily rate shall not apply to delays occurring after Substantial Completion. The daily rate may not include expenses for Contractor's off-site operations, offices, etc. The adjustment may be calculated by one of two ways, whichever is lower:

- .1 The daily rate included in the Bid and specifically identified as the rate to be paid to Contractor for Compensable Delays.
  - .2 A negotiated daily rate based on substantiated expenses.
- 7.2.8 Except as provided in Articles 7 and 8, Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.
- 7.2.9. Proposed Change Orders shall include request for changes to the Contract Time. Requests to extend the Contract Time for previously approved Change Orders will not be accepted. Changes to the Contract Time will not be approved if critical path work was not affected.

### **7.3 FIELD ORDERS**

- 7.3.1 A Field Order is a Contract Document issued by the MRCA that orders the Contractor to perform Work. A Field Order does not require the agreement of Contractor, and shall be valid with or without the signature of Contractor. A Field Order may state that it does or does not constitute a change in the Work and may, but need not, entitle Contractor to an adjustment of the Contract Sum or Contract Time.
- 7.3.2 Upon receipt of a Field Order, Contractor shall promptly proceed to perform the Work as ordered in the Field Order notwithstanding any disagreement by the Contractor concerning whether the Work is extra.

## **ARTICLE 8 – CONTRACT TIME**

### **8.1 COMMENCEMENT OF THE WORK**

- 8.1.1 The date of commencement of the Work shall be set forth in the Notice To Proceed.

### **8.2 DELAY**

- 8.2.1 Except and only to the extent provided otherwise in Articles 7 and 8, by signing the Agreement, Contractor agrees to bear the risk of delays to the Work that Contractor's bid for the Contract was made with full knowledge of this risk. In agreeing to bear the risk of delays to the Work, Contractor understands that, except and only to the extent provided otherwise in Articles 7 and 8, the occurrence of events that delay the Work shall not excuse Contractor from its obligation to achieve Final Completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

### **8.3 ADJUSTMENT OF THE CONTRACT TIME FOR DELAY**

- 8.3.1 Subject to Article 8.3.2, the Contract Time will be extended for each day of delay for which Contractor demonstrates that all of the following conditions have been met; a time extension will not be granted for any day of delay for which Contractor fails to demonstrate compliance with the following conditions:
- .1 Condition Number One: The delay is critical. A delay is critical if and only to the extent it delays a work activity that cannot be delayed without

delaying Final Completion of the Work beyond the Contract Time. A delay is critical if and only to the extent the delay pushes Final Completion of the Work to a date that is beyond the Contract Time.

- .2 Condition Number Two: Within 7 days of the date the Contractor discovers or reasonably should discover an act, error, omission or unforeseen condition or event causing the delay, (even if the Contractor has not been delayed when the Contractor discovers or reasonably should discover the act, error, omission or unforeseen condition giving rise to the delay) the Contractor submits both a timely and complete Change Order Request that meets the requirements of Article 4.2.
- .3 Condition Number Three: The delay is not caused by:
  - .1 A concealed, unforeseen or unknown condition or event except for a materially differing site condition pursuant to Article 3.15; or
  - .2 The financial inability, misconduct or default of the Contractor, a Subcontractor or supplier; or
  - .3 The unavailability of materials or parts.
- .4 Condition Number Four: The delay is caused by:
  - .1 Fire; or
  - .2 Strikes, boycotts, or like obstructive actions by labor organizations; or
  - .3 Acts of God (As used herein, "Acts of God" shall include only earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves); or
  - .4 Rainfall exceeding 1" as measured at the nearest National Weather Service station, provided that Contractor notified MRCA immediately upon determining that no work can be performed that day due to rainfall, and provided that all Inclement Weather Days in the baseline schedule pursuant to Article 3.8 have been used; or
  - .4 A materially differing site condition pursuant to Article 3.15; or
  - .5 An error or omission in the Contract; or
  - .6 The MRCA's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of the Contractor; or
  - .7 The MRCA's decision to suspend the Work, where such decision is not the result of any default or misconduct of the Contractor; or
  - .8 The failure of the MRCA to timely perform any Contract obligation unless such failure is due to Contractor's default or misconduct. Contractor must have previously notified MRCA of the potential for delay.

- .5 Condition Number Five: Contractor has taken all reasonable measures to avoid and minimize the delay and, notwithstanding such measures, the delay occurred.
- 8.3.2 If and only if a delay meets all conditions prescribed in Article 8.3.1, then a time extension will be granted for each regular work day that Final Completion of the Work is delayed beyond the Contract Time, subject to the following:
- .1 When two or more delays (each of which meet all conditions prescribed in Article 8.3.1) occur simultaneously or concurrently on the same day, and each such concurrent delay by itself without consideration of the other delays would be critical, then all such concurrent delays shall be considered critical. For the purpose of determining whether and to what extent the Contract Time should be adjusted pursuant to Article 8.3.2, such concurrent critical delays shall be treated as a single delay for each such day.
  - .2 Contractor shall be entitled to a time extension for a day of delay that meets all requirements of Article 8.3.1 if the delay is simultaneous or concurrent with a delay that does not meet all seven conditions of Article 8.3.1.
- 8.3.3 Inclement Weather: The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by NOAA weather data. The weather days shall be shown on the schedule and if not used will become float. The Contractor will not be allowed a day-for-day weather delay when the contract is bid for construction during a period that normally includes inclement weather. A day-for-day extension will only be allowed for those days in excess of the norm. The contractor is expected to work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the Work under construction from the effects of inclement weather.

#### **8.4 COMPENSATION FOR DELAY**

- 8.4.1 To the maximum extent allowed by law, any adjustment of the Contract Sum as the result of delays shall be limited to the amounts specified in Article 7. Such adjustment shall, to the maximum extent allowed by law, constitute payment in full for all delay related costs (including costs for disruption, interruption and hindrance, general conditions, on and off-site overhead and profit) of Contractor, its Suppliers and Subcontractors, and all persons and entities working under or claiming through Contractor in connection with the Project.
- 8.4.2 By signing the Agreement, the parties agree that the MRCA is buying the right to do any or all of the following, which are reasonable and within the contemplation of the parties:
- .1 To order changes in the Work, regardless of the extent and number of changes, including without limitation:

- .1 Changes to correct errors or omissions, if any, in the Contract Documents.
  - .2 Changes resulting from the MRCA's decision to change the scope of the Work subsequent to execution of the Contract.
  - .3 Changes due to unforeseen conditions.
- .2 To suspend the Work or any part thereof.
  - .3 To delay the Work, including without limitation, delays resulting from the failure of the MRCA to timely perform any Agreement obligation and delays for MRCA's convenience. Contractor shall advise MRCA in writing that such a delay will occur, in advance of the delay.
- 8.4.3 Nothing in these General Conditions shall limit MRCA's ability to suspend or terminate the project as specified in the Agreement.

## **ARTICLE 9 – PAYMENTS AND COMPLETION**

### **9.1 COST BREAKDOWN**

- 9.1.1 Within 10 days after receipt of the Notice of Intent to Award Bid as the apparent lowest responsible Bidder, and with the Agreement, Contractor shall submit to MRCA a Cost Breakdown of the Contract Sum. The Cost Breakdown shall itemize as separate line items the cost of each Work Activity and all associated costs. Insurance and bonds shall each be listed as separate line items. Subcontract amounts in excess of 5% of the Contract Sum shall each be listed as separate line items. The total of all line items shall equal the Contract Sum. The Cost Breakdown, when approved by the MRCA, shall become the basis for determining the cost of Work performed for Contractor's Applications for Payment.
- 9.1.2 The Cost Breakdown must be consistent with Contractor's Schedule of Bid Items.
- 9.1.3 The Cost Breakdown shall be coordinated with Contractor's Schedule of Work. Provide a separate line item for each part of the Work where payment requests may include materials or equipment purchased or fabricated and stored, but not yet installed. Each item in the Cost Breakdown shall be complete, with proportionate share of general overhead and profit for each item.
- 9.1.4 The Cost Breakdown shall be updated whenever a Change Order is approved.
- 9.1.5 Cost Proposals and Proposed Change Orders should be consistent with the Cost Breakdown.

### **9.2 PROGRESS PAYMENT**

- 9.2.1 MRCA agrees to pay monthly to Contractor, subject to Article 9.3.4, an amount equal to 90% of the sum of the following:
- .1 Cost, as specified in the Cost Breakdown, of all Work in permanent place as of the date of the Contractor's Application For Payment, including all work in permanent place by Subcontractors as of that date.

- .2 Less amounts previously paid.
- .3 Less retention as specified in Agreement.

9.2.2 Actions and submittals that must precede or coincide with the initial progress payment request include, but are not limited to, the following:

- .1 List of subcontractors
- .2 Cost Breakdown
- .3 Performance and payment bonds
- .4 List of principal suppliers and fabricators
- .5 Certificates of Insurance
- .6 Schedule of Work
- .7 Submittal Schedule
- .8 Emergency Contact List
- .9 Safety Plan, Site Logistics Plan, Storm Water Pollution Prevention Plan (SWPPP) and Waste Management Plan
- .10 Copies of authorizations and licenses from governing authorities for performance of the Work

9.2.3 After Substantial Completion and subject to Article 9.3.4, MRCA will make any of the remaining progress payments.

9.2.4 Applications For Payment shall not include request for payment on account of (1) changes which have not been authorized by Change Orders or (2) amounts Contractor does not intend to pay a Subcontractor because of a dispute or other reason.

9.2.5 If required by MRCA, an Application For Payment shall be accompanied by (1) a summary showing payments that will be made to Subcontractors covered by such application and conditional releases upon progress payment or final payment and (2) unconditional waivers and releases of claims and stop notices, in such form determined by MRCA, from each Subcontractor listed in the preceding Application For Payment covering sums disbursed pursuant to that preceding Application For Payment.

9.2.6 Contractor warrants that, upon submittal of an Application For Payment, all Work, for which payment has been received from MRCA, shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, Subcontractors, or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment relating to the Work.

9.2.7 At the sole discretion of MRCA, MRCA may approve for inclusion in the Application For Payment the cost of materials not yet incorporated in the Work but already delivered and suitably stored either at the Project site or at some other appropriate location acceptable to MRCA. In such case, Contractor shall furnish evidence satisfactory to MRCA (1) of the cost of such materials and (2)



that such materials are under the exclusive control of Contractor. Only materials to be incorporated in the Work will be considered for payment. Any payment shall not be construed as acceptance of such materials nor relieve Contractor from sole responsibility for the care and protection of such materials; nor relieve Contractor from risk of loss to such materials from any cause whatsoever; nor relieve Contractor from its obligation to complete the Work in accordance with the Agreement; nor act as a waiver of the right of MRCA to require fulfillment of all terms of the Agreement. Nothing contained within this Article 9.2.7 shall be deemed to obligate MRCA to agree to payment for any non-incorporated materials or any part thereof, payment being in the sole and absolute discretion of MRCA.

### **9.3 APPLICATION FOR PAYMENT**

- 9.3.1 No more than once per month, Contractor shall submit to MRCA an itemized Application For Payment, for the cost of the Work in permanent place, as approved by MRCA, which has been completed in accordance with the Contract Documents, less amounts previously paid, and meeting the requirements stated in the Agreement.
- 9.3.2 Contractor warrants that, upon submittal of an Application For Payment, all Work, for which payment has been received from MRCA, shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, Subcontractors, or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment relating to the Work.
- 9.3.3 Contractor shall first submit a draft or “pencil” Application for Payment. Within five (5) working days after the receipt, excluding Saturdays, Sundays and legal holidays, MRCA shall review the Application For Payment and either authorize payment or notify Contractor of unapproved items. Contractor shall have three (3) days to revise (if required) and resubmit a final Application For Payment, otherwise MRCA may authorize Payment in the amount that MRCA determines to be properly due without regard to such Application For Payment. Contractor’s signature on Applications for Payment shall be notarized upon MRCA request. An Application for Payment is not considered undisputed until approved, by signature by MRCA or MRCA’s representative, and all required items have been submitted.
- 9.3.4 Approval of all or any part of an Application For Payment may be withheld, and all or part of a previous Payment may be nullified and that amount withheld from a current Payment on account of any failure of Contractor to perform its obligations under the Contract Documents.
- 9.3.5 Subject to the withholding provisions of Article 9.3.4 and the Agreement, MRCA will pay Contractor the approved amount no later than 30 days after the Application for Payment is received.
- 9.3.6 Applications for Payment must be signed by a person authorized to sign legal documents on behalf of Contractor. Submit three (3) signed and original copies of each payment request to Owner. One copy shall include original signed

conditional and unconditional waivers and releases from both Contractor and Subcontractors as applicable, certified payroll, and other documents as required.

#### **9.4 BENEFICIAL OCCUPANCY**

9.4.1 MRCA reserves the right, at its option and convenience, to occupy or otherwise make use of any part of the Work at any time prior to Substantial Completion or Final Completion upon 10 days' notice to Contractor. Such occupancy or use is herein referred to as "Beneficial Occupancy." Beneficial Occupancy shall be subject to the following condition: Contractor shall continue to maintain all insurance required by the Contract in full force and effect.

#### **9.5 SUBSTANTIAL COMPLETION**

9.5.1 "Substantial Completion" means the stage in the progress of the Work, as determined by MRCA, when the Work is complete and in accordance with the Contract Documents except only for completion of minor items which do not impair MRCA's ability to occupy and fully utilize the Work for its intended purpose and a Certificate of Occupancy has been issued.

9.5.2 When Contractor gives notice to MRCA that the Work is substantially complete, unless MRCA determines that the Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, MRCA will inspect the Work, and prepare and give to Contractor a comprehensive list of items (the "punch list") to be completed or corrected before establishing Substantial Completion. Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. If MRCA's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, Contractor shall complete or correct such item. Contractor shall then submit a request for another inspection by MRCA to determine Substantial Completion. Costs for additional inspection by MRCA shall be deducted from any monies due and payable to Contractor.

9.5.3 When MRCA determines that the Work is substantially complete, and occupancy has been approved, the MRCA will prepare a Notice of Substantial Completion, which, when signed by MRCA, shall establish the date of Substantial Completion and the responsibilities of MRCA and Contractor for security, maintenance, utilities, insurance, and damage to the Work.

#### **9.6 FINAL COMPLETION AND FINAL PAYMENT**

9.6.1 Upon receipt of notice from Contractor that the Work is ready for final inspection, MRCA will make such inspection. Final Completion shall be when MRCA determines that the Work is fully completed and in accordance with the Contract Documents including without limitation satisfaction of all "punch list" items and determines that a Certificate of Occupancy has been issued. After receipt of the final undisputed Application For Payment, if MRCA determines that Final Completion has occurred, MRCA will issue the final Payment, less applicable retention.

- 9.6.2 Neither final payment nor any retention shall become due until Contractor submits all items required under the Contract.
- 9.6.3 The final payment, less applicable retention, shall be made, subject to the satisfaction of all other conditions to final payment and pursuant to the process described in Section 9.3.
- 9.6.4 MRCA will file a Notice of Completion within 10 days after Final Completion. The retention payment shall be made, subject to the satisfaction of all other conditions to retention payment, 60 days after the filing of the Notice of Completion..1 If a Notice of Completion is not filed, the retention payment shall be made, subject to the satisfaction of all other conditions to retention payment, 60 days after the date of Final Completion.
- 9.6.5 Acceptance of final payment by Contractor shall constitute a waiver of all claims, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application For Payment.
- 9.6.6 Actions and submittals that must precede or coincide with the final payment request include, but are not limited to, the following:
- .1 Occupancy permits, Certificates of Release, and similar approvals by authorities having legal jurisdiction over the Work.
  - .2 Removal of temporary facilities and services.
  - .3 Removal of surplus materials, rubbish, and similar elements.
  - .4 Meter readings for utilities as of MRCA occupancy date.
  - .5 Change over information related to MRCA occupancy, use, operation, and maintenance.
  - .6 Final cleaning.
  - .7 Ensure that incomplete Work is not accepted and will be completed without undue delay.
  - .8 Advice on shifting insurance coverage.
  - .9 List of defective Work, recognized as exceptions to certificate of Substantial Completion.
  - .10 Completion of final punch list items.
  - .11 Identification of unsettled claims.
  - .12 Proof that taxes, fees, and similar obligations are paid.
  - .13 Waivers and releases.
- 9.6.7 Actions and submittals that must precede or coincide with the retention payment include, but are not limited to, the following:
- .1 Testing, adjusting, and balance records.
  - .2 Start-up performance reports.

- .3 MRCA training and orientations.
  - .4 Change of locks to MRCA system.
  - .5 Completion of Contract Closeout requirements.
  - .6 Delivery of Project record documents to MRCA, including but not limited to as-built drawings.
  - .7 Delivery of extra materials, products and/or stock.
  - .8 Operating and maintenance instruction manuals.
  - .9 Consent of surety to final payment.
  - .10 Warranties, guarantees and maintenance agreements.
  - .11 Unconditional waiver for final payment.
- 9.6.8 All required items shall be submitted in both digital and hard copy formats.

## **ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

10.1.1 Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract and shall take adequate precautions for safety of and shall provide adequate protection to prevent damage, injury, or loss to employees and other persons who may be affected thereby, the Work and materials to be incorporated therein, and property at the Project site and adjoining property.

**10.1.2 Contractor shall submit for MRCA approval a detailed plan for worker protection during the excavation of trenches five feet or more in depth. Such plan shall be submitted in advance of excavation and shall indicate 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 such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.**

### **10.2 EMERGENCIES**

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

### **10.3 HAZARDOUS MATERIALS**

10.3.1 Contractor shall, without disturbing the condition, notify MRCA in writing as soon as Contractor has knowledge of the discovery of any of the following conditions:

- .1 The presence of any material that the Contractor believes is hazardous waste;

- .2 Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or
  - .3 Unknown physical conditions at the site of any unusual nature, different material for those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- 10.3.2 Pending a determination by MRCA of appropriate action to be taken, Contractor shall provide security measures adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- 10.3.3 MRCA shall promptly investigate the reported conditions and determine, in MRCA's sole discretion, if the conditions do materially differ, or do involve hazardous waste.
- 10.3.4 The Contract Sum and/or Time will not be adjusted if conditions do not materially differ, are determined not to involve hazardous waste, or for baseless claims of hazardous conditions.

## **ARTICLE 11 – INSURANCE AND BONDS**

### **11.1 CONTRACTOR'S INSURANCE**

11.1.1 Contractor shall, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and MRCA from claims, such as for bodily injury, wrongful death, and property damage, which may arise out of or result from the Work required by the Contract Documents, whether such Work is done by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The amounts of such insurance and any additional insurance requirements are specified in the Contract.

### **11.2 PERFORMANCE BOND AND PAYMENT BOND**

11.2.1 Contractor shall furnish bonds covering the faithful performance of the Agreement and payment of obligations arising thereunder as specified in the Agreement.

## **ARTICLE 12 – QUALITY REQUIREMENTS**

### **12.1 EXECUTION**

12.1.1 Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Owner promptly. Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices. Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Contractor shall be responsible for schedule delay for unforeseen conditions that may have been identified in the project site survey.

It is Contractor's responsibility to examine the project site and after investigation, to decide for itself the character of materials, equipment and utilities to be encountered and all other existing conditions affecting the Work. It is also Contractor's responsibility to provide sufficient costs to cover the provision of all items of Work under existing conditions.

- 12.1.2 Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated. All work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- 12.1.3 Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
- 12.1.4 Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- 12.1.5 Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest. Adjust equipment for proper operation. Adjust operating components for proper operation without binding. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- 12.1.6 Contractor shall take all measures necessary to preserve and protect existing and completed Work free from damage, deterioration, soiling and staining, until acceptance of the Work.
- 12.1.7 Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standard and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting and finishing the Work. Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the project.
- 12.1.8 Contractor is fully responsible for quality control of all materials used on the Project. Materials shall be subject to inspection by the MRCA representative. If MRCA determines that materials do not comply with the Contract Documents, said materials shall be made to conform thereto. Material found to be unsatisfactory will be rejected and, if so ordered by MRCA representative, shall be immediately removed from the Site at the expense of the Contractor. If Contractor fails to comply with any such order, the MRCA representative may cause said unsatisfactory material to be removed, and shall require that the

defective material be replaced. The cost of the removal of the defective material, and the replacement thereof, shall be deducted from any money due, or to become due, to the Contractor.

12.1.9 Before delivering to the Project any dirt, rock, gravel, or sand, Contractor shall notify the MRCA representative of the source of said materials so the MRCA representative can have an opportunity to examine and test materials as necessary.

12.1.10 When no quality basis is prescribed, the quality shall be in accordance with the best accepted practices of the construction industry for the locale of the project, for similar projects, and in compliance with applicable codes, laws, rules and regulations of authorities having jurisdiction.

## **12.2 TESTS AND INSPECTION**

12.2.1 Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

12.2.2 Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct. Where indicated, engage a manufacturer's representative to observe and inspect the Work.

12.2.3 Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

12.2.4 Prepare a record of tests and inspections. Include the following: Date test or inspection was conducted; Description of the Work tested or inspected; Date test or inspection results were transmitted to Architect; and Identification of testing agency or special inspector conducting test or inspection. Maintain log at Project site.

12.2.5 Work shall be subject to verification of quality by MRCA. Contractor shall cooperate by making Work available for observation, inspection and testing. Such verification may include observation, inspection and testing at mill, plant, shop, or project site locations where products for the Work are manufactured, fabricated, or assembled. Contractor shall provide all information and assistance necessary for verification of quality. Prior to expiration of guaranty period provided under the Contract, MRCA may exercise its right to re-inspection.

## **12.3 UNCOVERING OF WORK**

12.3.1 If a portion of the Work is covered contrary to MRCA's Representative's request or direction, or contrary to the requirements of the Contract Documents, it must, if

required in writing by MRCA's Representative, be uncovered for MRCA's Representative's observation and be replaced at Contractor's expense without adjustment of the Contract Time or the Contract Sum.

## **12.4 CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD**

12.4.1 Unless otherwise provided in the Certificate of Substantial Completion, the Guarantee To Repair Period for the Work covered by the Certificate of Substantial Completion, shall commence on the date of Substantial Completion of the Work except that Substantial Completion shall not commence the Guarantee to Repair Period for any equipment or systems that:

- .1 Are not fully operational (equipment or systems shall not be considered fully operational if they are intended to provide service to any portion of the building which the MRCA has neither Beneficially Occupied nor accepted as Substantially Complete); or
- .2 Are not accepted by the MRCA.

The Guarantee To Repair Period for equipment or systems which become fully operational and accepted subsequent to Substantial Completion will begin on the date of their written acceptance by MRCA.

12.4.2 Contractor shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Guarantee To Repair Period and (2) replace, repair, or restore to MRCA's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from MRCA, but in no case later than 10 days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs resulting from such Defective Work.

12.4.3 Contractor's obligations under this Article 12 are in addition to and not in limitation of its warranty under Article 3.4 or any other obligation of Contractor under the Contract Documents. Enforcement of Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies MRCA may have under the Contract Documents or at law or in equity for Defective Work.

12.5.4 Acceptance of defective work, without specific written acknowledgement and approval of MRCA and, as applicable, authorities having jurisdiction, shall not relieve the Contractor of the obligation to correct such Work.

## **ARTICLE 13 – CONSTRUCTION SUSTAINABILITY REQUIREMENTS**

### **13.1 GENERAL SUSTAINABILITY REQUIREMENTS**

13.1.1 Contractor shall comply with all environmental and sustainability requirements noted in the Contract Documents. The following are general requirements:



- .1 Air: Employ construction practices that minimize dust production and combustion byproducts and abide by local air quality requirements.
- .2 Water: Avoid materials that can leach toxic chemicals into the ground water. Do not allow toxic chemicals to enter sewers or storm drains.
- .3 Soil: Protect against erosion and topsoil depletion.
- .4 Habitats: Protect natural habitats and ecological systems on facility site.
- .5 Noise: Minimize noise generation during construction. Operate power equipment in accordance with local noise restrictions.
- .6 Control of invasive plants: Contractor shall maintain an invasive plant free construction site. Clean vehicles prior to arrival at the site, if vehicles have been parked off of pavement. Any fill, rock, or additional topsoil needed shall be obtained from an MRCA-approved source. All areas disturbed by construction shall be re-vegetated using approved native plants. Reseeding of all areas disturbed and not otherwise planted with trees and shrubs or covered with mulch is required.

13.1.2 Contractor shall not willfully use excessive amounts of potable water or electricity.

## **13.2 WASTE MANAGEMENT**

13.2.1 The Contractor shall develop a Waste Management Plan for MRCA approval. The Waste Management Plan shall employ processes that ensure the generation of as little waste as possible. Waste disposal in landfills shall be minimized. The Contractor shall reduce, reuse, and/or recycle, to the maximum extent feasible, the construction and demolition debris, green waste, and incidental waste generated by the project. All material unsuitable for recycling must be disposed of, in a legal manner, at public or private landfills outside the site. The waste management plan shall include at a minimum the following:

- .1 List of proposed materials to be reused or recycled.
- .2 List of recycling facilities, reuse facilities, landfills and other disposal area(s) to be used. Include name, location and phone number.
- .3 List of materials that cannot be recycled or reused with explanation or justification.
- .4 Storage and collection methods of waste and recyclables, handling procedures, and means of keeping recyclables free of contamination.

13.2.2 Contractor shall not burn waste materials.

13.2.3 The cost of all construction sustainability requirements in this Article 13 shall be considered as included in the Contract Sum.

## **13.3 STORMWATER POLLUTION PREVENTION PLAN**

13.3.1 If the Project construction disturbs more than one acre of soil, a Storm Water Pollution Prevention Plan (SWPPP) is required per the California State Water

Resources Control Board. It is the responsibility of the Contractor to implement and maintain the SWPPP and file all reports. The Contractor shall have a Qualified SWPPP Practitioner (QSP). MRCA is the Legally Responsible Person (LRP). Prior to the start of construction, no work having the potential to cause pollution, as determined by the MRCA, shall be performed until the SWPPP measures are in place. Amendments to the SWPPP shall be made whenever there is a change in operation that will affect discharge of pollutants.

13.3.2 This Project lies within the boundaries of the Los Angeles Region of the Regional Water Quality Control Board and shall conform to all requirements of the current Construction General Permit.

13.3.3 The SWPPP shall follow the procedures and format set forth in the latest editions of the Los Angeles County department of Public Works "Construction Site Best Management Practices (BMP) Manual" (BMP Manual"), the "Storm Water Pollution Prevention Plan (SWPPP) Preparation Manual", and any other applicable provisions of the manuals, permits and Federal, State and local regulations that govern the Contractor's operations and storm water discharges from the Project site.

13.3.4 The Contractor shall keep one copy of the approved SWPPP and approved amendments at the project site and made available upon request.

13.3.5 Costs for the implementation, maintenance, and required reporting of the Storm Water Pollution Prevention Plan (SWPPP), shall be considered as included in the Contract Sum.

13.3.6 In addition to the procedures referenced in 13.3.3, Contractor shall comply with the following requirements:

- .1 Sediments shall not be discharged to the Storm Drain system or receiving waters.
- .2 Sediments generated on the Project site shall be contained within the Project site using appropriate BMPs.
- .3 No construction-related materials; waste, spills, or residue shall be discharged from the Project Site to streets, drainage facilities, receiving waters or adjacent property by wind or run-off.
- .4 Non-storm water runoff from equipment, vehicle washing, or any other activity shall be contained with the Project site using appropriate BMPs.
- .5 Erosion from exposed topsoil slopes and channels shall be prevented.
- .6 Minimize grading during the wet season. All erosion susceptible slopes shall be covered, planted or protected in any way that prevents sediment discharge from the Project site.

13.3.7 Review by the MRCA will not relieve the Contractor of the responsibility for the adequacy of the SWPPP or for full compliance with all applicable Federal, State and local laws and regulation that govern water quality.

## **ARTICLE 14 – TEMPORARY FACILITIES AND CONTROLS**

- 14.1 Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Landscape Architect, testing agencies, and authorities having jurisdiction.
- 14.2 Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- 14.3 Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work. Maintain facilities in good operating condition until removal.
- 14.4 Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Recondition base after temporary use, including removing contaminated material, re-grading, proof rolling, compacting, and testing.
- 14.5 Maintain access for fire-fighting equipment and access to fire hydrants.
- 14.6 Provide Project signs as indicated. Unauthorized signs are not permitted. Maintain and touchup signs so they are legible at all times.
- 14.7 Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- 14.8 Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- 14.9 Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

## **ARTICLE 15 – OPERATION AND MAINTENANCE DATA**

- 15.1 Operations and maintenance manuals shall be submitted for project closeout. Submit each manual in final form prior to requesting inspection for Substantial Completion and at least fifteen (15) days before commencing demonstration and training.

- 15.2 Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- 15.3 Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- 15.4 Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. Identify data applicable to the Work and delete references to information not applicable.
- 15.5 Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation. Do not use original project record documents as part of operation and maintenance manuals.
- 15.6 Product Information: Include the following, as applicable:
  - .1 Product name and model number.
  - .2 Manufacturer's name.
  - .3 Equipment identification with serial number of each component.
  - .4 Color, pattern, and texture.
  - .5 Material and chemical composition.
  - .6 Reordering information for specially manufactured products.
  - .7 Operating procedures.
  - .8 Precautions against improper use.
  - .9 License requirements including inspection and renewal dates.
  - .10 Inspection procedures.
  - .11 Repair instructions.
  - .12 Schedule for routine cleaning and maintenance.
  - .13 Types of cleaning agents to be used and methods of cleaning, and list of cleaning agents and methods of cleaning detrimental to product.
  - .14 List of items recommended to be stocked as spare parts.
- 15.7 Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

## 30 01 00

### RECLAIMED PAVEMENTS

#### PART GENERAL

##### 1.1 SUMMARY

SECTION 30 - 1 includes general specifications for constructing reclaimed pavement bases.

##### 1.2 DEFINITION

**OMC:** optimum moisture content

##### 1.3 SUBMITTALS

At least twenty days before starting pavement reclamation work, submit the QC plan.

The QC plan must describe the organization, responsible parties, and procedures you will use to:

1. perform quality control including sampling, testing, and reporting.
2. determine action limits if corrective actions are needed
3. implement corrective actions
4. ensure pulverizing, compacting, grading, and finishing activities are coordinated

the QC plan must include copies of the forms that will be used to provide the required inspection records and sampling and testing results. forms must show project requirements. the form for recording and reporting the QC measurements must show the proportions of materials used.

The quality control plan must include a contingency plan that describes the corrective actions you will take in the event of equipment breakdown.

#### A. Asphaltic Emulsion

For each dilution of asphaltic emulsion used on the finished reclaimed pavement surface submit as an informational submittal:

1. Asphaltic emulsion type
2. Weight ratio of water to bituminous material in the original asphaltic emulsion
3. Weight of asphaltic emulsion before diluting
4. Weight of added water
5. Final dilution weight ratio of water to asphaltic emulsion

#### B. Quality Assurance Submittals

##### 1. Quality Control Reporting

For each area, submit a report daily that includes the following items based on the frequencies for the type of pavement reclamation work performed or if not specified, once per area:

1. General information:
  - 1.1 location description
  - 1.2 beginning and ending stations
2. for asphalt emulsion used on finish reclaimed pavement surface if asphaltic emulsion is specified:
  - 2.1 emulsion type
  - 2.2 Emulsion application with gallons per square yard
  - 2.3 emulsion dilution as the weight ratio of added water to the original asphaltic emulsion
3. calculate supplementary aggregate application rate in pounds per square yard and percent of dry weight of reclaimed processed material if supplementary aggregate is specified
4. calculated asphalt application rate by pound per square yard and percent dry weight of reclaimed processed material if asphalt is specified
5. quality control test results for
  - 5.1 graduation
  - 5.2 moisture content
  - 5.3 in place wet density
  - 5.4 relative compaction
  - 5.5 depth of cut

**C. Pre-operation Meeting**

Schedule a preoperation meeting at a mutually agreed time at the job site to meet with the engineer. Discuss the project specifications and methods of performing each item of the work. Items discussed must include the processes for:

1. Determining the mixed design
2. Production
3. Compaction
4. Grading
5. Finishing
6. implementing the authorized quality control plan
7. implementing the contingency plan quality control sampling and testing
8. acceptance criteria

Preoperation meeting attendees must sign an attendance sheet provided by the owner the preoperation meeting must be attended by your:

1. Project Superintendent
2. Project manager
3. workers and your subcontractors' workers, including:
  - 3.1 foreman
  - 3.2 ground supervisors
  - 3.3 representatives from testing lab

Do not start pavement reclamation activities, including test strips, until the listed personnel have attended a preoperation meeting.

**D. Test**

On the first day of pavement reclamation activities and using the same equipment and materials that will be used during production, determine the:

1. equipment, materials, and processes can produce reclaimed pavement in compliance with the specifications.
2. effect of varying the pulverizing machines forward speed and drum rotation rate on the contingency of the pulverized material
3. optimal proportions, as applicable, of supplementary aggregate, stabilizing agents, and water
4. rolling method and sequence complies with the compaction and finishing specifications
5. application rate of asphaltic emulsion, as applicable

Do not proceed with reclaimed pavement activities until reviewed with the owner and project manager. For production, adjustments to the equipment, material, and process determined by the test strip must be authorized. If QC or acceptance test results are not available, you may proceed at your own risk.

**1.4 MATERIALS**

**A. General**

Reserved

**B. Water**

1. If a water source other than potable water is used and performed testing for chlorides and sulfates before starting work. If potable water is not used, water must be clean and contain no more than 650 parts per million of chlorides as CL determined under California test 422 and no more than 1300 parts per million of sulfates determine under California test 417.

**C. Asphaltic Emulsion**

1. Asphaltic Emulsion must be Grade SS1h or CSS1h.
2. For dilution, the weight ratio of water added to asphaltic emulsion must not exceed 1 to 1.

**1.03 CONSTRUCTION**

**A. General**

1. Except for pulverized roadbed, before starting daily pavement reclaiming activities sweep the area constructed the previous day to remove loose material.
2. Do not use a heating device to soften the pavement.

**B. Equipment**

1. Do not interrupt traffic while servicing the equipment.
2. Grading equipment must be a motor grader with automatic grade controls for profile elevation and cross slope.
3. If specified, supplementary aggregate or submit spreading equipment must uniformly distribute the supplementary aggregate of cement throughout the area to receive it. The spreader must be equipped with working skills or proportioning and distance measuring devices to control the spread rate.
4. If supplementary aggregate or cement is spread before pulverizing the existing pavement, the pulverizing equipment must produce the uniform mixture without segregation.

**C. Surface Preparation**

1. Before pavement reclamation activity start, prepare the existing roadway surface by:
  - 1.1 clearing foreign matter including vegetation
  - 1.2 removing standing water
  - 1.3 referencing the profile and cross slope
2. marking the proposed longitudinal cut lines on the existing pavement as follows:
  - 2.1 cutlines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way.
  - 2.2 cut lines must indicate the sequence of the cuts
3. referencing existing lane lines and stripping layout
4. If excess material is to be stored adjacent to the shoulder, clear and dispose of the weeds, grass, and debris from the area.

**D. Pulverizing and Mixing**

1. If stabilizing grade will cause noncompliance with the thickness requirements, notify the owner.
2. If you encounter unstable subgrade or rocks greater than four inches in the roadway section notify the owner. The owner will determine the extent of the problem and the corrective measures to be taken.

**E. Compacting and Grading**

1. Remove any solids that are larger than three inches in the pulverized roadbed mixture before shaping and compacting.

**F. Finishing**

1. The finished roadbed surface must not vary more than .05 foot from the lower edge of a 12 foot straight edge laid in directions parallel and perpendicular to the centerline.

**END OF SECTION**



**30 02 00**  
**PULVERIZED ROADBED**

**PART 1 GENERAL**

**1.1 SUMMARY**

Section 30 – 2 includes specifications for constructing a uniform reclaimed pavement base by pulverizing the existing asphalt concrete pavement and underlining material and leave in place.

**1.2 DEFINITIONS**

NA

**1.3 SUBMITTALS**

At least ten days before starting pulverized roadbed activities submit the quality control plan for 31,000 square feet of pulverized roadbed with a 5-inch depth.

The quality control plan must include a pulverizing and paving plan outlining the sequence of work and procedures used including the maximum production rate for pulverizing Activities. Submit test results for the quality characteristics within or a maximum reporting time allowance of 24 hours.

The quality characteristics are:

1. Graduation,
2. Depth of cut
3. In-place wet density
4. Relative compaction

**1.4 QUALITY CONTROL**

**A. REQUIREMENTS**

Meet with the engineer once a week before starting pulverized roadbed activities to review the quality control plan.

Perform sampling and testing for each test strip and production work at the specified frequency for the quality characteristics shown below.

**Pulverized Roadbed Quality Characteristics Sampling Locations and Testing Frequencies'**

Quality characteristic	test method	minimum sampling and testing frequency	Sampling location
Graduation	California test 202	test trip and one per lot	loose mix after pulverizing and mixing

Depth this cut	N/A	Report specified depth & footage with the Engineer.	both sides are reclaiming machine along cut length
In place wet density	California test 231	the same locations as relative compaction tests	
Relative compaction	California test 231	one per test strip and 10 random locations per area	Compacted roadbed

**B. TEST STRIP**

Allow 24 hours for authorization of the test strip.

**C. DEPARTMENT ACCEPTANCE**

The department accepts pulverized roadbed based on:

1. Visual inspection including:
  - (a) segregation, tearing, and scarring of the finished surface
  - (b) variance of more than .05 foot measured from the lower edge of a 12-foot straightedge
  - (c) uniform surface texture throughout the work limits
  - (d) repaired areas.
2. Compliance with the following table:

**Pulverized roadbed requirements for acceptance.**

Quality characteristic	test method	requirement
relative compaction	California test 231	95%
Thickness (ft)	field measurement	no more than .05 feet less than thickness shown

**PART 2 MATERIALS**

**2.1 GENERAL**

The quality characteristics of pulverized roadbed must comply with the requirements shown in the following table:

**Pulverized Roadbed Quality Characteristic Requirements**

QUALITY CHARACTERISTIC	TEST METHOD REQUIREMENT	REQUIREMENT
GRADUATION (% PASSING)	CALIFORNIA TEST 202	100
SEIVE SIZE		90 - 100
2 INCH		
1 1/2 INCH		

DEPTH OF CUT (FT)	NA	NOT MORE THAN 0.5 FEET LESS THAN THE THICKNESS SHOWN
IN PLACE WET DENSITY LLB PER CUBIC FEET	CALIFORNIA TEST 231 REPORT ONLY	
RELATIVE COMPACTION MINIMUM PERCENT	CALIFORNIA TEST 231	95

## 2.3 CONSTRUCTION

### A. GENERAL

Reserved

### B. EQUIPMENT

pulverizing equipment must:

1. be a self-propelled reclaiming machine
2. pulverize the existing pavement and underline material to the required size
3. mix the pulverized pavement, underlying material, and water into a homogeneous and uniform mixture
4. be equipped with automatic depth controls capable of maintaining the cutting depth to within .05 foot of the depth shown
5. have a minimum 8-foot-wide cutter that can remove the existing pavement to the specified depths
  - a. contacting equipment must be a sheepsfoot roller, a vibratory steel-tired roller, and a pneumatic tired roller. All compacting equipment must be self-propelled and reversible. The frequency of amplitude of vibrating rollers must be adjustable and exceed a static force of 15 tons in vibratory mode.

### C. SPREADING

Reserved

### D. FINISHING

The finished surface must be free from segregation, caring, and scarring, and has a uniform surface texture throughout the work limits.

Maintain the polarized roadbed surface free of rust, bumps, indentations, raveling, and segregation. Repair damaged pulverized roadbed with minor HMA.

**END OF SECTION**

**32 12 16**  
**ASPHALT PAVING & RESURFACING**

**PART 1 GENERAL**

1.1 SUMMARY

The work includes the construction of asphalt concrete pavement, seal coat, and bituminous surface repair.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

A. Standard Specifications

1. Standard Specifications for Public Works Construction (Latest Edition), including the Latest County of Riverside Supplemental Amendments.
2. State of California Department of Transportation (Caltrans) Standard Specifications, Latest Edition.
3. State of California Department of Transportation (Caltrans) "Manual of Traffic Control for Construction and Maintenance Works Zones" (Latest Edition).

B. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D2172 Quantitative Extraction of Bitumen from Bituminous Paving Mixtures

1.3 SITE INSPECTION AND LOCATION OF EXISTING ON-SITE UTILITIES:

- A. Prior to all work of this Section, carefully inspect the entire site and all existing items to be demolished and removed or to be left intact and determine an orderly sequence for the performance of this work. The exact locations and alignment of existing buried utility lines are not known. Locate all existing utility lines and determine the requirements for disconnection and capping. Locate all active utilities traversing the area of work to be retained and determine the requirements for protection.
- B. Locate all overhead utilities and powerlines and determine height restrictions. Do not operate equipment in the vicinity of overhead utilities and powerlines, which may create a safety hazard.

1.4 SUBMITTALS

A. Design Data

1. Asphalt concrete: Submit a job-mix formula for each type of bituminous mixture 14 days before asphalt concrete placement. Ensure formula is within the specified design range.

B. Certificates of Compliance

1. Asphaltic emulsion

1.5 QUALITY ASSURANCE

Materials and workmanship specified herein with the referenced Standard Specifications shall be in accordance with the referenced articles, sections and paragraphs of the standard, except that contractual and payment provisions do not apply.

1.6 EQUIPMENT

- A. Mixing Plant and Construction Equipment shall be per Section 203-6 of the Standard Specifications.

1.8 PROTECTION

- A. Prior to commencing the work, the Contractor shall pothole all existing utilities at all crossing points and points of connection. The Contractor shall record exact horizontal and vertical locations of all pot-holed underground facilities. Notify the Owner of any conflicts or differences from positions indicated on the drawings. If potholes do not reveal the location of certain existing utilities, or if potholes reveal locations of existing utilities other than expected, the Contractor shall notify the Owner in writing, and shall not proceed further until the Owner provides direction.
- B. Protection and Restoration of Surface: Protect newly graded areas from traffic, erosion, and settlements. Repair and reestablish damaged or eroded slopes, elevations or grades and restore surface construction prior to acceptance. Provide appropriate erosion control and sediment control measures to prevent water-borne soil from leaving the site. The Storm Water Pollution Prevention Plan as prepared by the Construction Contractor will provide erosion and sedimentation control guidance to the contractor; however, the contractor shall be responsible to use the most appropriate Best Management Practices as necessary to ensure pollution and/or illegal discharges of storm water and non-storm water do not occur from the site. The contractor shall be responsible to clean up any soil deposited in the public right-of-way, public or private storm drain systems, creeks/streams/lakes/ponds and other surface waters, flood control facilities, or on adjacent properties. The contractor shall be responsible to protect storm drain catch basins and to prevent sediment from entering the public or private storm drain system during construction.

1.9 SAFETY DURING CONSTRUCTION

The Contractor shall assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property. This requirement shall be made to apply continuously and not be limited to normal working hours. Refer to General Provisions for additional requirements.

**PART 2 PRODUCTS**

ASPHALT PAVING AND RESURFACING – HOLIDAY CAMP: PULVERIZE, RE-GRADE, PAVE & ASPHALT OVERLAY

## 2.1 MATERIALS

### B. Asphalt Materials

1. Asphaltic Emulsion: Section 30 01 02 of the Standard Specifications, Grade SS-1 or SS-1h.
2. Tack Coat: AASHTO T-59 slow-setting Anionic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.

- B. Recycled Materials for Hot-Mix Asphalt Mixes Reclaimed asphalt pavement from sources and re-gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.

### C. Water: Potable

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Ensure that any air handling system that is likely to ingest fumes is protected and that windows near paving operations are closed.
- B. Verify that subgrade is dry and in suitable condition to begin paving.

### 3.2 INSTALLATION

- A. Pulverize existing Asphalt and leave it in place. See "Pulverized Roadbed" Refer section 30 02 00 requirements.
- B. Asphalt Concrete Installation
  1. Placing: Deliver and spread bituminous mixtures to the roadbed at temperatures specified to Standard Specifications.
  2. Compaction: Initial or breakdown rolling and the final rolling of the uppermost layer of the asphalt concrete shall be in accordance with Standard Specifications. Compaction by vehicular traffic shall not be permitted.
  3. Tack Coat: Tack coat shall conform to the provisions of Section 302-5.4 of the Standard Specifications. Apply asphaltic emulsion to the exposed designated roadway and parking areas, and previously constructed concrete and asphalt surfaces against which asphaltic paving is to be placed. Clean the surface of the construction course of all soil, debris, grit

and construction before applying tack coat for final wearing course. Coat surface by brooming, compressed air, or pressurized water application.

- C. Seal Coat: Seal coat shall be an asphalt emulsion overlay type SS1H applied uniformly to the entire surface with an asphalt distributor at a rate of 0.10-0.15 gallons per square yard. The asphalt emulsion shall be diluted with water at a rate of 1:1 parts of emulsion to water. Cover with clean dry sand at a rate of 10-15 pounds per square yard.

### 3.3 CLEANING

- A. Remove all stains on the Project site and adjacent properties caused by or attributed to the Work of this section.
- B. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

### 3.4 PROTECTION OF PAVEMENT

After final rolling, do not permit vehicular traffic on the pavement until pavement has cooled and hardened and in no case less than 6 hours.







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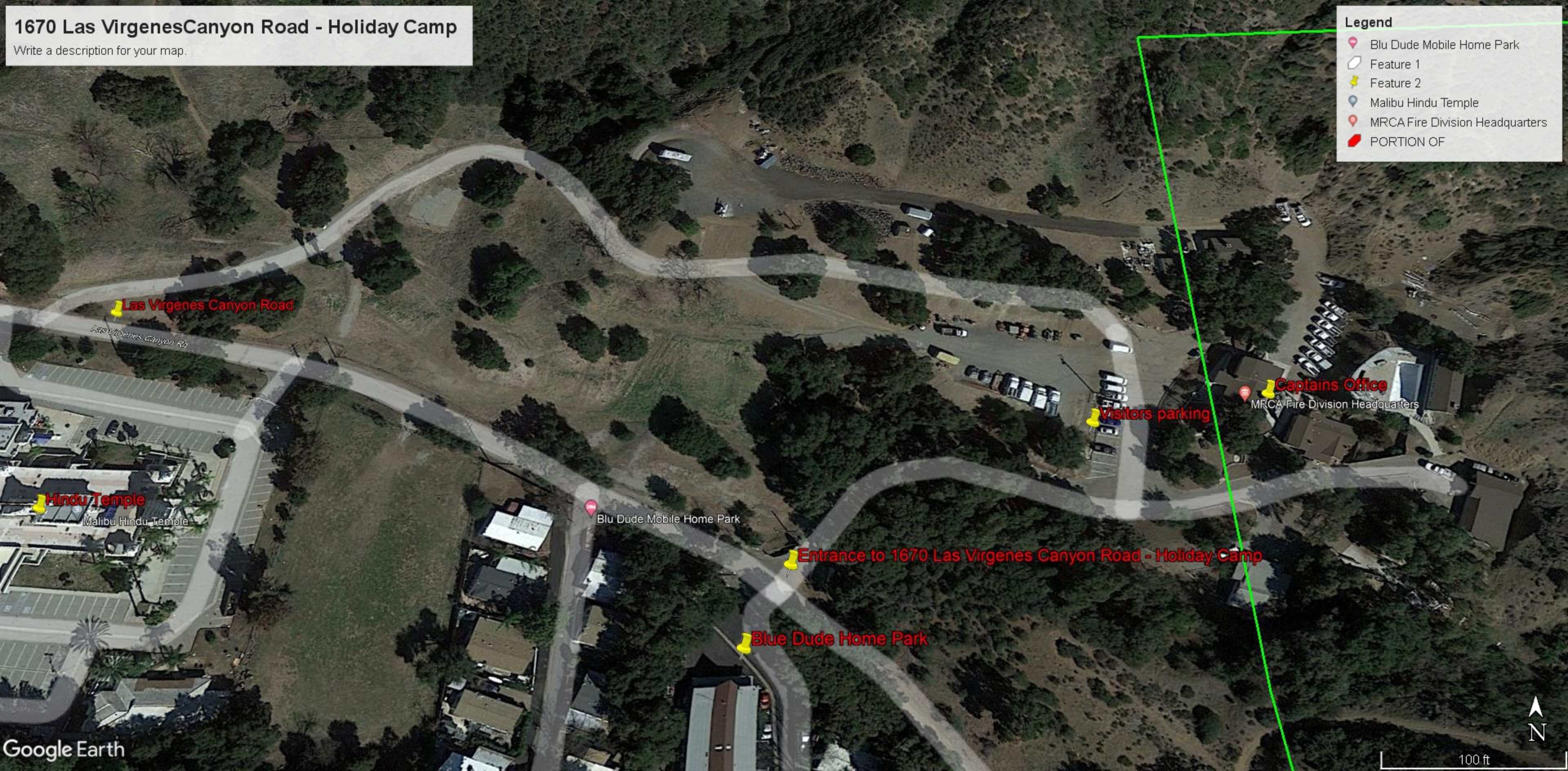


# 1670 Las Virgenes Canyon Road - Holiday Camp

Write a description for your map.

**Legend**

-  Blu Dude Mobile Home Park
-  Feature 1
-  Feature 2
-  Malibu Hindu Temple
-  MRCA Fire Division Headquarters
-  PORTION OF



Las Virgenes Canyon Road

Las Virgenes Canyon Rd

Hindu Temple

Malibu Hindu Temple

Blu Dude Mobile Home Park

Entrance to 1670 Las Virgenes Canyon Road - Holiday Camp

Blue Dude Home Park

Visitors parking

Captains Office

MRCA Fire Division Headquarters



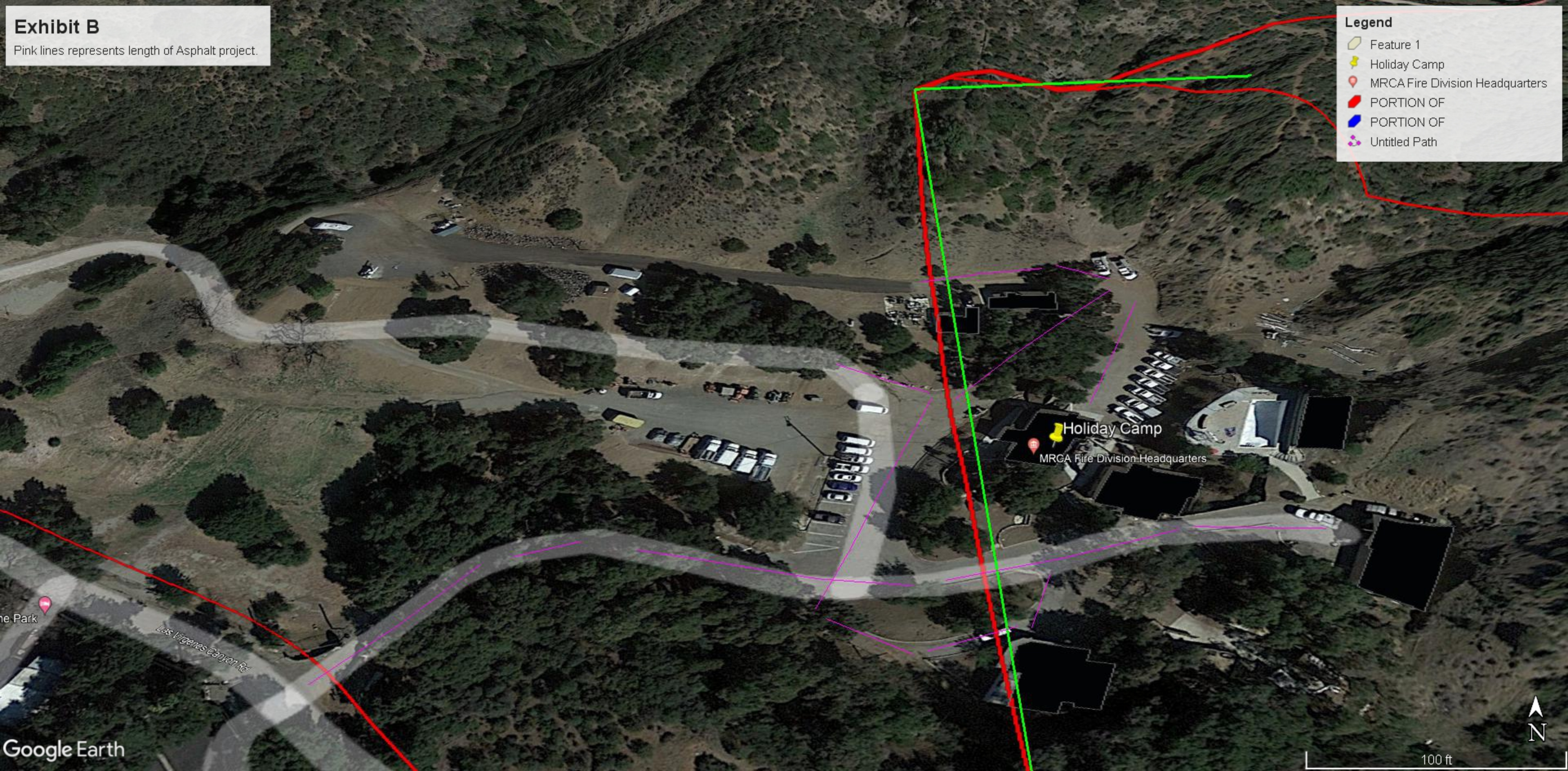


# Exhibit B

Pink lines represents length of Asphalt project.

**Legend**

- Feature 1
- Holiday Camp
- MRCA Fire Division Headquarters
- PORTION OF
- PORTION OF
- Untitled Path



the Park

Las Virgenes Canyon Rd

Holiday Camp

MRCA Fire Division-Headquarters

Google Earth

100 ft







NO  
PARKING

Mountains Recreation & Conservation Authority

MOUNTAINS RECREATION & CONSERVATION AUTHORITY  
FIRE DIVISION  
1900 Lakeview, Davis Rd  
Colton, CA 91702

FIRE DAN  
LOW  
TODAY