



COMMUNITY SERVICES DISTRICT

Proudly serving Jurupa Valley and Eastvale

JURUPA COMMUNITY SERVICES DISTRICT

NOTICE INVITING BIDS

For:

HARADA HERITAGE PARK BALLFIELD IRRIGATION AND SOD INSTALLATION PROJECT

Release Date

Tuesday, April 19, 2022

Mandatory Pre-Bid Meeting

Tuesday, April 26, 2022, at 10:00 a.m.

Bid Opening

Tuesday, May 11, 2022, at 10:00 a.m.

Prepared by:

JCSD Parks & Recreation Department
13820 Schleisman Road
Eastvale, CA 92880
Attn: Travis Viseth, Parks Superintendent
(951) 727-3724

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SECTION I

INVITATION

The Jurupa Community Services District (District) invites bids from qualified contractors for:

Harada Heritage Park Ballfield Irrigation and Sod Installation Project

Please read this entire NIB package and include all requested information and forms in your bid. Bids must be signed by an authorized agent of the company submitting a bid in order to be considered responsive.

**Tentative NIB Schedule
(Subject to change at District's discretion)**

- | | |
|---|-------------------------------|
| 1. Issue NIB | April 19, 2022 |
| 2. Mandatory Pre-Bid Meeting | April 26, 2022, at 10:00 a.m. |
| 3. Written Questions from Contractors Due | May 3, 2022, at 5:00 p.m. |
| 4. Responses from District Due | May 5, 2022 |
| 5. Bid Opening | May 11, 2022, at 10:00 a.m. |
| 6. Review of Bids | May 12-16, 2022 |
| 7. Award of Contract | May 16-20, 2022 |

SECTION II

NIB INSTRUCTIONS

A. Examination of Bid Documents

By submitting a proposal, contractors represent that they have thoroughly examined and become familiar with the work required under this NIB and that they are capable of performing quality work to achieve the District's objectives.

B. Addenda

Substantive District changes to the requirements will be made by written addendum to this NIB and will be posted on the District's website (<https://www.jcsd.us/business/contracts-bid-opportunities>) by May 5, 2022. Any written addenda issued pertaining to this NIB shall be incorporated into the terms and conditions of any resulting agreement. The District shall not be bound to any modifications to or deviations from the requirements set forth in this NIB as the result of oral instruction.

C. Clarifications

1. Examination of Documents

Should a contractor require clarifications to this NIB, the contractor shall notify the District in writing in accordance with Section C.2 below. Should it be found that the point in question is not clearly and fully set forth in the NIB, the District may post a written addendum clarifying the matter.

2. Submitting Requests

- a. All contractor questions, clarifications or comments shall be submitted via **e-mail only** to Travis Viseth, Parks Superintendent at tviseh@jcsd.us and must be received by the District no later than May 3, 2022, at 5:00 p.m.
- b. All correspondence shall be clearly marked in the Subject heading with "Harada Heritage Park Ballfield Irrigation and Sod Installation Project NIB Questions". The District is not responsible for failure to respond to a request that has not been labeled as such.
- c. Inquiries received after 5:00 p.m. on May 3, 2022, will not be accepted.

3. District Responses

Responses from the District will be communicated via e-mail directly to those contractors who attend the mandatory pre-bid meeting and also posted on the District's website (<https://www.jcsd.us/business/contracts-bid-opportunities>) by addendum by May 5, 2022.

D. Mandatory Pre-Bid Meeting

A MANDATORY Pre-Bid Meeting will be held at **Harada Heritage Park, 13099 65th Street, Eastvale, CA, 92880** on the following date(s) and time(s): **April 26, 2022, at 10:00 a.m.** Each and every Bidder MUST attend the Pre-Bid Meeting. Bids will not be accepted from any bidder who does not attend the Pre-Bid Meeting.

E. Bid Opening

1. Date, Time, and Location

All sealed bids are to be submitted to the **JCSD Parks & Recreation Department - Eastvale Community Center (13820 Schleisman Road, Eastvale, CA 92880) by 10:00 a.m. on May 11, 2022.** Bids received after that date and time will be rejected by the District as non-responsive and returned unopened. Bids shall not be sent via e-mail or fax.

2. Bid Submittal Requirements

Contractor shall submit a sealed bid package consisting of the following:

- one (1) signed original and two (2) copies of Price Form (included in Section VI)

The bid package shall be sealed and addressed as follows:

JCSD Parks & Recreation Department
Eastvale Community Center
Attn: Travis Viseth, Parks Superintendent
13820 Schleisman Road
Eastvale, CA 92880

Proposals may be delivered in person to the Parks & Recreation Department, at the address above. Proposals shall not be sent via e-mail or fax.

F. Contract Award

Issuance of this NIB and receipt of bids does not commit the District to award an agreement.

G. Acceptance of Order

The successful contractor(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Sample Contract Agreement) in accordance with this Notice Inviting Bids, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

H. Qualifications of Bidder

1. Before submitting a bid, the bidder shall be licensed to perform as prime contractor in accordance with the provisions of the Contractor's State License Law, California Business and Professions Code Section 7000 et seq. As evidence of such qualification, the bidder shall record on Bid Proposal the number, classification, and termination date of all necessary State licenses. Necessary District licenses may be secured after the bids are opened, but prior to executing the contract. [P.C.C. Section 3300 & B. & P. Code Section 7000 ET seq.]
2. In order for the District to determine the successful bidder, the bidder must be prepared to submit in writing, within five (5) days after being requested to do so by the District, such information and data as the District may request, including without limitation, financial data, and previous experience. The District reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the District that the bidder is the lowest responsible bidder properly qualified to carry out the contract.

SECTION III

EVALUATION AND AWARD

The District is soliciting contractors who expertise in all aspects of the services requested in this NIB. Minimum requirements are as follows:

1. The contractor will be a financially sound company primarily in fencing services in the State of California.
2. Contractor shall hold a Class B or C-27 (Landscape Contractor) California Contractor's License and meet all current licensing and registration requirements, as may be required by the State of California Contractor State License Board (CSLB), the California Department of Industrial Relations (DIR), and County of Riverside without any official unresolved record of complaints registered or filed with the California Department of Consumer Affairs.
3. Have successfully completed a minimum of five (5) projects within the last (2) years providing the same or similar services requested in this NIB.
4. The contractor shall be able to provide personnel who have been fully trained in all phases of landscape maintenance services and have applicable licenses per the Scope of Work.
5. The contractor's personnel shall include a manager/superintendent with experience in landscape services, who is able to receive and carry out instructions, either verbal or written in English, as given by the District.
6. Have sufficient staff and/or sub-contractors available with experience in the trades required for this service.
7. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
8. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs.
9. Able to provide proof of current insurance coverage in accordance with the District's insurance requirements as described in the Sample Contract Agreement (Section VII).
10. Able to sign the Sample Contract Agreement as shown in Section VII. District will not accept any requests for revisions to the Agreement terms.

SECTION IV

GENERAL

The District is not committed to any course of action as a result of its issuance of this NIB and/or its receipt of a proposal from any contractor in response to it. In particular, contractors shall note that District may:

- Reject any bid that does not conform to instructions and specifications, which are issued herein.
- Not accept bid after the stated submission deadline.
- Waive any informality, irregularity, immaterial defects or technicalities in any bids or other responses received.
- Reject all bids.
- Cancel the NIB at any time.
- Make no award of contract.
- District reserves the right to request additional information from prospective contractors prior to final selection and to consider information about a firm other than that submitted in the proposal.

A. DELIVERABLES REQUIRED OF SUCCESSFUL CONTRACTOR

The successful Contractor shall enter into a Contract Agreement (sample copy in Section VII) with the District and submit the following item within fifteen (15) days of notice of award:

- Copy of Insurance documents which shows compliance with the attached requirements and naming the District as an additional ensured.

B. COMPLIANCE WITH APPLICABLE LAWS

All services rendered shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District, and any Federal, State, or local governmental agency having jurisdiction in effect at the time service is provided.

C. PERMITS AND CODES

The selected proposer will comply with all laws, codes, rules and regulations of the State, County, and District applicable to the work to be performed at the District's location(s).

D. DISQUALIFICATION OF CONTRACTOR

If there is a reason to believe that collusion exists among any of the Contractors, none of the Proposals of the participants in such collusion will be considered, and District may likewise elect to reject all Proposals received.

E. PRE-CONTRACTUAL EXPENSE

The District is not responsible for any pre-contractual expense generated due to the submission of the bid.

F. LIABILITY AND INSURANCE

Prior to commencement of work, the Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts indicated within the Contract Agreement (Section VII).

G. INDEMNIFICATION

Contractor shall indemnify, protect, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

The Contractor shall, at his own expense and risk, defend any legal proceedings that may be brought against the District, its Board, officers, agents or employees therein, within the provision of the above stated insurance.

H. INDEPENDENT CONTRACTOR

While engaged in carrying out and complying with the terms and conditions of the duties outlined in this Request for Bids, the Contractor is an Independent Contractor not an Officer, Agent, or Employee of the District. The personnel performing services shall at all times be under the Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the District. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this contract and shall be responsible for all reports and obligations respecting them, including, but not limited to Social Security, income tax withholding, unemployment compensation, worker's compensation insurance, state disability insurance and similar matters.

All services to be rendered by the Contractor shall be subject to the control of the District. Contractor shall advise District of matters of importance and make recommendations when appropriate, however final authority shall rest with the District.

I. COMPLETING AND SIGNING FORMS

The Contractor's attention is directed to the forms included in the Contract Documents, which must be completed and signed. FAILURE TO PROPERLY COMPLETE AND SIGN ANY FORMS MAY BE CAUSE FOR REJECTION BID.

SECTION V

SCOPE OF WORK

A. Background

The JCSD Parks & Recreation Department is currently responsible for providing recreation programs, services, and events; managing over 250 acres of parkland, including 15 parks, a 30,000 square foot Community Center, and a 5,000 square foot Activity Center; graffiti abatement for the cities of Eastvale and Jurupa Valley; and maintaining over 4 million square feet of frontage and median landscaping, as contracted by the City of Eastvale.

B. Project Overview

The District is seeking bids from qualified landscape contractors to install sod infields and irrigation to two existing ball fields at Harada Heritage Park (13099 65th Street, Eastvale CA 92880). (Exhibit A)

C. Scope of Work

Contractor shall provide all the necessary personnel, materials, equipment, transportation, safety apparatus, etc. required to install sod/grass infields to both Field 1 and Field 4 along with the installation of a four-station irrigation controller, irrigation for both infield turf watering and dust control for base paths and infield skin areas.

Field 1 Details:

- Survey field prior initiation of site work.
- Excavate and dispose of clay and soil within the designated remediation area at a depth of 4". Pitching mound is to remain in place in its current condition.
- Replace designated remediation area with a loamy soil and composted organic topsoil blend.
- Excavating and trenching for the installation of (4) valve boxes, (4) irrigation valves, lateral lines, and irrigation heads needed for proper irrigation coverage.
- Backfill all trenches and grade and roll infield area for proper drainage.
- Fertilize prior to sod installation.

- Install 3,600 square feet of sod. Soil of sod must blend flush with infield skin, therefor creating no lip between the two surfaces.
- Assure that all irrigation heads are installed at proper locations and elevations.

Field 4 Details:

- Survey field prior initiation of site work.
- Excavate and dispose of clay and soil within the designated remediation area at a depth of 4". Pitching mound is to remain in its current condition.
- Replace designated remediation area with a loamy soil and composted organic topsoil blend.
- Excavating and trenching for the installation of (4) valve boxes, (4) irrigation valves, lateral lines, and irrigation heads needed for proper coverage.
- Backfill all trenches and grade and roll infield area for proper drainage.
- Fertilize prior to sod installation.
- Install 3,600 square feet of sod. Soil of sod must blend flush with infield skin, therefor creating no lip between the two surfaces.
- Assure that all irrigation heads are installed at proper locations and elevations.

Material Specifications

- Irrigation controller shall be Rain Bird ESP-ME3 Series 4 station.
- Valve boxes shall be Rain Bird PVBSTDP professional series standard valve box with purple body and purple lid.
- Valves shall be Rain Bird 1 1/2" brass valves.
- Irrigation heads shall be Hunter I-40, 6" stainless steel heads.
- All irrigation pipes shall be schedule 40.
- All irrigation fittings shall be schedule 80.
- Sod shall be Ballpark Blend.

Installation Specifications

Both the turf and infield skin irrigation heads shall be set within the exterior edge of newly installed turf.

Warranty

Material and installation will be warranted for a period of one (1) year from

completed installation.

Time for Completion

Unless otherwise specified in the Special Conditions, the contractor shall diligently prosecute the work to completion within **fourteen (14)** calendar days after the Notice to Proceed. Upon written request of the contractor, and if approved in writing by the Project Manager, the time for commencement, completion, or both may be extended.

End Scope of Work

SECTION VI

PRICE FORM

I. Bid Proposal

PROJECT NAME: **Harada Heritage Park Ballfield Irrigation and Sod Installation Project**

COMPANY NAME / CONTRACTOR'S LICENSE # / Class / Termination Date			
COMPANY ADDRESS	CITY	STATE	ZIP
NAME OF AUTHORIZED REPRESENTATIVE		TITLE	
REP. E-MAIL	TELEPHONE #	FAX #	

1. Proposal

(a) Bidder has examined copies of all the Contract Documents, including without limitation the Agreement wherein each of the other Contract Documents is identified, and accepts all the terms and conditions thereof.

(b) Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with District in the form included in the Contract Documents to complete all work as specified in the Agreement for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

(c) This bid will remain open and not be withdrawn for the period specified in the Instructions to Bidders. If awarded the bid, bidder will sign the Agreement and submit the documents required by the Contract Documents within fifteen (15) days after the date of the award of the contract.

(d) Bidder has examined the site and locality where the work is to be performed and the legal requirements and conditions affecting the cost, progress and performance of the work in strict accordance with the Contract Documents.

2. Bid

Please provide detailed Firm Fixed Lump Sum Price and any other incidental or additional costs required in the spaces provided below to complete the Scope of Work requirements. Firm Fixed Prices to complete each task shall include the costs of all administration and overhead, project site visits, pre-production costs, telephone usage, mailings, mileage and other administrative costs. This project is subject to State of California general prevailing wage rates. NOTE: Bids submitted on forms other than those provided herein may cause rejection of the proposal as non-responsive.

Total Price, written in numbers: \$ _____

Total Price, written in words: _____

Are there any other additional or incidental costs, which will be required by your firm in order to meet the requirements of this NIB? Yes / No (circle one). If you answered "Yes", please provide detail of said additional costs: _____

Please indicate any elements of this NIB which *cannot* be met by your company.

Have you included in your bid submittal all requested informational items and forms? Yes / No (circle one). If you answered "No", please explain: _____

This offer shall remain firm for 90 days from NIB bid opening date.

Terms and conditions as set forth in this NIB apply to this submittal.

In signing this proposal, Contractor warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the District may issue one or more addenda to this NIB. Below, please indicate all Addenda to this NIB received by your company, and the date said Addenda was/were received. Verification of Addenda Received:

Addenda No: _____ Received on: _____
Addenda No: _____ Received on: _____
Addenda No: _____ Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____

FAX: _____

End of Price Form

SECTION VII

SAMPLE CONTRACT AGREEMENT
(Sample on following pages)

[[[MODEL AGREEMENT- REMOVE THIS TITLE WHEN USED]]]

**JURUPA COMMUNITY SERVICES DISTRICT
SHORT-FORM CONSTRUCTION CONTRACT**

[INSERT PROJECT NAME]

1. PARTIES AND DATE.

This Contract is made and entered into this ____ day of _____, 20__ by and between **Jurupa Community Services District**, a public agency organized under the laws of the State of California with its principal place of business at 11201 Harrel Street, Jurupa Valley, California 91752 ("District") and [__**INSERT NAME**__], a [__**INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY**__] with its principal place of business at [__**INSERT ADDRESS**__] ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 District. District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the District on the terms and conditions set forth in this Contract. Contractor represents that it is experienced in providing [__**INSERT TYPE OF SERVICES**__] services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of District.

2.3 Project. District desires to engage Contractor to render such services for the [__**INSERT NAME OF PROJECT**__] ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, [**INSERT APPLICABLE PERFORMANCE BOND, PAYMENT BOND, INSURANCE DOCUMENTS AND OTHER CERTIFICATIONS**] as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: [__**INSERT APPLICABLE DOCUMENTS**__].

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools,

equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

3.3 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the District.

3.4 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within [**___INSERT NUMBER OF CALENDAR OR WORKING DAYS___**] **days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the District. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to the Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the District will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of [**___INSERT WRITTEN DOLLAR AMOUNT___**] **Dollars** (**[\$___INSERT NUMERICAL DOLLAR AMOUNT___]**) **per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.5 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be

uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

3.6 Control and Payment of Subordinates; Contractual Relationship. District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.7 District's Basic Obligation. District agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth below. Except as otherwise provided in the Contract, the District shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.8 Compensation and Payment.

3.8.1 Amount of Compensation. As consideration for performance of the Work required herein, District agrees to pay Contractor the Total Contract Price of **[__INSERT WRITTEN DOLLAR AMOUNT__] Dollars (\$[__INSERT NUMERICAL DOLLAR AMOUNT__])** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the District.

3.8.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, District will arrange for payment of the Total Contract Price upon completion and approval by District of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, District will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the District an itemized application for payment in the format supplied by the District indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the District may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

District shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

3.8.3 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the District, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.8.4 Other Retentions. In addition to Contract retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

3.8.5 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any monies withheld by the District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, and thereafter the District shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the District has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the District.

3.8.6 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 10262 of the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.8.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the District at the time of payment. To the extent that title has not previously been vested in the District by reason of payments, full title shall pass to the District at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the District, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.9 Termination. This Contract may be terminated by District at any time by giving Contractor three (3) days advance written notice. In the event of termination by District for any reason other than the fault of Contractor, District shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, District may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset District's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause.

In the event this Contract is terminated in whole or in part as provided, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, District may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.10 Completion of Work. When the Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.11 District's Representative. The District hereby designates [**INSERT NAME OR TITLE**], or his or her designee, to act as its representative for the performance of this Contract ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.12 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the District ("Contractor's

Representative”). Following approval by the District, the Contractor’s Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor’s Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor’s Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the District, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the District, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor’s Representative, Contractor shall provide the information specified above and obtain the District’s written approval.

3.13 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from District, the matter shall be referred to District’s Representative, whose decision shall be binding upon Contractor.

3.14 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by District. However, Contractor shall be responsible for damage proximately caused by Acts of God, within the meaning of Section 4150 of the California Government Code, only to the extent of five percent (5%) of the Total Contract Price as specified herein. In the event of damage proximately caused by “Acts of God,” the District may terminate this Contract upon three (3) days advanced written notice.

3.15 Indemnification. Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor’s own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

3.16 Insurance.

3.16.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.16.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.16.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Builders'/All Risk*: Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the District).

3.16.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. **[NOTE: IF THE SCOPE OF A PROJECT IS OF SUCH A VALUE THAT MORE THAN A MINIMUM INSURANCE OF ONE MILLION DOLLARS APPEARS NECESSARY, PLEASE CHECK WITH THE DISTRICT'S RISK MANAGER.]**

3.16.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

3.16.3.1 General Liability. (1) The District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of the Contractor, including

materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

3.16.3.2 Automobile Liability. (1) The District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

3.16.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

3.16.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.16.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the District be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the District.

3.16.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.16.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance with a limit of not less than One Million Dollars (\$1,000,000) **[INCREASE IF NECESSARY - OTHERWISE LEAVE AS IS AND DELETE THIS NOTE]** per occurrence. This insurance shall name the District, its directors, officials, officers,

employees, agents and volunteers as additional insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section. **[NOTE: IF THE SCOPE OF A PROJECT IS OF SUCH A VALUE THAT MORE THAN A MINIMUM INSURANCE OF ONE MILLION DOLLARS APPEARS NECESSARY, PLEASE CHECK WITH THE DISTRICT'S RISK MANAGER.]**

3.16.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.16.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the District. The District reserves the right to waive or amend this specific requirement.

3.16.9 Verification of Coverage. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.16.10 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3.17 Bond Requirements.

3.17.1 Payment Bond. If required by law (applicable to contracts of \$25,000 or more) or otherwise specifically requested by District in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Payment Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.17.2 Performance Bond. If specifically requested by District in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Performance Bond in an amount required by the District and in a form provided or approved by the District. If such bond

is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.17.3 Bond Provisions. Should, in District's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from District. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the District. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, the Contractor shall, upon request of the District, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract (including, without limitation, an increase in the Total Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the District may terminate the Contract for cause.

3.17.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the District. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the District.

3.18 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two (2) medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.19 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of

good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand.

3.20 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the District in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, the Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.21 Permits and Licenses. Contractor shall be responsible for securing District permits and licenses necessary to perform the Work described herein, including, but not

limited to, a District Business License. While Contractor will not be charged a fee for any District permits, Contractor shall pay the District's applicable business license fee.

3.22 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for District's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of 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.

3.23 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.24 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.

3.25 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling. Contractor shall submit a Construction & Demolition Recycling Plan Summary Report to the District. Weight tickets and written documentation of diversion must be attached to the Report. Final payment requests to the District will not be processed without recycling documentation.

3.26 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. **[INSERT "IF" OR "SINCE" AS APPLICABLE]** the work is being performed as part of an applicable "public works" or

“maintenance” project, as defined by the Prevailing Wage Laws, and **[INSERT “IF” OR “SINCE” AS APPLICABLE]** the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the work available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and subcontractors must be registered with the Department of Industrial Relations prior to performing any work. Contractor represents and warrants that Contractor is currently registered with the Department of Industrial Relations, and Contractor shall maintain current registration for the duration of the Project. Contractor shall have an affirmative obligation to verify that all subcontractors are registered with the Department of Industrial Relations and shall not permit a subcontractor to perform work on the Project without first verifying the subcontractor’s registration. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contracts with subcontractors and shall ensure that all subcontractors are registered prior to and during the performance of the work. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.27 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.28 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day’s work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of Twenty-Five Dollars (\$25.00) per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.29 Payroll Records. In accordance with the requirements of California Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

3.30 Contractor’s Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A

certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.31 Labor and Material Releases. Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by District.

3.32 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.33 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, the Contractor hereby offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the District tender final payment to the Contractor, without further acknowledgment by the Parties.

3.34 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

District

Jurupa Community Services District
11201 Harrel Street
Mira Loma, CA 91752
Attn: **[INSERT NAME]**

Contractor

[__ INSERT NAME __]
[__ INSERT ADDRESS __]
[__ INSERT ADDRESS __]
Attn: **[__ INSERT NAME __]**

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.35 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.36 Time of Essence. Time is of the essence in the performance of this Contract.

3.37 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.38 Governing Law. This Contract shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.39 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.40 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.41 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing Party in such action shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

3.42 Claims of \$375,000 or Less. Notwithstanding any other provision herein, claims of Three Hundred Seventy-Five Thousand Dollars (\$375,000) or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in California Public Contract Code §§ 20104, et seq.

3.43 Prohibited Interests.

3.43.1 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to terminate this Contract without liability.

3.43.2 Conflict of Interest. For the term of this Contract, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.44 Certification of License. Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

**JURUPA COMMUNITY SERVICES
DISTRICT**

[INSERT CONTRACTOR'S NAME]

By: _____
President of the Board of
Directors

By: _____
[INSERT NAME]
[INSERT TITLE]

Attest:

Attest:

By: _____
Secretary

By: _____
[INSERT TITLE]

Classification of Contractor's License

DIR Registration Number

Approved as to Form:

**** Approved Form ****
Best Best & Krieger LLP
General Counsel

EXHIBIT "A"
PLANS AND SPECIFICATIONS

The following plans and specifications are incorporated into this Contract herein by this reference:

**[INSERT GENERAL CONDITIONS/SPECIFICATIONS - INCORPORATE BY
REFERENCE ANY NEEDED PLANS OR DRAWINGS]**

EXHIBIT "B"
SPECIAL CONDITIONS

**[__ INSERT SPECIAL CONDITIONS IF NECESSARY – OTHERWISE
JUST INSERT "NOT APPLICABLE" __]**

**EXHIBIT "C"
CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

[__ INSERT CONTRACTOR'S NAME __]

By:

[__ INSERT NAME __]

[__ INSERT TITLE __]

EXHIBIT "A" PROJECT LOCATION



EXHIBIT "A-1"
PROJECT SITE PLAN

