MEMORANDUM

TO: Board of Directors

FROM: General Manager

DATE: August 20 , 2015

RE: Closed Session – August 27, 2015 Special Board Meeting

There is a closed session regarding the surplus properties at the former Oak Park Elementary School site beginning at 6:00 p.m. Attorney Curt Kidder will also be on hand.

MEMORANDUM

TO: Board of Directors

FROM: General Manager

DATE: August 20, 2015

RE: August 27, 2015 Board Meeting

Consent Calendar (ACTION)

a. To Approve Bills to be Paid
b. To Approve Minutes of June 25, 2015

Check	Date	Vendor No	Vendor Name	Amount	Voucher
21737	08/27/2015	AlhEle	Alhambra Electric	4,094.00	000000
21738	08/27/2015	AmFidAs	American Fidelity Assurance	78.38	000000
21739	08/27/2015	ARC	ARC	239.58	000000
21740	08/27/2015	ATT3	ATT CALNET 2	244.48	000000
21741	08/27/2015	B&DTrail	B&D Trailer Sales	23.84	000000
21742	08/27/2015	BillAce	Bill's Ace Hardware	83.67	000000
21743	08/27/2015	BsnPas	BSN Sports/Sport Supply Group	270.93	000000
21744	08/27/2015	CaseyPri	Casey Printing	11,882.08	000000
21745	08/27/2015	CCCOofEd	Contra Costa County Office of	25.00	000000
21746	08/27/2015	CCHeal	Contra Costa Health Services	1,379.00	000000
21747	08/27/2015	CCWat	Contra Costa Water District	198.14	000000
21748	08/27/2015	Cintas	CINTAS Fire Protection # F44	24.00	000000
21749	08/27/2015	CintCorp	Cintas Corp # 185	177.96	000000
21750	08/27/2015	CleVent	Clean Vent	695.00	000000
21751	08/27/2015	CmeLt	CME Lighting Supply Company	55.85	000000
21752	08/27/2015	Cole	Cole Supply Co., Inc.	509.35	000000
21753	08/27/2015	CoLock	County Lock & Key	70.69	000000
21754	08/27/2015	Cyber	Cybercopy	177.05	000000
21755	08/27/2015	DelDen	Preferred Benefit	3,632.00	000000
21756	08/27/2015	Denelect	Denalect Alarm Company	92.00	000000
21757	08/27/2015	DepJus3	Department Of Justice	32.00	000000
21758	08/27/2015	DurSch	Durham School Services	356.00	000000
21759	08/27/2015	Egroup	The E Group, LLC	300.00	000000
21760	08/27/2015	Elavon	Elavon	373.16	000000
21761	08/27/2015	Ewing	Ewing Irrigation	71.46	000000
21762	08/27/2015	FarWest	Farwest Sanitation	2,311.05	000000
21763	08/27/2015	FordH	Hilary L Ford	320.40	000000
21764	08/27/2015	FranTx	Franchise Tax Board	105.00	000000
21765	08/27/2015	Furber	Furber Saw, Inc.	134.89	000000
21766	08/27/2015	GasAnd	Andrea Gaspari	2,843.75	000000
21767	08/27/2015	GlovBob	Bobby Glover	200.00	000000
21768	08/27/2015	HelmWen	Wendy Helms	136.50	000000
21769	08/27/2015	HurdAss	Hurd & Associates	1,200.00	000000
21770	08/27/2015	HydeP	Hyde Printing & Graphics	765.18	000000
21771	08/27/2015	Incred	Incrediflix, Inc.	4,572.00	000000
21772	08/27/2015	KaisFou	File #73029 Kaiser Foundation Health Plan	26,595.27	000000
21773	08/27/2015	KiddCur	Law Office of Curtis S. Kidder	3,402.00	000000
21774	08/27/2015	Legal S	Legal Shield	47.85	000000
21775	08/27/2015	Leslie	Leslie's Pool Supplies Inc.	24.48	000000
21776	08/27/2015	LincEqu	Lincoln Aquatics	26.34	000000
21777	08/27/2015	LukeDes	Luke Design Associates	337.98	000000
21778	08/27/2015	McInerne	McInerney & Dillon	1,172.04	000000
21779	08/27/2015	MDUSD	Mt. Diablo Unified School Dist	104.00	000000
21780	08/27/2015	MejiMar	Mario Mejia	1,400.00	000000
21781	08/27/2015	PERS	CalPERS	15,902.99	000000
21782	08/27/2015	PhCham	Pleasant Hill Chamber Of Comme	616.51	000000
21783	08/27/2015	PHEEFund	Pleasant Hill Rec Employee Fun	2,134.00	000000
21784	08/27/2015	PhPol	Pleasant Hill Police Departmen	883.92	000000
21785	08/27/2015	PlayWel	Timothy D Bowen	3,640.00	000000
21786	08/27/2015	PleaHill	Pleasant Hill Rec & Park Distr	171,492.69	000000
21787	08/27/2015	PurcPow	Purchase Power	1,520.99	000000
21788	08/27/2015	Republic	Republic Services #210	1,983.80	000000
21789	08/27/2015	Rockste	Rocksteady Brewing Co	179.03	000000
21790	08/27/2015	RossRec	Ross Recreation Equipment	229.31	000000
21791	08/27/2015	RotoRoot	Roto-Rooter Sewer Service	399.75	000000
21792	08/27/2015	Standard	Standard Insurance Company	1,501.40	000000

Check	Date	Vendor No	Vendor Name	Amount	Voucher
21793	08/27/2015	SuppWor	Supply Works	293.14	000000
21794	08/27/2015	UNIVAR	UNIVAR USA Inc	1,187.76	000000
21795	08/27/2015	UPS Stor	UPS Store # 3769	61.85	000000
21796	08/27/2015	USBank	U.S. Bank	4,902.23	000000
21797	08/27/2015	VSP	Preferred Benefit	61.80	000000
21798	08/27/2015	WhitCas	Casey White	320.00	000000
21799	08/27/2015	WineWare	Wine Warehouse	177.00	000000

			CHECK TOTAL:	**$278,272.52**	

Board of Directors Meeting Minutes
June 25, 2015
DRAFT

The June 25, 2015 meeting of the Pleasant Hill Recreation & Park District Board of Directors was called to order by Board Chair Bonato at 7:00 p.m. in the Conference Room at the Administrative Office. Bonato reported that the Board met in closed session and gave direction to the attorney on the items in the closed session.

PLEDGE OF ALLEGIANCE
Park Maintenance Superintendent Tom Bradley led the Pledge of Allegiance.

ROLL CALL
BOARD PRESENT: Bonato, Donaghu, Glover
BOARD ABSENT: Sterrett, Shess

STAFF PRESENT: Young, Blair, Bradley, Miller, Luke

PUBLIC COMMENT
None

PUBLIC HEARING
Assessment Districts Annual Assessment
Valley High II
Valley High IV
Valley High V
Woodside Hills I
Woodside Hills III
Landscaping and Lighting District #6

No public was present to speak

CONSENT CALENDAR (ACTION)

a. **To Approve Bills to be Paid**
b. **To Approve Minutes of June 4, 2015**
c. **To Approve Resolutions 2015-06-25A - 2015-06-25E for Properties of the Landscape Maintenance Districts of Valley High II, Valley High IV, Valley High V, Woodside Hills I and Woodside Hills III Approving Final Engineer's Report for the Annual Levy of Assessments for Fiscal Year 2015-16**
d. **To Approve Resolution 2015-06-25F for Properties of the Landscape & Lighting District #6 Approving the Final Engineer's Report for the Annual Levy of Assessment for Fiscal Year 2015–16**
e. **To Approve Resolutions 2015-06-25G - 2015-06-25K for Properties of the Landscape Maintenance District of Valley High II, Valley High IV, Valley High V, Woodside Hills I and Woodside Hills III Ordering the Levy of Assessments for Fiscal Year 2015-16**
f. **To Approve Resolution 2015-06-25L for Properties of the Landscaping Maintenance Districts of Landscape and Lighting District #6 Ordering the Levy of Assessment for Fiscal Year 2015 -16**

g. **To Approve Resolution 2015-06-25M, Transferring Monies from the Park Landscape Assessment Fund for Assessment Districts 1-5 to the General Fund**
h. **To Approve Resolution 2015-06-25N, Transferring Monies from the Landscape & Lighting District #6 to the General Fund**

Upon motion of Board Members Donaghu & Glover the Board approved the consent calendar, tabling the June 4, 2015 minutes until all the Board Members could be present to review them.

PUBLIC HEARING

Preliminary Budget Fiscal Year 2015 - 16
Preliminary Budget Fiscal Year 2016 – 17

No public was present to speak

TO CONSIDER SELECTION OF CONSULTANT FOR RESERVE STUDY (ACTION)

Accounting Supervisor Mark Blair was present and he reported that the District received three proposals for the reserve study project. He commented that staff is recommending the Browning Reserve Group due to their experience, client reviews and pricing.

Board Chair Bonato asked if staff felt there should be an interview before a final decision was made. Blair commented that he felt the client reviews were more important than an interview.

Upon motion of Board Members Donaghu & Glover the Board approved the Browning and Reserve Group for the amount of $16,000, with annual updates of $1000.

REPORT ON 2015 WINE, WOMEN & SHOES AND PRESENTATION OF $15,000 CHECK TO MONUMENT CRISIS CENTER

Recreation Superintendent Tina Young and Senior Center Supervisor Kendra Luke were both present to review the event with the Board. They commented that the event was a huge success and the partnership with the Monument Crisis Center was delightful.

Luke complimented fundraising coordinator Sheila Cotruvo for all her hard work on the event.

Luke reviewed the event budget details. Board Member Donaghu asked how much the revenue of the event had increased this year. Luke said it was $18,166 more than last year.

Luke and Young said the District has already been approached by four non-profit organizations who have asked to be considered as a partner for Wine, Women & Shoes 2016. Young asked the Board members to submit any considerations they may have to her by July 10, 2015.

Luke and Young ended their report by showing the Board a short video of the event.

Board Member Glover said he was very impressed with the event.

Board Chair Bonato commented she was very impressed with the event, and happy with the decorations. She asked how the vendors felt about the event. Luke said they were all very pleased.

Sandra Scherrer, Executive Director of the Monument Crisis Center was present. Scherrer commented that it had been an honor to be part of the event, and to work with District Staff. She complimented all the hard work the staff put into the event.

The Board and District Staff presented Scherrer with a check for the Monument Crisis Center for their partnership in the event. Scherrer commented that on behalf of everyone at the Crisis Center she appreciated all the support from the District. She said it had been a great partnership.

REPORTS AND TO SET BOARD COMMITTEE MEETING DATES

a. **Land and Facility Development Committee**
b. **Personnel Committee**
c. **Budget & Finance Committee**
d. **Program Committee**

Land and Facility Development Committee: Nothing to report at this time.
Personnel Committee: Board Member Donaghu reported that the Committee met last week to discuss the Special Events Coordinator position. He commented this item will be presented to the Board as an action item at the July 9, 2015 Board Meeting.
Budget & Finance Committee: Nothing to report at this time.
Program Committee: Board Member Donaghu commented that there will be a full report at the July 9, 2015 Board Meeting. He commented that the Committee had met on June 23, 2015 to review the upcoming Spotlight and increasing the rental fees at the Community Center. He reviewed the highlights of the meeting with the Board, and said he will go into more detail at the July meeting. He distributed the Summer Camp Brochure to the Board.

BOARD ANNOUNCEMENTS AND REQUESTS TO STAFF

Bonato made the following announcements/questions:

- She asked about the Antioch Water Park incident and how it may affect our District. Young said according to Aquatic Supervisor Korey Riley there have been no new updates and the Antioch Park has been reopened. Park Superintendent Tom Bradley said he has been discussing the incident with the District's pool staff to make sure all safety precautions are in place at the District pools.
- She thanked staff for replacing her name tag.
- She commented that she is working with Marketing Director Jen Thoits regarding give
- away items at the Fourth of July parade.
- She would like a report on the Elderwood tree project.
- She has been receiving e-mails from the tennis club asking for contributions for the resurfacing of the courts.
- She will not be able to attend the Labyrinth Celebration on June 28, 2015.
- She was contacted by the people behind Pleasant Hill Park as to when the Redwood tree would be replaced. Bradley said it will not be done until late Fall.
- She complimented Bradley on how nice Pleasant Hill Park is looking.

STAFF ANNOUNCEMENTS

Recreation Superintendent Young made the following announcements:

- She said the Labyrinth Celebration will be on June 28, 2015 at 2:00 p.m.
- The Garden Study Club has donated $500 to the District.
- The Fourth of July event is coming up.
- The Board Tour of facilities will be on July 9, 2015 at 5:00 p.m.

ADJOURNMENT

Board Chair Bonato adjourned the meeting at 8:23 p.m. on behalf of Sherry and Mike Sterrett's 50th Anniversary.

_____

Tina Young, Acting Clerk of the Board

MEMORANDUM

TO: Board of Directors

FROM: General Manager

DATE: August 20, 2015

RE: August 27, 2015 Board Meeting

Report from Pleasant Hill Tennis Club

On Saturday, August 15, the Pleasant Hill Tennis Club had their Grand Re-opening of the new surfaced tennis courts at Pleasant Hill Middle School. It was a festive celebration. The General Manager was on hand, as well as Pleasant Hill Community Foundation Members, Recreation and Parks Manager Lance Hurtado along with the Pleasant Hill Tennis Club Members lead by the renowned Jim Utz. We would like to congratulate the Tennis Club. Tom Butler will be present to give a report on membership and activities of the Pleasant Hill Tennis Club.

MEMORANDUM

TO: Board of Directors

FROM: General Manager

DATE: August 20, 2015

RE: August 27, 2015 Board Meeting

To Consider Selection of Architect for Pool Resurfacing Project (ACTION)

Recreation Supervisor Korey Riley has been interviewing a number of architects for the pool deck resurfacing project. Enclosed in your board packet is her recommendation to hire the firm of Jones & Madhaven for the pool deck project. The General Manager is in agreement with the recommendation and the materials are attached for your review. The contract fee is $34,000.

Pleasant Hill Recreation and Park District

Memo

To: Robert B. Berggren, General Manager

From: Korey Riley, Aquatics Supervisor II

Date: August 18, 2015

Re: PH Aquatic Park Pool Deck – Architect Recommendation

On July 9, 2015 the Board of Directors approved replacing the pool deck at PH Aquatic Park for FY 15/16. In early August, I met with representatives of three aquatic architect firms: Aquatic Design Group, Jones & Madhavan and Terracon. I received design proposals from Nachi Madhavan of Jones & Madhavan and Noah Smith and Patricia Soto of Terracon.

The project scope given to the architects was:

- Replace pool deck, including deck drainage
- Provide for ADA access throughout the deck, including to the picnic area
- Provide information and options regarding the continued used of the existing diving boards in relationship to new regulations in CBC
- Replace undersized main drain return line from pool wall to filter room
- Replace underwater lights and conduits
- Replace floor drainage in filter room

After receiving the proposals, I spoke with references from each firm. I was most impressed with my meeting and the referrals from Jones & Madhavan. The references spoke of Mr. Madhavan's professionalism, knowledge and honesty. His work was described as neat and concise. They spoke highly of his ability to build trust with his clients, his ability to listen to his client's needs, his responsiveness and problem solving.

Based on my meetings with the architects, the design proposals and the reference checks, I recommend Jones & Madhavan as the architect for the Pool Deck project.

JONES & MADHAVAN
ARCHITECTURE
ENGINEERING

August 17, 2015

Ms. Korey Riley
Aquatic Supervisor
Pleasant Hill Recreation & Park District
147 Gregory Lane
Pleasant Hill, CA 94523

Dear Korey:

It was a pleasure meeting you last week to discuss the **Pleasant Hill Aquatic Park Renovation**. Based on your project description dated July 31, 2015 and my site visit, the proposed scope of work will include the following:

1. Replace concrete pool deck.
2. Replace pool deck drainage system.
3. Verify sufficient water depth at diving boards.
4. Add ADA path of travel from pool deck to picnic area.
5. Replace undersized main drain line from pool wall to equipment room.
6. Replace underwater lights and conduits for both pools.
7. Replace floor drain system in mechanical room.

Our design fee will be $34,000 with the following breakdown for each phase:

Preliminary Design	$6,800
Construction Documents	$17,000
Plan Approvals	$3,400
Construction Administration	$6,800

Our services will include the following:

1. Meeting with Pleasant Hill Recreation & Park District (District) staff to evaluate facility and verify proposed scope of work.
2. Review available record documents for facility.
3. Site visit to verify and document existing conditions by visual observation. A site survey by a licensed surveyor is not a part of this proposal.
4. Architectural and engineering design.

100 EAST THOUSAND OAKS BOULEVARD, SUITE 211 • THOUSAND OAKS, CALIFORNIA 91360 • TEL 805.777.8449 • FAX 805.777.8489 • WEBSITE: www.jmae.com

5. Prepare preliminary drawings and construction cost estimate for District review.

6. Prepare construction drawings and technical specifications suitable for competitive bid.

7. Secure plan approvals from all regulating agencies. Plan check fees would be paid by the District and drawing printing costs will be billed as a reimbursable expense.

8. Attend pre-bid walk, answer questions from bidders, and assist in the preparation of addendums if necessary during the bid phase.

9. Attend pre-construction conference and respond to Contractor's requests for information during construction.

10. Review Contractor's submittals during construction.

11. Attend three construction site meetings to verify Contractor's work is in conformance with Contract Documents.

12. Attend site visit at Substantial Completion and prepare punch-list of items to be completed prior to final acceptance.

Please note that we have not included replacing the deck in the Spray Ground area since this will require replacing many of the spray features that are embedded in the concrete slab. As an alternate, we can discuss various concrete coatings to provide better aesthetics.

Thank you for considering Jones & Madhavan for the **Pleasant Hill Aquatic Park Renovation**. If you have questions on any portion of our proposal, please call me at (805) 777-8449 ext. 102.

Sincerely,

JONES & MADHAVAN

Nachi Madhavan, AIA
Principal

JONES & MADHAVAN • ARCHITECTURE ENGINEERING

JONES & MADHAVAN HOURLY RATE SCHEDULE
Effective through December 31, 2015

Principal Architect	$170.00 per hour.
Principal Mechanical Engineer	$170.00 per hour.
Architectural Designer	$105.00 per hour.
Mechanical Designer	$105.00 per hour.
CAD Draftsperson	$90.00 per hour.
Secretary	$58.00 per hour.
Sub-Consultants (Civil, Electrical, Geotechnical, Structural Engineers, etc.)	Cost plus 15%.
Overnight and Messenger Delivery	Cost plus 15%.
Reproduction	Cost plus 15%.
Auto Mileage	55¢ per mile.
Travel Outside Los Angeles, Orange, Riverside, San Bernardino, Santa Barbara and Ventura Counties	Cost plus 15%.
Plan Approval Fees	Cost in advance.

JONES & MADHAVAN + ARCHITECTURE ENGINEERING

INTRODUCTION

Jones & Madhavan Architecture Engineering is a multi-disciplinary design firm dedicated to providing the highest quality architecture and engineering services for public aquatic facilities. Since being founded in 1990, JMAE has repeatedly demonstrated its ability to design modern aquatic facilities that meet the ever changing needs of its users.

JMAE's aquatic experience is varied in scope and includes a wide range of services. However, there is one constant, the firm's dedication to placing the needs of their client at the forefront of every design. To ensure this, JMAE has adopted a hands-on project management style by assigning one of the firm's principals as the main point of contact between the client and all other individuals involved with the project. This management approach has proven to be the key reason for JMAE's success in a very competitive market. In working for public agencies throughout California, JMAE has developed an impressive list of repeat clients.

JMAE intends to provide the highest level of professional design services available to its clients. In order to facilitate this goal, a design team that complements the capabilities of JMAE has been compiled. Each consultant is highly accomplished in their respective discipline and has experience with aquatic facilities.

Since its inception, JMAE has evolved into a full-service firm that is capable of being the single source for all design services necessary for an aquatic facility. Some of the in-house services provided by JMAE include:

- Renovation Analysis
- Programming
- Architecture
- Mechanical Engineering
- Aquatic Facility Design
- Aquatic Engineering
- Construction Management

JMAE's commitment to design excellence and furthering the advancement of the aquatic industry is proven and has been recognized by industry publications such as AQUATICS INTERNATIONAL magazine where several of JMAE's projects have received recognition.

Particulars of JMAE include:

Organization	General Partnership Doug Jones, PE, Partner Nachi Madhavan, AIA, Partner
Insurance	$1,000,000 - Professional Liability $2,000,000 - General Liability $1,000,000 - Automobile Liability $1,000,000 - Workers Compensation
Date of Inception	February 1990
Address	100 East Thousand Oaks Boulevard, Suite 211 Thousand Oaks, California 91360
Telephone	(805) 777-8449
Facsimile	(805) 777-8489
Web Address	http://www. jmae.com

ANALYSIS/PROGRAMMING/MASTER PLANNING

City of Cupertino
- Blackberry Farms Picnic Grounds Aquatic Facility

City of Davis
- Manor Pool

City of Los Alamitos
- United States Water Polo National Training Center

City of National City
- National City Municipal Pool

City of Oceanside
- Brooks Street Pool
- Marshall Street Pool

City of Paramount
- Orange Avenue Pool
- Paramount Park Pool

City of Pico Rivera
- Smith Park Pool

City of Riverside
- Arlington Park Pool
- Hunt Park Pool
- Islander Park Pool
- Reid Park Pool
- Shamel Park Pool
- Sippy Woodhead Pool
- Villegas Park Pool

City of Rohnert Park
- Citywide Aquatic Analysis

City of Salinas
- Salinas Municipal Pool
- Salinas Valley Aquatic Center

City of San Mateo
- Joinville Pool

City of Ventura
- San Buena Ventura Swim Center

County of Los Angeles
- Atlantic Park Pool
- City Terrace Pool
- Loma Alta Pool

County of Kern
- Westpark Pool

NEW CONSTRUCTION PROJECTS

Bieber Recreation District
- Big Valley Community Pool

City of Banning
- Repplier Park Aquatic Center

City of Carson
- Dominguez Park Aquatic Center
- Hemingway Aquatic Center

City of Culver City
- Culver City Municipal Pool

City of Cupertino
- Blackberry Farms Picnic Grounds Aquatic Facility

City of Davis
- Manor Pool Complex

City of Dixon
- Hall Park Wading Pool

City of East Palo Alto
- Bell Street Pool

City of Long Beach
- Martin Luther King Jr. Pool Enclosure

City of Los Angeles
- Granada Hills Recreation Center Pool
- Harvard Recreation Center Pool
- North Hollywood Park Splash Pad
- Northridge Recreation Center Pool
- Sepulveda Recreation Center Pool
- Stoner Park Recreation Center Pool
- Sun Valley Recreation Center Pool
- Van Nuys/Sherman Oaks Recreation Center Pool

City of Porterville
- Municipal Pool Complex

City of Riverbank
- Riverbank Community Pool

City of Riverside
- Arlington Park Pool
- Shamel Park Pool
- Villegas Park Pool

City of Rohnert Park
- Magnolia Park Pool

City of San Rafael
- Terra Linda Park Pool Complex

County of Los Angeles
- Atlantic Park Pool
- Challenger Memorial Youth Center Pool
- East Los Angeles Family Resource Center Pool
- Ted Watkins Park Pool
- Val Verde Park Pool

RENOVATION PROJECTS

City of Buena Park
- William Peak Park Pool

City of Cerritos
- Cerritos Olympic Swim Center

City of Compton
- William Love Pool

City of Corona
- Auburndale Pool
- City Park Pool

City of Irvine
- Heritage Park Pool

City of Long Beach
- Silverado Park Pool

City of Los Alamitos
- United States Water Polo National Training Center

City of Los Angeles
- Hansen Dam Swim Lake
- Sepulveda Recreation Center Pool

City of National City
- Municipal Pool

City of Oakdale
- Royse Memorial Pool

City of Oceanside
- Brooks Street Pool
- Marshall Street Pool

City of Paramount
- Orange Avenue Pool
- Paramount Park Pool

City of Riverside
- Reid Park Pool

City of Santa Ana
- Memorial Pool

City of Santa Clarita
- Newhall Park Pool
- North Oaks Park Pool
- Santa Clarita Park Pool
- Valencia Glen Park Pool
- Valencia Meadows Park Pool

City of Seal Beach
- McGaugh School Pool

Rancho Simi Recreation and Park District
- Sequoia Park Pool

Town of Yucca Valley
- Yucca Valley High School Pool

County of Los Angeles
- Arcadia Park Pool
- City Terrace Pool
- El Cariso Park Pool
- George Lane Park Pool
- Helen Keller Park Pool
- Jesse Owens Park Pool
- Knollwood Golf Course Pool
- La Mirada Park Pool
- Lennox Park Pool
- Loma Alta Park Pool
- Mona Park Pool
- Roosevelt Park Pool
- Roy Campanella Park Pool

ANALYSIS/PROGRAMMING/MASTER PLANNING

Avalon Boosters Club & Long Beach Unified School District
- Catalina Island Aquatic Center

Cate School
- Cate School Aquatic Center

Culver City Unified School District
- Culver City High School Natatorium

Long Beach Unified School District
- Lakewood High School Pool
- Millikan Senior High School Pool

Napa Valley Unified School District
- Vintage High School

Oceanside Unified School District
- El Camino High School Pool Facility

Santa Monica/Malibu Unified School District
- Lincoln Middle School Pool

Santa Rosa Unified School District
- Ridgway Swim Center

NEW CONSTRUCTION PROJECTS

Avalon Boosters Club & Long Beach Unified School District
- Catalina Island Aquatic Center

Brentwood School
- Brentwood School Pool

Cate School
- Cate School Aquatic Center

California State University
- Monterey Bay Aquatic Center
- Sonoma State University Residence Hall Spa
- Sonoma State University Student Housing Pool & Spa

Chaffey Community College District
- Chaffey College Pool

Chino Unified School Dristrict
- Chino High School Pool

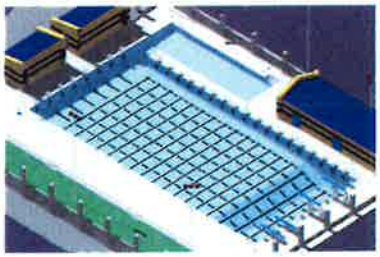
Fremont Unified School District
- American High School Pool

Los Angeles Community College District
- Los Angeles Southwest College Pool Complex
- West Los Angeles College Therapy Pool

Los Angeles Unified School District
- Los Angeles Center for Enriched Studies Pool

Natomas Unified School District
- Natomas High School

Oxnard Unified School District
- Oxnard High School Pool



Pasadena Community College District
- Pasadena City College Pool

Polytechnic School
- Polytechnic School Pool

Porterville Unified School District
- Granite Hills High School Pool Facility

University of California
- UCLA Conference Center Pool Complex

RENOVATION PROJECTS

California State University
- CSU Fullerton Pool Complex
- CSU Hayward Pool Complex
- Sonoma State University Pool

Chino Unified School District
- Don Lugo High School Pool

Downey Unified School District
- Warren High School Pool

Fremont Unified School District
- Irvington High School Pool
- Kennedy High School Pool
- Mission High School Pool
- Washington High School Pool

Long Beach Unified School District
- Jordan High School Pool
- Lakewood High School Pool
- Millikan Senior High School Pool
- Polytechnic High School Pool
- Wilson High School Pool

Los Angeles Community College District
- East Los Angeles College Pool
- Los Angeles Valley College Pool

Palos Verdes Peninsula Unified School District
- Miraleste Middle School Pool

Pomona College
- Pendleton Pool

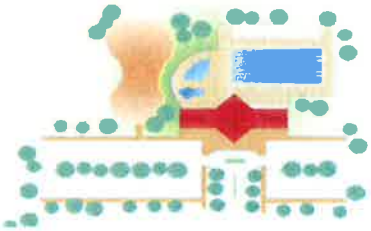
Porterville Unified School District
- Monache High School Pool
- Porterville High School Pool

Santa Rosa Unified School District
- Ridgway Swim Center

Sonoma County Junior College District
- Santa Rosa Junior College Pool

Vallejo Unified School District
- Vallejo Plunge

PRIVATE ENTERPRISE AQUATIC FACILITIES



ANALYSIS/PROGRAMMING/MASTER PLANNING

Aquacenter
Orcutt Aquacenter

Lake of the Pines Association
Lake of the Pines Aquatic Center

Piedmont Swim Center
Piedmont Swim Center

The Sea Ranch Association
Del Mar Center Recreation Center Facilities Pool

NEW CONSTRUCTION PROJECTS

Foothill Ranch Association
Foothill Ranch Community Pool

Hilton Hotels
Hilton Suites Spa, Orange

Lake of the Pines Association
Lake of the Pines Aquatic Center

Parc Wilshire
Parc Wilshire Community Pool

Roripaugh Ranch
Primary Center Pools & Spa

Rose Bowl Aquatic Center
Rose Bowl Aquatic Center Therapy Pool

San Francisco Cruise Terminal
Bryant Street Tower Pool

Ski & Sports, Inc.
Ski & Sports, Fullerton, Diver Training Pool

Sports Chalet, Inc.
Sports Chalet, Rancho Cucamonga, Diver Training Pool

St. John of God Retirement Center
St. John of God Assisted Living Center Pool

Tahoe Donner Association
Trout Creek Recreation Center Pool Complex

The Sea Ranch Association
Del Mar Center Recreation Center Facilities Pool

Urban Ventures Del Mar, LLC
Del Mar Station Community Pool

RENOVATION PROJECTS

Burnham USA Equities, Inc.
Granville Pool & Spa

Piedmont Swim Club
Piedmont Swim Center

Salesian Boy's & Girl's Club
Salesian Boy's & Girl's Club, Los Angeles

NACHI MADHAVAN, AIA

As a Principal and founding member of Jones & Madhavan Architecture Engineering, Mr. Madhavan contributes more than 20 years of architectural experience to each project. His experience in aquatic facilities dates back to 1986 and includes design and management of a wide variety of projects. Mr. Madhavan also has considerable experience in facility programming and has developed architectural programs for aquatic facilities throughout the country. His qualifications include:

Registration:
Architect, California #C25855.

Education:
California Polytechnic State University, San Luis Obispo, Bachelor of Science 1983.

Affiliations:
American Institute of Architects.
California Parks and Recreation Society.
Southern California Professional Pool Operators Association.

Lectures:
National Recreation & Parks Association.
Southern California Professional Pool Operators Association.

A sample list of his municipal aquatic facility experience includes:

Municipal Facilities

Atlantic Park Pool
Culver City Municipal Pool
Dominguez Park Aquatic Center
East Los Angeles Family Resource Center Pool
Hemingway Aquatic Center
Porterville Municipal Pool Complex
Salinas Valley Aquatic Center
Stoner Recreation Center Pool
Terra Linda Park Pool Complex
Van Nuys Sherman Oaks Recreation Center Pool

Educational Facilities

CSU Monterey Bay
Chaffey College Pool
Los Angeles Southwest College Pool Complex
Los Angeles Center for Enriched Studies Pool
Natomas High School
Oxnard High School
Palos Verdes High School Pool
Pasadena City College Pool
Santa Rosa Junior College Pool
West Los Angeles College Therapy Pool

DOUG R. JONES, PE

As a founding member of Jones & Madhavan Architecture Engineering, Mr. Jones contributes more than 20 years of engineering and aquatic facility experience to every project. His expertise includes a full understanding of the different types of filtration, sanitation, circulation and heating systems that are available for aquatic facilities. He has researched the various systems and determined the positive and negative aspects of each with respect to performance, maintenance and system life. His qualifications include:

Registration:
Mechanical Engineer, California #25446

Education:
California Polytechnic State University, San Luis Obispo, Bachelor of Science 1984.

Affiliations:
American Society of Mechanical Engineers.
National Council of Examiners for Engineering and Surveying.
California Parks & Recreation Society.
American Society of Heating, Refrigerating, and Air Conditioning Engineers.

Lectures:
California Parks & Recreation Society.

In addition to his experience in aquatics, Mr. Jones also has experience in designing plumbing and mechanical systems for buildings and solar heating systems for aquatic facilities when energy efficient designs are a priority.

A representation of Mr. Jones' aquatic facility experience includes:

Municipal Facilities

Blackberry Farm Picnic Grounds
City Park Pool
Helen Keller Park
National City Municipal Pool
North Hollywood Park Splash Pad
Paramount Park Pool
Reid Park
Sepulveda Recreation Center Pool
United States Water Polo National Training Center
Val Verde Park Pool

Educational Facilities

American High School Pool
CSU Hayward
CSU Fullerton
East Los Angeles Community College Pool
Granite Hills High School
Jordan High School Pool
Mission High School Pool
Porterville High School Pool
Sonoma State University Pool
UCLA Conference Center Pool Complex

Terracon

17 August, 2015

Korey Riley
Aquatics Supervisor II
Pleasant Hill Recreation & Park District
147 Gregory Lane
Pleasant Hill, CA 94523

Phone: (925) 682-0896 ext. 617
Email: kriley@pleasanthillrec.com

Proposal #: PND150265

SUBJECT: **Pleasant Hill Recreation & Park District (PHRPD)**
Aquatic Facility Swimming Pools and Splash Pad Deck Replacement
Pleasant Hill, CA

Dear Korey:

Thank you for the opportunity to present our fee proposal for the Aquatic Design and Swimming Pool Engineering for the proposed swimming pool and splash pad deck replacement project at 147 Gregory Lane, Pleasant Hill, CA 94523.

Project Information:

The PHRPD retains the Consultant (TERRACON), for professional aquatic design and swimming pool engineering consulting services to prepare construction documents for the Project.

The subject facility was originally constructed in 1955 and remodeled in 1998 and 2009 and consists of one (1) recreation/teaching pool, one (1) recreation/diving pool and one (1) recently added in 2006 a splash pad with a variety of interactive water features.

The recreation/teaching pool is approximately 1,800 square feet in size, varies in depth from 3'-6" to 5'-0", has a skimmer circulation system, the recreation/dive pool is 2,700 square feet in size, varies in depth from 2'-0" to 10'-6", has a skimmer circulation system and two (2) competitive regulation 1-meter springboards and 'durafirm' dive stands complete with fulcrum.

Terracon staff visited the site and viewed the concrete decking surrounding two (2) swimming pools at the subject facility and confirm it has sustained cracking and experienced deterioration and distress. The splash pad, constructed since the swimming pools, has variations in deck contour that does not allow the feature's 'splash' water to drain adequately to the sumps returning water to the system.

Per the request of PHRPD we have been asked to prepare construction documents and specifications and an estimate of 'probable costs' for the demolition and reconstruction of the pool decking, the replacement of the splash pad play area, the installation of an ADA access ramp to the grass area adjacent to the pool area and provide new deck drainage in the area to the surrounding fence lines.

Phone: 925.609.7224
5075 Commercial Circle, Suite E, Concord, CA 94520

Scope of Services:

A copy of any previous evaluation reports for the existing condition of the concrete decking should be provided to our office for review and reference. Our scope of work and fee proposal may require revisions upon review of those documents.

The scope of the Consultant's services shall include:

- Geotechnical investigation for slab replacement and retaining wall. (See Exhibit A)

- Site Topographic Survey and Record Boundary.

- Site Civil Grading and Drainage - pool deck and splash pad area.
  - NPDES C.3 Compliance: As this is a re-paving project, it is not anticipated that this project will need to be in compliance with the C.3 regulations.

- Demolition documents for removal of deck areas including removal of deck drains, all embeds, slash pad deck area, hose bibs, and other miscellaneous deck items that are embedded into and around the deck.

- Design documents to replace the deck area, related underground plumbing items to replace hose bibs, and related items including but not limited to the following;
  - Steel reinforcing for deck area
  - Provide and set grab rail and hand rail anchors
  - Placement of concrete to finish deck (approximately 15,500 square feet) – medium broom finish
  - Deck caulking as required
  - Cut outs in concrete and installation of tile deck markers and warning signs.
  - Splash pad deck area sloped to existing sumps for return water.
  - Design of new concrete ADA ramp and stairs to access adjacent grassed park area.

- Probable construction cost estimate

1. Specifications will be provided on plan documents for the over-excavation/compaction of deck soils and concrete decking.

2. Terracon will provide 2 copies of estimate of probable costs. Terracon will provide 4 copies of the construction documents and calculations signed by a civil engineer licensed in the state of California.

A. Provide progress sets of SP sheets to Owner at the following design intervals:
- 50%
- 90% to 99%
- 100%

B. Support this phase of the design with open communication for related questions or clarification. Conference calls and/or phone consultation to address pool issues only. If participation required during general project non-pool related issues exceeding 15-minutes will be subject to additional fees and billed per the rate listed under Additional Services.

C. One (1) time initial submission of the plan set for Building Department. Response revisions to Building department comments have been include in our base fee.

AGENCY REVIEW AND BIDDING PROCESS
(0) Site Visit.

A. Address agency and bidders inquiries and furnish answers to concerned agency and respond to RFI items pertaining to the pools and to clarify drawings and specifications, if required.

CONSTRUCTION OBSERVATION PHASE
(4) 1/2-Day Site Visits.

A. Review submittals, i.e., shop drawings, product information and requested substitutions by manufacturers and/or contractors with regard to the pool(s) and its related systems.

B. Observe construction of the aquatic related items during specific milestones throughout construction and submit a report following each site visit.

C. Provide final observation of the aquatic facility to confirm that the pool and its related equipment have been installed as designed and specified. Submit a final punch list.

D. Maintain open communication for the discussion of questions and issues as they arise in the development of the project. Conference calls and/or phone consultation exceeding 15 minutes will be billed per the hourly rates listed under Additional Services.

DRAWINGS: All of the drawings, and specifications, prepared by the Consultant as instruments of service are and shall be the property of the Consultant whether the project for which they are made is executed or not. The Design Team and Owner shall be permitted to retain copies, including reproducible copies of the drawings and specifications, and shall have a non-exclusive limited license to use such for the sole purpose of constructing and operating the facility as described herein and for no other purpose.

The Consultant further represents that the work, plans and specifications to be prepared by it for the swimming pool design of this project shall not be based on one supplier, and shall be fit for their intended purpose unless in the opinion of the Consultant there are no equal products available.

Except for reference and coordination purposes in connection with future additions or alterations to the work, drawings, specifications and other documents prepared by Terracon, are instruments of the service for use solely with respect to this project and, unless otherwise provided, Terracon shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. The Consultant's drawings, specifications or their documents shall not be used by the Design Team/Owner/Contractor or others on other projects except by agreement in writing and with appropriate compensation to the Consultant.

AGENCY REVIEW AND APPROVAL OF PLANS AND SPECIFICATIONS: All permits shall be obtained from Health Departments and new construction agencies by the Architect/Contractor with the Consultant's assistance in filling out forms and answering questions. Once an authorized representative of a regulatory agency having jurisdiction over the Project including, but not limited to the Health Department approves the original design, Terracon will not be required to revise or address any design changes or field modifications with enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to the previously prepared Instruments of Service; provided Terracon will work with the design team in determining a solution at an agreed upon charge for such services.

CONSULTANT NOT RESPONSIBLE: Architect and Owner herby release Consultant from any and all claims, now existing or hereafter made, as a result of, construction means, methods, techniques, sequences or procedures, and shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any of the construction work on the project or for the failure of any of them to carry out the work as set forth in the plans and specifications to be prepared by the Consultant. However, if during the field observation the Consultant becomes aware of an act or omission, or a failure by a contractor, subcontractor or any other person performing any of the construction work, to carry out the work in accordance with the plans and specifications, the Consultant shall bring same to the attention of the Architect; provided Consultant has no obligation to do so or liability hereunder for the failure to do so.

Consultant shall not be responsible for preparing as-built drawings. At the Architects'/Owners' request, Consultant shall require contractor to provide as-built drawings in the specifications and submit to consultant for observation and comment.

HOLD HARMLESS: The Architect/Contractor shall be responsible for the design of the building, not the Consultant. The Architect/Contractor and Owner, each, shall hold harmless the Consultant from all claims relating to building design, and specifically claims related to condensation, moisture damage, excessive humidity, absence or poor performance of vapor barriers and corrosion of surfaces.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total cumulative liability, in the aggregate, of Terracon and Terracon officers, directors, partners, shareholders, employees, agents and sub-consultants/sub-contractors (collectively "Terracon Entities"), and any of them, to Architect/Contractor, Owner and anyone claiming by, through or under Architect/Contractor or Owner for any and all claims, losses, costs, or damages whatsoever, including attorney's fees, arising out of, resulting from, or in a anyway related to the drawings, specifications, reports, conclusions and recommendations will not exceed the gross compensation received by Terracon under this agreement or $50,000, whichever is greater; provided, however, that such liability is further limited as described in the attached Terms and Conditions. Upon clients' written request, Terracon and Architect/Contractor may agree to increase limitation to a greater

amount in exchange for a negotiated increase in Terracon fee, provided that they amend this agreement in writing as provided in Terracon Terms and Conditions. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Compensation:

Consultant's fee shall be a lump sum: **$37,250.00**

PAYMENT SCHEDULE: The Consultant shall be paid monthly based on percentage complete for the following phases:

Site Geotechnical Investigation and Report	$3,750.00
Site Topographic Survey and Record Boundary	$2,900.00
Site Civil and Grading Plan	$7,500.00
Construction Documents Phase	$15,500.00
Probable Construction Cost Estimate	$3,800.00
Agency Review and Bidding Phase	$800.00
Construction Observation Phase	$3,000.00
Construction Material Inspection and Testing	Additional

The Consultant shall submit monthly invoices for services based upon the percentage of the Consultant's services completed at the time of billing. Architect/Contractor shall make payments to Terracon within thirty (30) days after receipt of invoice. Consultant may, after giving seven (7) days written notice to the owner, suspend services until payment is made in full of all past due invoices for this project.

Reimbursable expenses shall consist of travel expenses and personnel time for additional trips, all document printing and reproduction, postage and express mailings. Reimbursable expenses shall be billed to the Owner at cost plus 20%.

Should any additional tasks be required, not described above, including Opinion of Probable Costs or re-design of pool shapes, features, systems, due to program change by the Owner, the Consultant will execute such tasks when authorized by the Owner and will be compensated as additional services according to the Additional Services Fee Schedule.

PROJECT SCHEDULE: Should the project phase schedule be delayed, through no fault of the Consultant, the Consultant's schedule will be extended commensurate with the delays created by others.

ADDITIONAL SERVICES: All additional services must be authorized in writing. The Consultant shall be paid for additional services according to the following fee schedule (if not listed as a lump sum):

Senior Associate	$190.00/hour
Designer/Project Manager	$175.00/hour

Project Engineer	$165.00/hour
Staff Engineer	$135.00/hour
Revit Designer	$100.00/hour
CAD Drafter	$88.00/hour
Administration	$65.00/hour
Expenses	billed at cost +20% (car/air/hotel)
Site Visit	per hourly rates & mileage (2-hr min)
Mileage	$0.90/per mile

ENTIRE AGREEMENT: This Agreement constitutes the entire understanding between the parties and cannot be modified except by their mutual written consent.

TERRACON

BY: _____

Noah Smith, G.E.
Associate Principal

BY: _____

Patricia Soto
Designer - Senior Project Manager

DATE: 17 August, 2015

PLEASANT HILL RECREATION & PARK DISTRICT

BY: _____

DATE: _____

Terracon

Reference Number: PND150265

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Pleasant Hill Recreation & Park District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Pleasant Hill Pool Deck Replacement project ("Project"), as described in the Project Information section of Consultant's Proposal dated 08/10/2015 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to California law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant:	**Terracon Consultants, Inc.**	Client:	**Pleasant Hill Recreation & Park District**
By:	Date: **8/17/2015**	By:	Date:
Name/Title:	**Noah T. Smith, PE, GE / Senior Associate**	Name/Title:	**Korey Riley / Aquatics Supervisor II**
Address:	**5075 Commercial Cir. Ste. E**	Address:	**147 Gregory Lane**
	Concord, CA 94520		**Pleasant Hill, CA 94523**
Phone:	**(925) 609-7224** Fax: **(925) 609-6324**	Phone:	Fax:
Email:	**Noah.Smith@terracon.com**	Email:	**kriley@pleasanthillrec.com**

Reference Number: PND150265

Terracon

EXHIBIT A

A. GEOTECHNICAL SCOPE OF SERVICES

Geotechnical Exploration and Engineering Services:

The geotechnical engineering services to be provided by Terracon are summarized in the following paragraphs.

Field Program:
We propose to excavate four (4) soil borings to depths varying from 5 to 10 feet below ground surface (bgs) or to practical refusal. The soil borings will be excavated within the pool decking and picnic area. The concrete pool decking will need to be cored in order to excavate the soil borings. We will attempt to locate the cores away from high traffic areas.

Test samples will be collected and the soils will be logged during drilling of the borings in general accordance with the appropriate ASTM methods. In addition we will observe and record groundwater levels during and after drilling and excavating. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

The boreholes will be backfilled with soil cuttings. Once the soil borings are complete and backfilled, the holes cores will be topped with neat cement. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically and backfilled if necessary.

Conditions/Items to be provided by Client:
Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. The name and number of the on-site contact should be provided to schedule access. We will contact Underground Services Alert (USA) for location of utilities in public easements. Terracon will not be responsible for underground utilities (public or private) incorrectly marked or not marked by others. If there are any other restrictions or special requirements regarding this site or exploration, these also should be made known to us prior to commencing the fieldwork.

Our fee is based on the site being accessible with our portable hand auger and Terracon providing layout of the borings; additional costs may result if this is not the case. It does not include services associated with additional site clearing, wet ground conditions, tree or shrub clearing, damage of existing landscape or location of underground utilities beyond contacting Underground Services

Alert (USA) locate service and retaining a private utility locator. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

Terracon will take reasonable efforts to reduce damage to the property. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Our proposal assumes that the field exploration can be performed with level D personal protective equipment. If evidence of contamination is observed in any of the borings, the exploration at that location will be terminated and our findings discussed with you. Should special personal protective equipment or special borehole sealing procedures become necessary, our fee will be discussed with you prior to commencing further drilling.

Staking/Locating Methods: For field reconnaissance and location of borings, Terracon will use hand-held recreational GPS equipment accurate to within 15 feet of the locations. The final locations of the borings will be marked on the Boring Location Plan and submitted with the final geotechnical investigation report.

Laboratory Testing: The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a professional engineer and may include visual classification, moisture content, dry density, sieve analysis, Atterberg limits, direct shear, and strength tests (unconfined compression/calibrated penetrometer), as appropriate.

Geotechnical Engineering Report: The results of our field and laboratory programs will be evaluated by a geotechnical engineer licensed in the State of California. Based on the results of our evaluation, a geotechnical engineering report will be prepared. In general, the following will be included/addressed in our geotechnical report:

- Site location and description
- Computer generated boring logs with soil stratification based on visual soil classification
- Summarized laboratory results
- Groundwater levels observed during and after completion drilling
- Boring location plan
- Subsurface exploration procedures
- Soil conditions encountered
- Recommended foundation types for retaining walls and any new splash pad features
- Recommendations for exterior slab-on-grade
- Site preparation/earthwork recommendations
- Drainage

B. SCHEDULE

Schedule for Geotechnical and Engineering Services:

Task	Starting Date**
Site visit and boreholes locating, USA	3 days after NTP*
Mobilization	5 to10 days after NTP*
Final Geotechnical Engineering Report	10 days after completion of field work

*NTP: Notice to Proceed
**Number of days reflect business days
***Our schedule will be extended commensurate with delays caused by others.

C. COMPENSATION

TASK		FEE	Authorized by Client Yes / No
Geotechnical Engineering Report	Drilling Services	$1,600	☐ Yes ☐ No
	Geotechnical Eng. Report	$2,150	
	Total Cost	**$3,750**	

The drilling services task includes drilling up to 30 feet with a portable hand auger. The base geotechnical engineering report task includes marking boring locations for utilities clearance, field soil logging, laboratory testing, and an engineering report. Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed with any additional work, unless authorized by your signature on the Supplement Agreement form.

From: Soto, Patricia [Patricia.Soto@terracon.com]
Sent: Tuesday, August 18, 2015 1:25 PM
To: Korey Riley
Subject: References as requested

Karen McNamara
City of San Ramon
925.973.2801
kmcnamara@sanramon.ca.gov

Micki Cronin
City of Dublin
925.556.4500
Micki.cronin@dublin.ca.gov

Sue Barry *(Sue would know Trish from Rowley International, now a Terracon Company)*
City of Brentwood
925-516-5444
sbarry@brentwoodca.gov

Don Salts *(Don would know Noah from Neil O Anderson & Associates, now a Terracon Company)*
City of Martinez
925.372.3528
dsalts@cityofmartinez.org

Patricia J. Soto *(Trish)*
Aquatic Design and Swimming Pool Engineering
TERRACON
5075 Commercial Circle # E I Concord, CA 94520
D (925) 270 1665 I C (310) 832 3642
trish.soto@terracon.com I terracon.com

Terracon provides environmental, facilities, geotechnical, and materials consulting engineering services delivered with responsiveness, resourcefulness, and reliability.

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Private and confidential as detailed here (www.terracon.com/disclaimer). If you cannot access hyperlink, please e-mail sender.

MEMORANDUM

TO: Board of Directors

FROM: General Manager

DATE: August 20, 2015

RE: August 27, 2015 Board Meeting

To Consider Going Out to Bid for Pleasant Hill Park Pathway Project (ACTION)

We are excited to finally embark on the Pleasant Hill Park Pathway Project. The Board of Directors reviewed the plans at the last board meeting and now we are asking for the Board's approval to go out to bid for the Pleasant Hill Park Pathway Project. Attached is the bid packet for your review.

We are asking that bids be returned by September 22, 2015. We are still hopeful that the work can be started and completed during the late fall/winter season.

August 21, 2015

TO: Prospective Bidders

FROM: Tom Bradley, Park Superintendent

SUBJECT: Pleasant Hill Park Pathway Replacement

Pleasant Hill Park District is replacing the pathways at Pleasant Hill Park.

If you are interested in bidding this project, please procure a bid package from ARC Western at 5753 Pacheco Blvd, Pacheco Ca.

Return your bid by **2:00 pm on September 22, 2015** to the following address:

Pleasant Hill Recreation & Park District
District Office
147 Gregory Lane
Pleasant Hill, CA 94523

A **Pre-Bid Conference** and site visit will be held at the Pleasant Hill Recreation & Park District, District Office, 147 Gregory Lane, Pleasant Hill, CA 94523, on **September 9, 2015 at 10:00 am**. Although not mandatory, Bidders are strongly encouraged to attend since all Bidders will be required to acknowledge that they visited the site, and that they have reviewed all site conditions prior to submitting their bid.

Prior to beginning work, the selected contractor must meet all provisions as listed in the Contract Documents.

If you have any questions, please submit in writing by email to Tom Bradley, Park Superintendent at tbradley@pleasanthillrec.com. **Please include the following in the subject line of the email:** PHP Pathway Replacement

Tom Bradley
Park Superintendent

BID DOCUMENTS

for the

PLEASANT HILL PARK PATHWAY REPLACEMENT

Project Location:
147 GREGORY LANE
Pleasant Hill, California 94523

Bids are due by 2:00 pm on September 22, 2015

at the
Pleasant Hill Recreation & Park District
District Office
147 Gregory Lane
Pleasant Hill, CA 94523

Drawings and Specifications Provided by:

147 GREGORY LANE
PLEASANT HILL CA
94523

DOCUMENT 00100

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT the Pleasant Hill Recreation and Park District hereby calls for bids for the project referred to, and described as follows:

PROJECT NAME: PLEASANT HILL PARK PATHWAY REPLACEMENT
PROJECT DESCRIPTION: Work consisting of the following, as further described under all other provisions of the Contract Documents:

Replacement of pathways at Pleasant Hill Park in accordance with the drawings and specifications included in the Contract Documents. The work includes, but is not limited to: obtaining all required permits (demolition, grading, encroachment, fire, etc.); preparation and approval of a waste management plan and traffic control/phasing plan; installation of temporary fencing; providing all temporary power and utilities to perform the Work protecting trees; capping underground utilities and irrigation lines; rough grading the site; and demobilization.

Pre-Bid Conference: A Pre-Bid Conference and site visit will be held at the Pleasant Hill Recreation and Park District Office at 147 Gregory Lane, Pleasant Hill, CA, on **September 9, 2015**. Although not mandatory, Bidders are strongly encouraged to attend since all Bidders will be required to acknowledge that they visited the site, and that they have reviewed all site conditions and available documents prior to submitting the bid.

Each bid shall be in accordance with the Contract Documents on file at the District Office at 147 Gregory Lane, Pleasant Hill, CA, and available for procurement as noted below.

Sealed bids shall be delivered to the District Office at 147 Gregory Lane, Pleasant Hill, CA, directed to the attention of Tom Bradley, Park Superintendent, no later than 2:00 p.m., Wednesday, September 22, 2015. Any bid received after that time will be returned, unopened. Bidders will be notified of the preliminary results by 4:00 p.m. on September 22, 2015.

The successful bidder and its subcontractors must comply with all applicable federal, state, and local laws and regulations throughout the term of the Agreement for this project.

Copies of the Contract Documents may be obtained ARC Western at 5753 Pacheco Blvd, Pacheco Ca. The purchase of partial sets of the Bid Documents will not be allowed. Bid Documents will also be available for review at **Contra Costa Builder's Exchange, 2440 Stanwell Drive, Concord, CA 94520, Phone #925-685-8630.**
Bidders are advised that the Contract Documents require a performance bond, in the amount of 100% of the contract price, to be written by California admitted surety insurers. The Contract Documents also require a Bid Bond.

Bidders shall guarantee the total bid price for a period of 60 calendar days from the date of bid opening.

In accordance with the provisions of California Public Contract Code Section 3300 and other applicable laws, the District has determined that the Contractor shall have a valid California **Contractor's License "A" , "B" or C27 ,** at the time the bid proposal is submitted. Failure to possess the specified license shall render the Bid Proposal non-responsive.

California Labor Code Section 1771 provides "Except for public works projects of one thousand dollars ($1,000.00) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works." In accordance with California Labor Code Section 1773.2, the District advises that copies of the prevailing rate of per diem wages are on file at the District's administrative office, which shall be made available to any interested party on request, and/or at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774, or at their web site at www.dir.ca.gov. Additionally, the successful bidder shall post a copy of the determination of the director of the prevailing rate of per diem wages at each job site.

The Contractor may elect to receive 100% of payments due under the Contract Documents without retention of any portion of the payment by the District by depositing at contractor's expense securities of equivalent value with the District or with a state or federally chartered bank in California as escrow agent, in accordance with the provisions of Section 22300 of the California Public Contract Code.

The District reserves the right to reject any or all Bid Proposals, to waive any informality in a Bid Proposal, and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the District.

Any questions should be submitted, via email only, to Tom Bradley, Project Manager, at: tbradley@pleasanthillrec.com. **Please include the following in the subject line of the email: PHP Pathway Replacement. DO NOT** include attachments with email inquiries, or they will be returned un-opened.

END OF DOCUMENT

DOCUMENT 00200

INFORMATION FOR BIDDERS

1. GENERAL REQUIREMENTS

(a) EXAMINATION OF CONTRACT DOCUMENTS; SITE INSPECTION. Attention is directed to bidder's obligations under Article 2 of the General Conditions concerning examination of the Contract Documents (defined in Paragraph 5 of the attached Agreement) and under Article 4 of the General Conditions concerning inspection of the site of the work. Any questions should be emailed to Tom Bradley, Park Superintendent, at tbradley@pleasanthillrec.com, **with no attachments.**

(b) LICENSING. Attention is directed to the requirements of sections 7000, et seq. of the California Business and Professions Code, known as the "Contractor's State License Law." Each bidder must take whatever steps are necessary to comply with this law for this project. A valid **California Contractor's License "A", "B" or "C27"** is required for the performance of this project.

(c) AMENDMENTS TO CONTRACT DOCUMENTS. No Contract Documents may be modified prior to opening of bids in any way other than by written Addenda furnished to all bidders that have obtained bid documents not later than three (3) days prior to the opening of bids. All such Addenda must be referred to by date and number in the Bid Proposal.

(d) RIGHT TO REJECT BIDS. The District reserves the right to reject any or all bids, to waive any informality in bids and to make award to the lowest responsive, responsible bidder as it may best serve the interest of the District.

(e) LOW BID. The low bid shall be determined by the aggregate amount of the bidder's base bid. The District may also choose to award alternate bids to the low base bidder which alternate bids, in its sole discretion, the District elects to include in the award.

(f) WITHDRAWAL OF BIDS. Bids may be withdrawn prior to the opening of bids only by signed, written notice delivered to the District to such effect prior to the time for bid opening. Bids may be withdrawn after the bid opening only as provided by applicable law.

(g) WAGES. California Labor Code Section 1771 provides "Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works." In accordance with California Labor Code Section 1773.2, the District advises that copies of the prevailing rate of per diem wages are on file at the District's administrative office, which shall be made available to

any interested party on request, and/or at the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or their web site at www.dir.ca.gov. Additionally, the successful bidder shall post a copy of the determination of the director of the prevailing rate per diem wages at each job site.

(h) LABOR LAWS. Contractors shall comply with Chapter 1 of Part 7 of Division 2 of the California Labor Code, beginning with Section 1720, and, without limitation, including Sections 1775, and 1813, concerning penalties and forfeitures for prevailing wages and hours violations.

2. BID PROPOSAL

(a) FORM DELIVERY. The bid must be submitted on an unaltered copy of the Bid Proposal form (Document 00400) supplied with this Information for Bidders. EVERY BLANK MUST BE FILLED IN. EITHER CROSS OUT OR INSERT "N/A" IN THE BLANKS THAT ARE NOT APPLICABLE. The Bid Proposal must be delivered (with enclosures, if any) in a sealed envelope marked:

Pleasant Hill Recreation & Park District
District Office
147 Gregory Lane
Pleasant Hill, CA 94523
Attention: **Tom Bradley, Park Superintendent**

Proposal for Project Referred to as:
Pleasant Hill Park Pathway Replacement

Any bid not delivered to the above address before the time set for the opening of bids in the Notice to Bidders will be returned unopened. Bids will be received at no other place. If the bid is mailed, it must be sent by certified or registered mail, return receipt requested, and actually be received by the District within the time deadline.

(b) COMPLETE WORK. Bids must be for the complete work covered by the Contract Documents.

(c) Bond Accompanying Bid: Bids must also include a completed Document 00411, Bond Accompanying Bid.

(d) PERFORMANCE AND PAYMENT BONDS. Each bid shall include all charges for furnishing the bonds (100% of the Bid amount). The successful bidder shall furnish the bonds as described in Paragraph 3 (b) below.

(e) SIGNATURES ON BID PROPOSAL. The Bid Proposal must be signed by an authorized person for the bidder. If the bidder is a partnership, a general partner must sign. If the bidder is a corporation, an authorized officer or officers of the corporation must sign.

3. POST-BID PROCEDURE

(a) AWARD OF CONTRACT. The bids will be reported to the Board of Directors of the District at a later date, and the Board will take formal action.

(b) AGREEMENT; BONDS. The successful bidder will be promptly notified and within 10 calendar days from the receipt of notice of award shall deliver a completed, signed copy of the agreement form supplied by the District and one fully executed copy of each bond required under Article 5 of the General Conditions (forms attached). Attorneys-in-Fact must attach a current, certified copy of their power of attorney to each bond.

(c) INSURANCE. The successful bidder shall procure the insurance coverage and provide evidence thereof in accordance with Paragraph 6 of the Agreement and Article 5 of the General Conditions, prior to commencing work.

(d) COMMENCEMENT OF THE WORK. The Contractor shall commence work within **5** days after the commencement date stated in the Notice to Proceed.

(e) COMPLETION DATES. Substantial Completion: All work at the site shall be completed within **45 calendar days** from the Notice to Proceed date. Final Completion: All remaining off-site work shall be completed within **14 calendar days** after the Substantial Completion date.

(f) MAINTENANCE PERIOD. _____N/A_____

(g) TESTING AND INSPECTIONS. The scope of work should be examined closely before bidding to ensure that the Contractor is aware of the requirements for submittals, inspections, and testing.

(h) PERMITS AND ORDINANCES. Contractor shall obtain required permits or licenses and post any bonds required and shall conform to conditions of the permits obtained. Contractor shall comply with State, Federal, and local codes, regulations and ordinances relating to the work. The Contractor shall obtain any necessary City of Pleasant Hill business license and construction permit(s), including, but not limited demolition, tree, grading, and encroachment permit(s) for the project(s). **Contractor shall also contact the Bay Area Air Quality Management District and provide required notification and procure all necessary permits to perform the Work for this project.**

END OF DOCUMENT

DOCUMENT 00400

BID PROPOSAL

Contract Number: PHP2015

Bidder's Name:_____

Business Telephone:_____

Contractor's License #:_____

Type of License(s):_____

TO: Pleasant Hill Recreation and Park District
District Office
147 Gregory Lane
Pleasant Hill, CA 94523
Attention: Tom Bradley, Park Superintendent

In compliance with your Notice to Bidders and the Contract Documents relating to the project referred to as **Pleasant Hill Park Pathway Replacement**, the undersigned submits this Bid and hereby declares as follows:

1. **BID**. The undersigned has read and agrees to all of the terms of this Bid and of the Contract Documents, including Addenda:

(a) None_____

(b) Number(s)_____

Dated_____, 2015

and has carefully examined all Contract Documents and conditions at the site. The undersigned hereby proposes to furnish all materials, equipment, transportation, services and labor required to complete the work, for the sum of:

TOTAL BASE BID $_____

2. **SUBCONTRACTORS**. In compliance with California Public Contract Code Section 4100, et seq., the undersigned sets forth the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or

improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

Name of Subcontractor	Business Location	Work Subcontracted

3. **EXPERIENCE**. The undersigned has not performed work for the District within two years prior to the date of the Notice to Bidders. If not, the undersigned represents as follows:

(a) Three largest jobs within last two years-- amount, names, addresses, phone numbers of contract officers, and dates of completion (month and year).

	Job	Amount	Name & Address	Phone #	Date
1					
2					
3					

BUSINESS AND PROFESSIONS CODE SECTION 7028.15 STATEMENT

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California that:

_____
Name of Company

Address:_____

Phone Number: (____)_____ Fax Number: (____)_____

presently holds a _____ license,
Type of License

License #_____. This license is due

to expire_____.
Month & Year

By my signature, I certify that the above statements are true and correct.

by:_____ _____
Signature of Owner/Agent Date

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract code section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation ?

Yes ____No ____

If the answer is yes, explain the circumstances in the following space.

_____

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with the Public Contract Code Section 10232, the Bidder hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Bidder within the immediate preceding two year period because of the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board.

NOTE : The above statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed Bid contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any

corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

I DECLARE UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this ____day of _____, 2015 at _____, California.

WORKER'S COMPENSATION CERTIFICATION
(AS REQUIRED BY SECTION 1861OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR: _____

By: _____

Title: _____

4. **BID NON-REVOCABLE**. In consideration of District's reliance on and investigation and consideration of the bid of the undersigned, unless the bid is withdrawn prior to the opening of bids by signed, written notice delivered to the District prior to the time for bid opening. The undersigned agrees that other than to the extent provided by applicable law, such bid shall be irrevocable and shall not be withdrawn for 60 calendar days following the bid opening even though an award is made to another bidder. However, such bid shall be deemed withdrawn and revoked, without notice of any kind, 75 days following the bid opening or upon notice to proceed by District to another bidder, whichever first occurs.

5. **AGREEMENT**. If awarded the Contract, the undersigned agrees to complete, execute, and deliver the Agreement and the bonds within the time and as otherwise provided in Paragraph 3 (b) of the Information for Bidders.

6. **FINANCIAL INTERESTS**: The names of all persons financially interested in the foregoing Bid Proposal as Principals are as follows:

_____

7. **ACKNOWLEDGEMENT OF BIDDER's REVIEW OF EXISTING SITE CONDITIONS AND DOCUMENTS: The undersigned Bidder acknowledges that he/she has visited the Site to investigate existing above ground conditions, and has reviewed all available documents listed in Document 003119, Existing Condition Information, in the preparation of this Bid.**

_____

IMPORTANT NOTICE: IF THE BIDDER OR ANY PARTNER IN BIDDER IS A CORPORATION, GIVE LEGAL NAME OF CORPORATION, STATE OF INCORPORATION AND THE NAMES AND ADDRESSES OF THE PRESIDENT, SECRETARY, AND THREE PRINCIPAL SHAREHOLDERS. IF A PARTNERSHIP, GIVE NAME OF THE FIRM AND NAMES AND ADDRESSES OF ALL INDIVIDUAL PARTNERS. IF AN INDIVIDUAL, GIVE FIRST AND LAST NAME AND ADDRESS.

_____

_____

I submit this Bid and declare under penalty of perjury that the statements made in this Bid are true and correct.

FULLY EXECUTED on _____, 2011, at _____, California.

By_____

Business Address:

_____

_____

Enclosures (if required):

(1) NONE

END OF DOCUMENT

DOCUMENT 00411

BOND ACCOMPANYING BID
Pleasant Hill Recreation and Park District

KNOW ALL BY THESE PRESENTS:

That the undersigned, _____, as Bidder, and the undersigned, as Surety, are held and firmly bound unto the District, a California Special District ("District") as obligee, in the penal sum of Dollars ($_____) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Bidder's Base Bid for the above project, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder is submitting a bid for District **Contract No. PHP2015, Pleasant Hill Recreation and Park District, Pleasant Hill Park Pathway Replacement.**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the bid submitted by said Bidder be accepted and the contract be awarded to said Bidder, and said Bidder shall within a period ten (10) calendar days after such award enter into the contract so awarded and provide the required Performance Bond, Labor and Material Payment Bond, insurance certificates and all other endorsements, forms and documents required under Document 00700, "General Conditions," then this obligation shall be void, otherwise to remain in full force and effect. In the event suit is brought upon this bond by the District and judgment is recovered, said Surety shall pay all costs incurred by the District in such suit, including reasonable attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this _____ day of _____, 2015.

By: _____
Bidder

_____
Surety

Subscribed and sworn to this _____ day of _____ 2015

NOTARY PUBLIC _____

END OF DOCUMENT

DOCUMENT 00510

NOTICE OF AWARD

Date: _____

TO: _____

ADDRESS: _____

PROJECT: _____

The Contract Sum of your contract is _____ Dollars, ($_____). **Conformed Sets of the Contract Documents will not be provided for this Project.**

You must comply with the following conditions within **ten (10)** calendar days of the date of this Notice of Award, that is, by _____.

1. You must deliver to the District two fully executed counterparts of Document 00520, "Agreement."

2. You must deliver to the District Document 00610, "Construction Performance Bond," and Document 00620, "Construction Labor and Material Bond," executed by you and your surety.

3. You must deliver to District the insurance certificates required by Document 00520 "Agreement", and the Document 00700, "General Conditions".

4. You must deliver to District a Schedule of Values as required in the Supplementary Conditions.

5. You must deliver a Schedule as required in the Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited. Within **ten (10)** calendar days after you comply with these conditions, the District will return to you one fully signed counterpart of the Agreement.

Pleasant Hill Recreation and Park District,
A California Special District

By: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00520

AGREEMENT

FOR PROJECT REFERRED TO AS

PLEASANT HILL PARK PATHWAY REPLACEMENT

Location:
147 Gregory Lane
Pleasant Hill, California 94523

NAME AND ADDRESS OF OWNER:

PLEASANT HILL RECREATION & PARK DISTRICT
147 GREGORY LANE
PLEASANT HILL, CALIFORNIA 94523

NAME AND ADDRESS OF CONTRACTOR

_____

_____

_____

THIS AGREEMENT IS ENTERED INTO BETWEEN_____
_____("Contractor"), and the Pleasant Hill Recreation & Park District ("District"), a special district organized and existing under the laws of the State of California, on the following terms and conditions and is effective on the date the last party executes it:

1. **SCOPE OF WORK**. The Contractor agrees to furnish all labor, equipment, materials, transportation and services necessary, required or incidental to perform all of the work shown on and described in the Contract Documents prepared by Pleasant Hill Recreation & Park District, as defined in Paragraph 5 below, for the project referred to as the **Pleasant Hill Park Pathway Replacement** in accordance with all of the terms and conditions of the Contract Documents.

2. **CONTRACT PRICE; PAYMENT**. As full compensation for furnishing all materials and for doing all work contemplated and embraced in this Agreement and in the Contract Documents, District agrees to pay to Contractor the total amount of Contractor's base bid and those alternate bids, if any, which, in its sole discretion, the District elects to include in the award, which total amount is subject to such additions and deductions as may be provided in the General Conditions of the Contract. District agrees to make payments to Contractor as provided in Article 14 of the General Conditions of the Contract. The Contract price is the amount of $_____.

The Contractor agrees to do additional work not covered by unit prices or alternate bids, arising from changes in the Contract Documents as set forth in the General Conditions of the Contract.

3. **BEGINNING, COMPLETION OF WORK; DAMAGES**. The Contractor agrees that the work called for under the Contract Documents shall be commenced within **5** days after the commencement date stated in the Notice to Proceed, and shall be fully completed as set forth in Paragraph 3 (e) of the Information for Bidders (Document 00200).

Pleasant Hill Recreation & Park District and the Contractor recognize that time is of the essence in this Agreement and that the District will suffer financial loss if the work is not completed within the time set forth for completion, specified in Paragraph 3 (e) of the Information for Bidders. The District and the Contractor also realize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the District if the project and/or phase of the project, as set forth above is not completed within the time required. Accordingly, instead of requiring such proof, the District and the Contractor agree that as liquidated damages for delay, the Contractor shall pay District **$1,000.00** for each 24-hour period that the project has not achieved Substantial Completion, as set forth in Paragraph 3 (e) of the Information for Bidders. The liquidated damages are intended to compensate District only for the direct administrative costs District will incur because of Contractor's delay, and are not intended to compensate District for consequential damages, damages resulting from the claim of a third party, or other damages.

4. **DISTRICT REPRESENTATIVE. During the term of this Agreement, Tom Bradley, Park Superintendent, or such other person as**

District's General Manager shall designate, shall act as and is hereinafter called the District Representative.

5. **CONTRACT DOCUMENTS**. Together with this Agreement, the following (which by this reference are incorporated herein) constitute the "Contract Documents" and the entire Contract between the parties:

Document 00010- Table of Contents (Excluding Document 003119)
Document 00100 - Notice to Bidders
Document 00200 - Information to Bidders
Document 00400 - Bid Proposal
Document 00411- Bond Accompanying Bid
Document 00510- Notice of Award
Document 00520 - Agreement
Document 00550 - Notice to Proceed
Document 00610 - Performance Bond
Document 00620 - Payment Bond
Document 00700 - General Conditions
Document 00800 - Supplementary Conditions
Document 00910 - Addenda Nos. _____ dated _____ , respectively
Division 1, General Specifications, listed in Document 00010-Table of Contents
Technical Specifications listed in Document 00010-Table of Contents
Drawings listed in Document 00010-Table of Contents

The Contract Documents are intended to correlate. Any inconsistencies in them shall be resolved by reference to such documents in the order of precedence set forth in Paragraph 3.2 of the General Conditions (Document 00700).

6. **INSURANCE**.

(a) Requirements. Contractor shall provide, in the amounts indicated, the insurance specified below in this Paragraph 6, as each is described in and otherwise in accordance with Article 5 of the General Conditions:

(1) Workers' Compensation:.....See General Conditions, (Document 00700), Article 5

(2) Comprehensive General Liability:.....$1,000,000

(3) Comprehensive Automobile Liability: $1,000,000

(4) Builder's Risk:.....$ N/A

(5) Other:

(b) The Pleasant Hill Recreation & Park District shall be named as additionally insured under the insurance obtained pursuant to subparagraphs (2), (3) and (4) above. Such insurance shall be endorsed to provide that coverage there under is primary to the District for the work to be performed under this Agreement, and that any other insurance available to District

under any other policies shall be excess over the insurance which is required by these Contract Documents.

(c) Certification of Compliance with Workers' Compensation Laws. Contractor hereby certifies in accordance with Section 1861 of the California Labor Code that Contractor is aware of the provisions of Section 3700 which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor agrees to comply with such provisions before commencing the performance of this Contract.

(d) Special Hazards. The comprehensive general liability insurance of Contractor and its subcontractors shall provide reasonable and adequate protection to the District against the following special hazards:

Performing work and safeguarding the public that utilizes existing paths of travel adjacent to the Site to reach nearby public and private facilities.

(e) Evidence; Approval; Other. Contractor shall not commence work under this Agreement until it has furnished evidence to the District that the insurance required under subparagraph (a) above is in force, all in accordance with the terms of Article 5 of the General Conditions.

7. **NOTICE.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first-class mail to the other party at the address set forth below.

DISTRICT: Pleasant Hill Recreation & Park District
147 Gregory Lane
Pleasant Hill, CA 94523
Attn: Tom Bradley, Park Superintendent

CONTRACTOR: _____

_____

_____

8. **CALIFORNIA LABOR CODE.** Contractor acknowledges having read and understood Labor Code 1776 and 1777.5 and hereby covenants and accepts responsibility for full compliance therewith.

9. **TIME OF THE ESSENCE.** Time is of the essence of each provision of this Agreement. No act or forbearance by the District or extension by it of the time for performance of any of the terms of the Agreement, and no delay or failure on the part of the District in the exercise of any of its rights shall operate as a waiver of any present or future default on the part of the Contractor or as a waiver, release or relinquishment of any of the rights hereunder.

10. **SUCCESSORS**. This Agreement shall be binding on and inure to the benefit of the Contractor and the District, their successors, executors, administrators, and assigns, except as may be otherwise provided in the Contract Documents.

11. California Labor Code Section 1771 provides "Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works." In accordance with California Labor Code Section 1773.2, the District advises that copies of the prevailing rate of per diem wages are on file at the District's administrative office, which shall be made available to any interested party on request, and/or at the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or their web site at www.dir.ca.gov. Additionally, the successful bidder shall post a copy of the determination of the director of the prevailing rate of per diem wages at each job site.

FULLY EXECUTED at Pleasant Hill, California, as of _____, 2015

PLEASANT HILL RECREATION & PARK DISTRICT

By_____

By _____

CONTRACTOR

By _____

By_____

Federal Employer I.D. Number _____

DOCUMENT 00550

NOTICE TO PROCEED

Date: _____

TO: _____

ADDRESS: _____

PROJECT: _____

You are notified that the Contract Time under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of Document 00520 Agreement and Document 00200, Paragraph 3 (e), the date of Substantial Completion is _____, and the date for Final Completion is _____.

Before you may start any Work at the site, you must: (conditions if applicable)

_____

_____

Pleasant Hill Recreation and Park District
A California Special District

By :_____
Robert B. Berggren

Title: General Manager

END OF DOCUMENT

DOCUMENT 00610

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That _____ as Contractor, and _____ as Surety, are held firmly bound unto Pleasant Hill Recreation & Park District hereinafter called "District," in the sum of _____ dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been given Notice of Award and is about to enter into the annexed Agreement with said District to perform the Work as specified or indicated in the Contract Documents entitled **Pleasant Hill Park Pathway Replacement.**.

NOW THEREFORE, if said Contractor shall perform all the requirements of said Contract Documents required to be performed on its part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety hereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 2015.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
By: _____	By: _____
(Signature)	(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

DOCUMENT 00700

GENERAL CONDITIONS

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GENERAL CONDITIONS

ARTICLE 1-- DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated:

Addenda - Written or graphic instruments issued prior to the opening of Bids that make additions, deletions, or revisions to the Contract Documents.

Agreement - The written contract between DISTRICT and CONTRACTOR covering the WORK to be performed.

Application for Payment - The form furnished by DISTRICT REPRESENTATIVE which is to be used by CONTRACTOR to request progress or final payment and which includes such supporting documentation as is required by the Contract Documents.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price or prices for the WORK.

Bonds - Bid, Performance and Payment Bonds and other instruments which protect against loss due to inability or refusal of CONTRACTOR to perform in accordance with the Contract Documents.

Change Order - A document which is signed by CONTRACTOR and DISTRICT, except in the case of a Unilateral Change Order, which is signed only by DISTRICT, and authorizes an addition, deletion, or revision in the WORK, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents - The Notice to Bidders, Information for Bidders, Bid, Agreement, Performance Bond, Payment Bond, Workers Compensation Certification, General Conditions, Supplementary Conditions, Technical Specifications, Drawings, addenda, field orders and change orders executed pursuant to the provisions of the Contract Documents.

Contract Price - The total monies payable by DISTRICT to CONTRACTOR under the terms and conditions of the Contract Documents.

Contract Time - The number of successive calendar days stated in the Contract Documents for the completion of the WORK.

Contractor - The person, firm, or corporation with whom DISTRICT has executed the Agreement.

Day - A calendar day of 24 hours measured from midnight to the next midnight.

Defective Work - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, acceptance or approval referred to in the Contract Documents; or that has been damaged prior to final payment.

Drawings - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the WORK and which have been prepared by DISTRICT and are referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

Effective Date of the Agreement - The date indicated in the Agreement on which it is effective, but if no such date is indicated, the date the Agreement was executed by the last party.

District Representative - DISTRICT's duly authorized representative during the life of the Agreement who will observe WORK on behalf of the DISTRICT and interpret the provisions of the Contract Documents.

Field Order - A written order issued by DISTRICT REPRESENTATIVE that may or may not involve a change in the WORK.

Final Completion – District's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements of Final Acceptance/Final Completion include, but are not limited to:

a. All Systems having been tested and accepted as having met requirements of Contract Documents.

b. All required instructions and training sessions having been given by Contractor.

c. All as-built drawings, and operations and maintenance manuals, and Machine Inventory Sheets having been submitted by Contractor, reviewed by District and Architect, and accepted by District.

d. All punch list work, as directed by District, having been completed by Contractor.

e. Generally all Work, except Contractor maintenance after Final Acceptance, having been completed to satisfaction of District.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

Notice of Award - The written notice by DISTRICT to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with all provisions of the Contract Documents to be met prior to execution of the Agreement, DISTRICT will enter into an Agreement.

Notice to Proceed - The written notice issued by DISTRICT to CONTRACTOR authorizing CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time.

DISTRICT - The Pleasant Hill Recreation and Park District.

Partial Utilization - Placing a portion of the WORK in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion of the WORK.

Project - The total construction of which the WORK to be provided under the Contract Documents, may be the whole, or a part thereof.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of WORK and all illustrations, brochures, standard schedules, performance charts, instructions, and diagrams to illustrate material or equipment for some portion of the WORK.

Standard Plans - The 2006 edition of the Standard Plans of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the Pleasant Hill Recreation & Park District or its corresponding, office or officer acting under the Contract Documents.

Standard Specifications - The 2006 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the Pleasant Hill Recreation & Park District or its corresponding, office or officer acting under the Contract Documents. DISTRICT and CONTRACTOR agree that when the Contract Documents make reference to specific sections of the 2006 Edition of the Standard Specifications of the State of California Department

of Transportation, only those specific sections shall have any force and effect herein. The sections of the 2006 Edition of the Standard Specifications of the State of California Department of Transportation that are not specifically referred to herein are of no force and effect and are null and void herein.

Specifications - (Same definition as for Technical Specifications hereinafter).

Subcontractor - An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK.

Substantial Completion - Refers to when the WORK has progressed to the point where, in the opinion of DISTRICT REPRESENTATIVE as evidenced by the Certificate of Substantial Completion/Notice of Completion as applicable, occupation, beneficial use, and enjoyment of the WORK may be made by DISTRICT, although operation only for testing, startup, or commissioning is ongoing. The terms "substantially complete" and "substantially completed" as applied to any work refer to substantial completion thereof.

Supplementary Conditions - The part of the Contract Documents that make additions, deletions, or revisions to these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, material man, or vendor.

Technical Specifications - Those portions of the Contract Documents consisting of written technical descriptions of products and execution of the WORK.

Underground Utilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: water, sewage, drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

Unilateral Change Order – A document signed by DISTRICT that authorizes an addition, deletion, or revision in the WORK, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Work – As set forth in the Scope of Work in the Agreement.

ARTICLE 2 -- PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES

A. When CONTRACTOR delivers the signed Agreements to DISTRICT, CONTRACTOR shall also deliver to DISTRICT such Bonds and Insurance Policies, Certificates and endorsements as CONTRACTOR may be required to furnish in accordance with the Contract Documents.

2.2 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

A. The Contract Time will start to run on the commencement date stated in the Notice to Proceed.

2.3 STARTING THE PROJECT

A. CONTRACTOR shall begin to perform the WORK within **5** days after the commencement date stated in the Notice to Proceed, but no work shall be done at the site prior to said commencement date.

2.4 BEFORE STARTING CONSTRUCTION

A Before undertaking each part of the WORK, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to DISTRICT REPRESENTATIVE any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from DISTRICT REPRESENTATIVE before proceeding with any work affected thereby.

B. CONTRACTOR shall submit to DISTRICT REPRESENTATIVE for review those documents called for under Paragraph entitled "Contractor's Submittals" in the Supplementary Conditions, or in the Technical Specifications.

2.5 PRE-CONSTRUCTION CONFERENCE

A. A pre-construction conference attended by CONTRACTOR, DISTRICT REPRESENTATIVE and others as appropriate will be held to discuss the WORK.

ARTICLE 3 -- CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 INTENT

A. The Contract Documents comprise the entire agreement between DISTRICT and CONTRACTOR concerning the WORK. The Contract Documents are

complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the state of California. Venue for any dispute shall be in Contra Costa County.

B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required or advisable to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials, or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of DISTRICT or CONTRACTOR or any of their consultants, agents, or employees from those set forth in the Contract Documents.

C. If, during the performance of the WORK, CONTRACTOR finds a conflict, error, ambiguity or discrepancy in the Contract Documents, CONTRACTOR shall so report to DISTRICT REPRESENTATIVE in writing at once and before proceeding with the work affected thereby, shall obtain a written interpretation, clarification, or correction from DISTRICT REPRESENTATIVE.

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

A. In resolving conflicts resulting from conflicts, errors, ambiguities or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Change Orders (Most recent in time having first precedence)

2. Field Orders

3. Agreement

4. Addenda (Most recent in time having first precedence)

5. Bid Proposal
6. Supplementary Conditions
7. Notice to Bidders
8. Information for Bidders
9. General Conditions
10. Technical Specifications
11. Referenced Standards
12. Payment and Performance Bonds
13. Workers Compensation Certification

B. With reference to the Drawings the order of precedence is as follows:

1. Figures govern over scaled dimensions.
2. Detail drawings govern over general drawings.
3. Addenda/change order drawings govern over Contract Drawings.
4. Contract Drawings govern over standard drawings.

3.3 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the WORK or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10).

3.4 REUSE OF DOCUMENTS

A. Neither CONTRACTOR, nor any Subcontractor or Supplier, nor any other person or organization performing any of the WORK under a contract with DISTRICT shall have or acquire any title to or ownership rights in any of the Contract Documents used on the WORK, and they shall not reuse any of them on the extensions of the Project or any other project without written consent.

ARTICLE 4 -- AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 AVAILABILITY OF LANDS

A. DISTRICT shall furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by DISTRICT, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that CONTRACTOR shall not enter upon nor use any property not under the control of DISTRICT until a written temporary construction easement or license agreement has been executed by CONTRACTOR and the property owner, and a copy of said easement or license furnished to DISTRICT REPRESENTATIVE prior to said use. Neither DISTRICT, DESIGN DISTRICT REPRESENTATIVE nor DISTRICT REPRESENTATIVE shall be liable for any claims or damages resulting from CONTRACTOR's use of any such properties nor for CONTRACTOR's unauthorized trespass or use of any property.

4.2 PHYSICAL CONDITIONS – SURFACE, SUBSURFACE AND EXISTING STRUCTURES

The CONTRACTOR is responsible to investigate surface and subsurface conditions, and may not rely upon any information provided in reports, or by DISTRICT or others concerning surface and/or subsurface conditions that may be determined by CONTRACTOR's investigation.

4.3 DIFFERING SITE CONDITIONS/HAZARDOUS WASTE

A. The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT REPRESENTATIVE, in writing, of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code that has not been specifically identified in the Contract Documents that is

required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

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

B. The DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the WORK, shall issue a change order under the procedures described in Article 10. In any such case an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent they are attributable to any such difference or hazardous waste.

C. In the event that a dispute arises between the DISTRICT and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR'S cost of, or time required for, performance of any part of the WORK, the CONTRACTOR shall not be excused from the scheduled completion date provided for by the Contract Documents, but shall proceed with all WORK. The CONTRACTOR shall retain any and all rights provided by Articles 11 and 12 and by applicable law in the event CONTRACTOR and DISTRICT disagree as to the amount of a Contract Price adjustment or the length of a Contract Time adjustment.

D. Failure of the CONTRACTOR to give DISTRICT REPRESENTATIVE written notice of alleged hazardous waste conditions, alleged differing subsurface or latent subsurface conditions or alleged unknown physical conditions, as discussed in Paragraph 4.3. A above, before such conditions are disturbed, and within 7 days of CONTRACTOR'S discovery of such conditions shall constitute a waiver of any and all claims of any nature whatsoever against DISTRICT in connection with such conditions.

4.4 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Utilities at or so near to the site as to potentially interfere with the WORK are based on information and data furnished to DISTRICT by owners of such Underground Utilities or by others.

CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for determining by exploratory excavations, inquiry of the utilities, contact with Underground Services Alert and otherwise, the exact location of all Underground Utilities shown or indicated in the Contract Documents or at or so near to the site as to potentially interfere with the WORK, for coordination of the WORK with owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the WORK, the cost of which will be considered as having been included in the Contract Price. Exploratory excavations shall be made as soon as possible after Notice of Award is given, and in any event in sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's work, or as noted on the plans. CONTRACTOR shall bear all delay costs if exploratory excavations are not made in a timely manner. In conducting the exploratory excavations, the CONTRACTOR shall hand dig the area within a minimum of 24 inches from the exterior of the Underground Utility.

B. Not Shown or Indicated: If an Underground Utility is uncovered or revealed at or so near to the site as to potentially interfere with the WORK which was not shown or indicated in the Contract Documents or was not shown or indicated in the Contract Documents with reasonable accuracy, CONTRACTOR shall immediately, but not later than within 48 hours of discovery identify the owner of such Underground Utility and immediately, but not later than within 48 hours of discovery give written notice thereof to that owner and to the DISTRICT REPRESENTATIVE. This obligation to notify the owner of the Underground Utility and the DISTRICT REPRESENTATIVE shall not apply in the case of service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the site of the construction.

4.5 REFERENCE POINTS

A. CONTRACTOR shall establish fill benchmarks, lines and grades for proper execution of the WORK.

B. CONTRACTOR shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its Subcontractor's employees, CONTRACTOR shall be responsible for the accurate replacement of such reference points by professionally qualified personnel.

4.6 ASBESTOS, HAZARDOUS WASTE, OR TOXIC OR RADIOACTIVE MATERIALS

A. If CONTRACTOR observes, uncovers, or otherwise becomes aware of any asbestos, hazardous waste, or toxic or radioactive material at the site not specifically identified in the Contract Documents to which CONTRACTOR or any Subcontractor, Supplier, or other person may be exposed, CONTRACTOR shall immediately notify DISTRICT REPRESENTATIVE and immediately thereafter confirm any oral notice in writing. CONTRACTOR shall not perform any work in connection therewith prior to receipt of special written instructions from DISTRICT REPRESENTATIVE. As set forth in Paragraph 4.3 D. above, failure of the CONTRACTOR to give DISTRICT REPRESENTATIVE written notice of alleged hazardous waste conditions before such conditions are disturbed, and within 7 days of CONTRACTOR's discovery of such conditions shall constitute a waiver of any and all claims of any nature whatsoever against DISTRICT in connection with such conditions.

ARTICLE 5 -- BONDS AND INSURANCE

5.1 PERFORMANCE AND OTHER BONDS

A. CONTRACTOR shall furnish Performance and Payment Bonds, each in the amount of 100% of the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The bonds must be written by California admitted surety insurers. CONTRACTOR must submit to DISTRICT at the time CONTRACTOR delivers the bonds to DISTRICT certificates from the clerk of Contra Costa County that the certificates of authority of the insurers have not been surrendered, revoked, canceled, annulled, or suspended or, in the event that they have, that renewed authority has been granted. The CONTRACTOR shall ensure that the Performance Bond shall remain in effect at least until one year after the date of final payment, except as otherwise provided by Laws or Regulations or by the Contract Documents; provided that the amount of said Performance Bond may be reduced to 10 percent of the Contract Price at the discretion of DISTRICT REPRESENTATIVE.

B. If the surety on any bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or is no longer a California admitted surety insurer, CONTRACTOR shall within 7 days after the surety is declared a bankrupt or becomes insolvent or is no longer a California admitted surety insurer substitute another Bond and Surety, which must be acceptable to DISTRICT.

5.2 INSURANCE

A. CONTRACTOR shall purchase and maintain the insurance required under this Paragraph. Such insurance shall include the specific coverage set out herein and be

written for not less than the limits of liability provided in the Agreement, or required by law, whichever are greater. All insurance shall be maintained continuously during the life of the Agreement and to one year after the date of final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective work, but CONTRACTOR's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

B. CONTRACTOR shall furnish DISTRICT with certificates and endorsements to the satisfaction of DISTRICT showing the type and amount of insurance, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days' prior written notice has been given to DISTRICT by certified mail. All such insurance shall remain in effect until one year after the date of final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective work.

In addition, the insurance required herein (except for Worker's Compensation and Employer's Liability) shall name DISTRICT and its officers, directors, agents, employees and volunteers as "additional insureds" under the policies. CONTRACTOR shall provide DISTRICT endorsements or other documentation satisfactory to DISTRICT to demonstrate the additional insured provisions have been met. Coverage shall not extend to indemnity coverage for the active negligence of the additional insured in a case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

For all insurance obtained by CONTRACTOR, CONTRACTOR's insurance coverage shall be primary insurance, and any insurance maintained by DISTRICT, shall be excess of CONTRACTOR's insurance and shall not contribute with it. CONTRACTOR shall provide DISTRICT endorsements or other documentation satisfactory to DISTRICT to this effect.

All insurance policies obtained by CONTRACTOR shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

1. Workers' Compensation and Employer's Liability: This insurance shall protect CONTRACTOR against all claims under applicable state Workers Compensation laws. CONTRACTOR shall also be protected against claims for

injury, disease, or death of employees that, for any reason, may not fall within the provisions of a Workers Compensation law. This policy shall include an "all states" endorsement. CONTRACTOR shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by CONTRACTOR's Workers' Compensation Insurance. In case any class of employees is not protected, under the Workers' Compensation Statute, CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected. The Workers Compensation and Employers Liability policies shall contain a provision waiving subrogation against DISTRICT and its officers, directors, employees, agents and volunteers. CONTRACTOR shall provide DISTRICT endorsements or other documentation satisfactory to DISTRICT to this effect.

2. Comprehensive General Liability: This insurance shall be written in comprehensive, occurrence form and shall protect CONTRACTOR against all claims arising from injuries or death to persons other than its employees or damage to property of DISTRICT or others arising out of any act or omission of CONTRACTOR or its agents, employees, or Subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by CONTRACTOR under the indemnification provisions in the General Conditions and "completed operations" and "products" provisions. Coverage under the comprehensive general liability policy shall be at least as broad as that afforded by Insurance Services Office Commercial General Liability occurrence Form CG 0001. To the extent that CONTRACTOR's work, or work under its direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground structures.

3. Comprehensive Automobile Liability: This insurance shall be written in comprehensive, occurrence form and shall protect CONTRACTOR against all claims for injuries or death to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non owned, or hired. Coverage shall be at least as broad as that afforded by

Insurance Services Office Form CA 0001 covering Automobile Liability, Code 1 (any auto).

4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: CONTRACTOR shall either require each of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance in the amounts specified in the Supplementary Conditions for the insurance to be obtained by CONTRACTOR, or insure the activities of its Subcontractors in CONTRACTOR's own policies, in like amount.

ARTICLE 6 -- CONTRACTOR'S RESPONSIBILITIES

6.1 SUPERVISION AND SUPERINTENDENCE

A. CONTRACTOR shall supervise and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. CONTRACTOR shall be responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. CONTRACTOR shall be responsible to see that the finished WORK complies accurately with the Contract Documents.

B. CONTRACTOR shall designate in writing to DISTRICT and keep on the WORK site at all times during its progress a technically qualified, English-speaking superintendent, who shall not be replaced without prior written notice to DISTRICT REPRESENTATIVE. The superintendent shall be responsible for day-to-day operations of CONTRACTOR and shall be CONTRACTOR's representative at the site, with authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR. CONTRACTOR shall issue all its communications to DISTRICT through DISTRICT REPRESENTATIVE.

C. CONTRACTOR's superintendent shall be present at the site of the WORK at all times while WORK is in progress. Failure to observe this requirement shall be considered as suspension of the WORK by CONTRACTOR until such time as such superintendent is again present at the site. If CONTRACTOR'S superintendent is not present at the site of the WORK at any time while WORK is in progress, DISTRICT

may stop the WORK, and CONTRACTOR shall have no claim against DISTRICT therefore for delay damages or otherwise.

6.2 LABOR, MATERIALS, AND EQUIPMENT

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the WORK or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday, or any holiday observed by DISTRICT without DISTRICT's written consent.

B. Except as otherwise provided in this Paragraph, CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by DISTRICT REPRESENTATIVE in writing. Additional compensation will be paid CONTRACTOR for overtime work only in the event extra work is ordered by DISTRICT REPRESENTATIVE and the change order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by CONTRACTOR for overtime work of a similar nature in the same locality.

C. All costs of inspection and testing performed during overtime work by CONTRACTOR, which is allowed solely for the convenience of CONTRACTOR, shall be borne by CONTRACTOR. DISTRICT shall have the authority to deduct the cost of all such inspection and testing from any payments otherwise due to CONTRACTOR.

D. Unless otherwise specified in the Contract Documents, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.

E. All materials and equipment to be incorporated into the WORK shall be of good quality and new, except as otherwise provided in the Contract Documents. All Suppliers' warranties and guarantees shall expressly run to the benefit of DISTRICT. If required by DISTRICT REPRESENTATIVE, CONTRACTOR shall furnish evidence satisfactory to DISTRICT REPRESENTATIVE (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to DISTRICT, or any of DISTRICT'S consultants, agents, employees or volunteers any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 8.7B, 8.7C, 9.9C and 9.9D.

6.3 ADJUSTING CONSTRUCTION SCHEDULE

A. CONTRACTOR shall submit any adjustments in the work schedule to DISTRICT REPRESENTATIVE for review in accordance with the Work Schedule Paragraph and CPM Construction Schedule Paragraph, if any, in the Supplementary Conditions.

6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS

A. CONTRACTOR shall submit proposed substitutes or "or-equal" items in accordance with the provisions for "Contractor Submittals" in the Supplementary Conditions.

6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

A. CONTRACTOR shall be responsible to DISTRICT for the acts and omissions of its Subcontractors and their employees, agents and volunteers to the same extent as CONTRACTOR is responsible for the acts and omissions of its own employees, agents and volunteers. Nothing contained in this Paragraph shall create any contractual relationship between any Subcontractor and DISTRICT nor relieve CONTRACTOR of any liability or obligation under the Contract Documents.

6.6 PERMITS

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all permits and licenses related to the WORK from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by

such agencies. The enforcement of such requirements under the Contract Documents shall not be made the basis for claims for additional compensation. DISTRICT shall provide reasonable assistance to CONTRACTOR in obtaining such permits and licenses in the event CONTRACTOR is unable to obtain such permits and/or licenses and requests DISTRICT'S assistance. CONTRACTOR shall pay all governmental charges and inspection fees in connection with such permits and licenses and otherwise necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids.

B. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

C. No recitation, specification or other language contained in any permit or license issued by any governmental entity referenced herein or incident to the WORK performed hereunder shall be considered an agreement to resolve any dispute, claim, cause of action or controversy by binding arbitration.

6.7 LAWS AND REGULATIONS

A. CONTRACTOR shall observe and comply with all federal, state, and local Laws and Regulations that in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered between these Contract Documents and any such Laws or Regulations, CONTRACTOR shall immediately report the same in writing to DISTRICT REPRESENTATIVE. Any particular law, ordinance, code, rule, order or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of CONTRACTOR to comply with all other provisions of federal, state, and local Laws and Regulations.

6.8 TAXES

A. Unless otherwise specified, CONTRACTOR shall pay all sales, consumer, use, and other taxes incurred in the course of performance of the WORK in accordance with the Laws and Regulations of the place of the Project which are in effect during the performance of the WORK.

6.9 USE OF PREMISES

A. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the WORK site, (2) the land and areas designated in the Contract Documents for use of the CONTRACTOR, and (3) the other land and areas which CONTRACTOR may use in accordance with Laws and Regulations, rights-of-way, permits, licenses and easements. CONTRACTOR shall assume full responsibility for any damage to any such site, land and/or area, and to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against DISTRICT by any such owner or occupant because of the performance of the WORK, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation.

6.10 SAFETY AND PROTECTION

A. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including those necessary to ensure the safety of the employees of CONTRACTOR and others, in connection with the WORK. Without limiting the generality of the foregoing, CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the WORK and other persons and organizations who may be affected thereby;

2. All the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations (whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to DISTRICT REPRESENTATIVE.

D. CONTRACTOR shall submit a project-specific Contractor's Safety Program in accordance with the Contractor's Submittals provisions of the Supplementary Conditions, or as required by the Technical Specifications. The submittal shall include program descriptions and documentation demonstrating that employees have all applicable training and certificates.

6.11 SHOP DRAWINGS AND SAMPLES

A. See Technical Specifications for requirements.

B. Not Used.

C. Not Used.

6.12 CONTINUING THE WORK

A. CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with DISTRICT. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and DISTRICT may otherwise agree in writing.

6.13 INDEMNIFICATION

A. CONTRACTOR and its parent companies, affiliates, subsidiaries, successors and assigns jointly and severally shall indemnify, hold harmless, and defend DISTRICT, and its officers, directors, employees, agents, and volunteers from all claims, suits, actions, administrative proceedings, losses, damages (including property damage, personal injury, and death), fines and liabilities of every kind whatsoever, directly or indirectly arising from or connected to the operations of CONTRACTOR or its Subcontractors or Suppliers, or any persons directly or indirectly employed or engaged by, or acting as agent for CONTRACTOR or its Subcontractors or Suppliers in connection with the WORK as set forth in the Contract Documents. The obligation to indemnify, hold harmless and defend shall not apply to the extent claims, suits, actions, proceedings, losses, damages, fines and liabilities are caused by the sole or active negligence or willful misconduct of DISTRICT or its officers, directors, employees agents or volunteers. The obligation to indemnify, hold harmless and defend shall extend to claims, suits, actions, proceedings, losses, damages, fines and

liabilities occurring after completion of the WORK as well as during the WORK's progress. Acceptance of insurance certificates or endorsements required under the Contract Documents does not in any manner relieve CONTRACTOR from its obligations under this indemnity and hold harmless clause. This indemnity and hold harmless clause shall apply to all claims, suits, actions, proceedings, losses, damages, fines and liabilities of every kind suffered, or alleged to have been suffered, by reason of any of CONTRACTOR's or its Subcontractor's or Supplier's operations regardless of whether insurance policies shall have been determined to be applicable to any of such claims, suits, actions, proceedings, losses, damages, fines or liabilities.

6.14 CONTRACTOR'S DAILY REPORTS

A. CONTRACTOR shall complete a daily report indicating manpower, major equipment, Subcontractors, weather conditions, and other pertinent facts involved in the daily performance of the WORK. The daily report shall be completed on forms prepared by CONTRACTOR and acceptable to DISTRICT REPRESENTATIVE, and shall be submitted to DISTRICT REPRESENTATIVE at the conclusion of each workday. DISTRICT is not required to make any progress or final payment to CONTRACTOR until CONTRACTOR has submitted to DISTRICT REPRESENTATIVE the daily reports required by this Paragraph.

6.15 ASSIGNMENT OF CONTRACT

A. CONTRACTOR shall not assign, sublet, sell, transfer, or otherwise dispose of the Agreement or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of DISTRICT except as imposed by law. If CONTRACTOR violates this provision, the Agreement may be terminated at the option of DISTRICT. In such event, DISTRICT shall be relieved of all liability and obligations to CONTRACTOR and to its assignee or transferee, growing out of such termination.

ARTICLE 7 -- OTHER WORK

7.1 RELATED WORK AT SITE

A. DISTRICT may perform other work related to the Project at the site by DISTRICT's own forces, have other work performed by utility owners, or let other direct contracts which may contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

B. CONTRACTOR shall afford each utility owner and other contractor and DISTRICT, if DISTRICT is performing the other work with DISTRICT's employees, proper and safe access to the WORK site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work at the WORK site, and shall properly connect and coordinate the WORK with such other work. CONTRACTOR shall do all cutting, fitting, and patching of the WORK that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering such other work and will only cut, excavate or alter such other work with the written consent of DISTRICT REPRESENTATIVE.

C. If any part of CONTRACTOR's WORK depends for proper execution or results upon the work of any such other contractor or utility owner or DISTRICT, CONTRACTOR shall inspect such other work and report to DISTRICT REPRESENTATIVE in writing any delays, defects, or deficiencies in such work that interfere with the proper execution and results of the WORK. CONTRACTOR's failure to promptly report such delays, defects, or deficiencies will constitute an acceptance of the other work as timely, and fit and proper for integration with CONTRACTOR's WORK except for latent defects and deficiencies in the other work.

7.2 COORDINATION

A. If DISTRICT contracts with others for the performance of other work on the Project at the WORK site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions. The specific matters to be covered by such authority and responsibility will be itemized and the extent of such authority and responsibilities will also be provided in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, DISTRICT shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 -- DISTRICT'S RESPONSIBILITIES

8.1 COMMUNICATIONS

A. DISTRICT shall issue all its communications to CONTRACTOR through DISTRICT REPRESENTATIVE.

8.2 PAYMENTS

A. DISTRICT shall make payments to CONTRACTOR as provided in Paragraphs 14.5, 14.8 and 14.9.

8.3 LANDS, EASEMENTS, AND SURVEYS

A. DISTRICT's duties in respect of providing lands and easements are set forth in Paragraph 4.1

8.4 CHANGE ORDERS

A. DISTRICT shall execute Change Orders as indicated in Paragraph 10.1D and elsewhere in the Contract Documents.

8.5 INSPECTIONS AND TESTS

A. DISTRICT's responsibility in respect of certain inspections, tests, and approvals is set forth in Paragraph 13.3B and elsewhere in the Contract Documents.

8.6 SUSPENSION OF WORK

A. In connection with DISTRICT's right to stop work or suspend work, see Paragraphs 13.4 and 15.1. Paragraphs 15.2 and 15.3 deal with DISTRICT's right to terminate services of CONTRACTOR under certain circumstances.

B. DISTRICT also has the discretion, but not the obligation to stop work if DISTRICT reasonably believes the WORK is not progressing in accordance with the accepted Contractor's Safety Program or with applicable Laws and Regulations concerning safety. If DISTRICT exercises its discretion to stop work because of such reasonable belief, CONTRACTOR shall not have the right to make a claim for increase in the Contract Price or extension of the Contract Time because of such work stoppage.

8.7 LIMITATION ON DISTRICT'S RESPONSIBILITIES

A. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," "as accepted," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of DISTRICT as to the WORK, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the requirements of the Contract Documents, unless there is a specific statement indicating otherwise. The use of any

such term or adjective shall not be effective to assign to DISTRICT any duty or authority to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 8.7B or 8.7C.

B. DISTRICT will not be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or CONTRACTOR's safety precautions or programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations, applicable to the performance of the WORK. DISTRICT will not be responsible for CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents.

C. DISTRICT will not be responsible for the acts or omissions of CONTRACTOR nor of any Subcontractor, supplier, or any other person or organization performing any of the WORK.

ARTICLE 9 – DISTRICT REPRESENTATIVE'S STATUS DURING CONSTRUCTION

9.1 DISTRICT'S REPRESENTATIVE

A. DISTRICT REPRESENTATIVE will represent the DISTRICT during the construction period. The duties and responsibilities and the limitations of authority of DISTRICT REPRESENTATIVE during construction are set forth in the Contract Documents.

9.2 VISITS TO SITE

A. DISTRICT REPRESENTATIVE will make visits to the site during construction to observe the progress and quality of the WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. DISTRICT REPRESENTATIVE will not, during such visits or as a result of such observations of CONTRACTOR's work in progress, supervise, direct, or have control over CONTRACTOR's work. Notwithstanding any inspection of the WORK conducted by DISTRICT REPRESENTATIVE or DISTRICT, CONTRACTOR is responsible for executing all aspects of the WORK in accordance with the Contract Documents.

9.3 PROJECT REPRESENTATION

A. Not Used.

9.4 CLARIFICATIONS AND INTERPRETATIONS

A. DISTRICT REPRESENTATIVE will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as DISTRICT REPRESENTATIVE may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.5 AUTHORIZED VARIATIONS IN WORK

A. DISTRICT REPRESENTATIVE may authorize minor variations in the WORK from the requirements of the Contract Documents that do not involve an adjustment in the Contract Price or the Contract Time and are consistent with or reasonably inferable from the overall intent of the Contract Documents. These may be accomplished by a Field Order and will require CONTRACTOR to perform the work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 or 12.

9.6 REJECTING DEFECTIVE WORK

A. DISTRICT REPRESENTATIVE will have authority to reject work which DISTRICT REPRESENTATIVE believes to be defective and will also have authority to require special inspection or testing of the WORK as provided in Paragraph 13.3, whether or not the WORK is fabricated, installed, or completed.

9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

A. Not Used.

B. In connection with DISTRICT REPRESENTATIVE'S responsibilities as to Change Orders, see Articles 10, 11, and 12.

C. In connection with DISTRICT REPRESENTATIVE'S responsibilities as to Applications for Payment, see Article 14.

9.8 DECISIONS ON DISPUTES OR QUESTIONS RAISED BY CONTRACTOR

A. DISTRICT REPRESENTATIVE will be the interpreter of the requirements of the Contract Documents and initial judge of the acceptability of the WORK thereunder. Disputes or questions raised by CONTRACTOR relating to the acceptability of the WORK or the interpretation of the requirements of the Contract Documents will be submitted to DISTRICT REPRESENTATIVE in writing with a request for formal decision in accordance with this Paragraph 9.8, which DISTRICT REPRESENTATIVE will render in writing. Written submittal of each such dispute or question will be delivered by CONTRACTOR to DISTRICT REPRESENTATIVE promptly along with any documents necessary to support such dispute or question.

B. When reviewing disputes or questions submitted by CONTRACTOR as set forth above, DISTRICT REPRESENTATIVE will not show partiality to DISTRICT or CONTRACTOR. CONTRACTOR's submittal to DISTRICT REPRESENTATIVE for decision on such dispute or question will be a condition precedent to any exercise by CONTRACTOR of such rights or remedies as CONTRACTOR may otherwise have under the Contract Documents or under Laws or Regulations with respect to any such dispute or question.

9.9 LIMITATION ON DISTRICT REPRESENTATIVE'S RESPONSIBILITIES

A. Neither DISTRICT REPRESENTATIVE'S authority to act under this Article 9 or other provisions of the Contract Documents nor any decision made by DISTRICT REPRESENTATIVE in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of DISTRICT REPRESENTATIVE to CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them, or any other person or organization performing any of the WORK.

B. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of DISTRICT REPRESENTATIVE as to the WORK, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the requirements of the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to DISTRICT REPRESENTATIVE any duty or authority to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9C or 9.9D.

C. DISTRICT REPRESENTATIVE will not be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or CONTRACTOR's safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations, applicable to the performance of the WORK. DISTRICT REPRESENTATIVE will not be responsible for CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents.

D. DISTRICT REPRESENTATIVE will not be responsible for the acts or omissions of CONTRACTOR nor of any Subcontractor, Supplier, or any other person or organization performing any of the WORK.

ARTICLE 10 - - CHANGES IN THE WORK

10.1 GENERAL

A. Without invalidating the Agreement and without notice to any surety, DISTRICT may at any time or from time to time, order additions, deletions, or revisions in the WORK. These will be authorized by a Field Order or Change Order issued by DISTRICT REPRESENTATIVE. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved which will be performed under the applicable provisions of the Contract Documents.

B. If DISTRICT and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Field Order or Change Order issued by DISTRICT REPRESENTATIVE, a claim may be made therefore as provided in Articles 11 or 12.

C. CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents, as amended by Change Orders or Field Orders, except in the case of an emergency.

D. DISTRICT and CONTRACTOR shall execute appropriate Change Orders covering:

1. Changes in the WORK which are ordered by DISTRICT pursuant to Paragraph 10.1A;

2. Changes required because of acceptance of defective work under Paragraph 13.7;

3. Changes in the Contract Price and/or Contract Time which are agreed to by the parties; or

4. Any other changes agreed to by the parties.

E. Every Change Order executed by CONTRACTOR and DISTRICT shall constitute a full accord and satisfaction and release of all CONTRACTOR (and if applicable Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change, including, but not limited to impacts of any type, cumulative impacts, inefficiency, overhead of any kind, overtime, delay and any other type of claim.

F. If notice to a surety of any change is required by the provisions of any Bond, the giving of any such notice will be CONTRACTOR's responsibility, and CONTRACTOR shall cause the amount of each applicable Bond to be adjusted accordingly.

10.2 VALUE OF EXTRA OR DELETED WORK

A. In the event of an increase or decrease in bid item quantity of a unit price item, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the Contract Documents.

B. In the event a lump sum set forth in the Contract Documents may be logically applied to extra or deleted work, such lump sum shall apply.

C. CONTRACTOR and DISTRICT may agree to a lump sum for extra or deleted work.

D. In the event of DISTRICT-ordered deletion of work where there are no applicable unit prices, a lump sum in the Contract Documents cannot be logically applied, and DISTRICT and CONTRACTOR cannot agree upon the value of the deleted work, the DISTRICT shall by unilateral Change Order set the amount of the reduction in the Contract Price. If CONTRACTOR disagrees with such a reduction, CONTRACTOR may make a claim for increase in Contract Price pursuant to Article 11.

E. In the event of DISTRICT-ordered extra work, where there are no applicable unit prices, a lump sum in the Contract Documents cannot be logically applied, and DISTRICT and CONTRACTOR cannot agree upon the value of the extra work, payment shall be on the basis of the cost of work (determined as provided in Paragraph 10.3) plus a CONTRACTOR's allowance for overhead and profit (determined as provided in Paragraph 10.5).

10.3 COST OF WORK (BASED ON TIME AND MATERIALS)

A. General: The term "cost of the work" in this Article 10 means the sum of all actual, necessary costs incurred and paid by CONTRACTOR for labor, materials, and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by DISTRICT, such costs shall be in amounts no higher than those prevailing in the locality of the Project. Whenever any extra work is in progress, whether extra work has been ordered by DISTRICT, or it is disputed whether the activity constitutes extra work, and the definite price has not been agreed on in advance, CONTRACTOR shall on each work day, report in writing to DISTRICT REPRESENTATIVE the amount and cost of the labor, equipment, material and services used in such extra work on that work day. The report shall be prepared in a manner to provide a clear distinction, satisfactory to DISTRICT REPRESENTATIVE, between the costs of extra work (whether extra work has been ordered by DISTRICT, or it is disputed whether the activity constitutes extra work) and the costs of other WORK performed on the Project. No claim for compensation for extra work will be allowed unless such written report shall have been made to DISTRICT REPRESENTATIVE on a daily basis, reporting upon that work day's extra work (whether extra work has been ordered by DISTRICT, or it is disputed whether the activity constitutes extra work), and unless such written report shall have been signed as received by DISTRICT. DISTRICT's signature on such a written report is for the purpose of verifying the quantities of labor, equipment, material and services indicated in the report, but specifically does not represent DISTRICT's agreement to pay for such labor, equipment material and/or services, nor does it represent DISTRICT's agreement that extra work claimed by CONTRACTOR but disputed by DISTRICT is in fact extra work.

B. Labor: The cost of labor used in performing extra work by CONTRACTOR, a Subcontractor, or other forces will be the sum of the following:

1. The actual wages paid plus any employer payments to or on behalf of workers for fringe benefits including health and welfare, pension, vacation, and similar purposes. The cost of labor shall include the actual wages paid to and employer payments for fringe benefits paid to or on behalf of foremen to the extent such foremen are actually performing the extra work.

2. All payments made to or on behalf of workers for payroll taxes, insurance and other charges defined as "labor surcharge" as set forth in the State of California Department of Transportation publication entitled *Labor Surcharge*

& Equipment Rental Rates, in effect on the date upon which the work is performed. CONTRACTOR shall be reimbursed for such payroll taxes, insurance and other charges defined as "labor surcharge" in accordance with the referenced publication.

3. The amount actually paid for subsistence and travel required by collective bargaining agreements, or in accordance with the regular practice of the employer.

4. At the beginning of the extra work and as later requested by DISTRICT REPRESENTATIVE, CONTRACTOR shall furnish DISTRICT REPRESENTATIVE proof satisfactory to DISTRICT REPRESENTATIVE of payments made pursuant to Paragraphs 10.3B 1, 2 and 3.

C. Materials: The cost of materials used in performing extra work will be the cost to the purchaser, whether CONTRACTOR or Subcontractor, from the supplier thereof, except as the following are applicable:

1. Trade discounts, rebates and refunds available to the purchaser shall be credited to DISTRICT notwithstanding the fact that such discounts, rebates and refunds may not have been taken by CONTRACTOR. Proceeds from the sale of surplus materials shall accrue to DISTRICT.

2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by DISTRICT REPRESENTATIVE. CONTRACTOR shall promptly deliver all invoices to DISTRICT REPRESENTATIVE for all materials used in the extra work. Markup except for actual costs incurred in the handling of such materials will not be allowed.

3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.

4. If in the opinion of DISTRICT REPRESENTATIVE the cost of material is excessive, or CONTRACTOR does not furnish evidence satisfactory to the DISTRICT REPRESENTATIVE of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less applicable trade discounts, rebates

and refunds. DISTRICT reserves the right to furnish materials for the extra work and no claim shall be made by CONTRACTOR for costs and profit on such materials.

D. Equipment: CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to DISTRICT for the total period of use. If it is deemed necessary by CONTRACTOR to use equipment not specified in the Supplementary Conditions, an equitable rental rate for the equipment will be established by DISTRICT REPRESENTATIVE. CONTRACTOR may furnish cost data which might assist DISTRICT REPRESENTATIVE in the establishment of the rental rate. The rental rate paid to CONTRACTOR shall be deemed to include the cost of fuel, oil, lubrication, supplies, small tools, attachments, repairs, maintenance, depreciation, storage, insurance and all incidentals related to such equipment.

1. All equipment shall, in the opinion of DISTRICT REPRESENTATIVE, be in good working condition and suitable for the purpose for which the equipment is to be used.

2. Before construction equipment is used on the extra work, CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to DISTRICT REPRESENTATIVE a description of the equipment and its identifying number.

3. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

4. Individual pieces of equipment or tools having a replacement value of **$500** or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

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

E. Equipment on the Work Site: The rental time to be paid for equipment on the work site shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs if the equipment is used while at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work site.

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour that is 30 minutes or more will be considered one hour of operation.

2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation. Any part of a day that is 4 hours or more shall be considered to be one day of operation.

3. Payment for the equipment will be made in accordance with the provisions in Paragraph 10.3D, herein.

4. Payment for the cost of labor will be made in accordance with Paragraph 10.3B.

5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the overhead and profit allowances for equipment rental and labor as provided in Paragraph 10.5, herein.

10.4 SPECIAL SERVICES

A. Special work or services are defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following may in the discretion of DISTRICT REPRESENTATIVE be considered by DISTRICT REPRESENTATIVE in making payment for special services:

1. When DISTRICT REPRESENTATIVE and CONTRACTOR, by agreement, determine that a special service or work is required which cannot be performed by the forces of CONTRACTOR or those of any of its Subcontractors, the special service or work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by DISTRICT REPRESENTATIVE, invoices for special services or work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.

2. When CONTRACTOR is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.

3. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 10.5, herein, an allowance of 5 percent will be added to invoices for special services.

B. All work performed hereunder shall be subject to all of the provisions of the Contract Documents and CONTRACTOR's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to DISTRICT for review prior to the performance of any work hereunder.

10.5 CONTRACTOR'S FEE (OVERHEAD AND PROFIT ALLOWANCE)

A. Extra work ordered on the basis of the cost of the work determined in accordance with Paragraph 10.3 will include an allowance for overhead and profit. For extra work involving a combination of increases and decreases in the WORK the cost of the work will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit is deemed to include full compensation for management, administration, consultants, legal services, superintendence, capital, bond and insurance premiums, taxes, office expense, administrative and office support of any kind, overhead, extended overhead, home office overhead, cleanup and all other items of expense or cost not included in the cost of labor, materials, or

equipment provided for under Paragraphs 10.3B, C, and D, herein. The allowance for overhead and profit will be made in accordance with the following schedule:

Cost of the Work	Overhead and Profit Allowance
Labor	15 percent
Materials	10 percent
Equipment	10 percent

B. It is understood that labor, materials, and equipment may be furnished by CONTRACTOR or by a Subcontractor on behalf of CONTRACTOR. When all or any part of the extra work is performed by a Subcontractor, the allowance specified herein shall be applied to the labor, materials, and equipment costs of the Subcontractor, to which CONTRACTOR may add 5 percent of the Subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of Subcontractors, the 5 percent increase above the Subcontractor's total cost, which includes the allowance for overhead and profit specified herein, may be applied one time only for each separate extra work transaction.

10.6 RIGHT TO AUDIT

A. If CONTRACTOR submits a claim to DISTRICT REPRESENTATIVE for an increase in Contract Price, DISTRICT shall have the right, in considering or evaluating the claim, and until the claim has been settled, to audit CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect CONTRACTOR's plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. CONTRACTOR further agrees that the right to audit encompasses all Subcontracts, and CONTRACTOR shall assure that the right to audit is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as DISTRICT deems desirable during CONTRACTOR's normal business hours at the office of CONTRACTOR.

CONTRACTOR shall make available to DISTRICT for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall promptly submit true copies of requested records to DISTRICT.

ARTICLE 11 -- CHANGE OF CONTRACT PRICE

11.1 GENERAL/CLAIMS FOR INCREASE IN CONTRACT PRICE

A. The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the WORK. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR pursuant to the Contract Documents shall be at its expense without increase in the Contract Price. The Contract Price may only be increased by a Change Order.

B. Claim for Increase in Contract Price.

1. Any claim for an increase in the Contract Price shall be based on written notice delivered by CONTRACTOR to DISTRICT REPRESENTATIVE promptly, but in no event later than 30 days after the occurrence of the event giving rise to the claim and stating the general nature of the claim.

2. Written notice of the amount of the claim with documents necessary to substantiate the claim shall be delivered to DISTRICT REPRESENTATIVE within 60 days after such occurrence of the event giving rise to the claim unless DISTRICT REPRESENTATIVE agrees in writing to an additional period of time, and shall be accompanied by CONTRACTOR's written statement that the amount claimed in the notice covers all known amounts, including but not limited to profit, impacts of any type, overhead, extended overhead and home office overhead to which CONTRACTOR is entitled as a result of the occurrence of said event.

3. Both the above-referenced written notice to be delivered to DISTRICT REPRESENTATIVE no later than 30 days after the occurrence of the event giving rise to the claim and the written notice of the amount of the claim with documents to be delivered to DISTRICT REPRESENTATIVE within 60 days after the occurrence of the event giving rise to the claim must specifically state that the notices are a claim for an increase in Contract Price.

4. A claim for increase in Contract Price shall not be valid under the Contract Documents unless received by DISTRICT REPRESENTATIVE, with

documents necessary to substantiate the claim and the referenced CONTRACTOR's written statement within the above-stated time requirements and on or before the date of final payment, whichever is earlier.

5. No CONTRACTOR claim for an increase in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1B.

6. Amount of Claim/DISTRICT's Response.

   a. For claims of less than fifty thousand dollars ($50,000), DISTRICT shall respond in writing to a written claim for an increase in Contract Price properly submitted in accordance with Paragraph 11.1B (1-4) within forty-five (45) days of DISTRICT REPRESENTATIVE'S receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the DISTRICT may have against CONTRACTOR,

   b. DISTRICT's written response to the claim, as further documented, shall be submitted to CONTRACTOR within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information, whichever is greater.

   c. For claims of over fifty thousand dollars ($50,000), DISTRICT shall respond in writing to a written claim for an increase in Contract Price properly submitted in accordance with Paragraph 11.1B(1-4) within 60 days of DISTRICT REPRESENTATIVE'S receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim DISTRICT may have against CONTRACTOR.

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

   e. If CONTRACTOR disputes DISTRICT's written response, or DISTRICT fails to respond within the time prescribed, CONTRACTOR may so notify DISTRICT, in writing, either within 15 days of receipt of

DISTRICT's response or within 15 days of DISTRICT's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, DISTRICT shall schedule a meet and confer conference within 30 days for settlement of the dispute.

f. Following the meet and confer conference, if the claim or any portion remains in dispute, CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

C. Every Change Order executed by CONTRACTOR and DISTRICT shall constitute a full accord and satisfaction and release of all CONTRACTOR (and if applicable Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change, including, but not limited to impacts of any type, cumulative impacts, inefficiency, overhead of any kind, overtime, delay and any other type of claim.

ARTICLE 12 -- CHANGE OF CONTRACT TIME

12.1 GENERAL/CLAIM FOR CHANGE OF CONTRACT TIME

A. The Contract Time may only be changed by a Change Order. Any claim for a change of the Contract Time shall be based on written notice delivered by CONTRACTOR to DISTRICT REPRESENTATIVE promptly, but in no event later than 30 days after the occurrence of the event giving rise to the claim and stating the general nature of the claim.

B. Written notice of the full extent of the claim with documents necessary to substantiate the claim shall be delivered within 60 days after such occurrence unless DISTRICT REPRESENTATIVE agrees in writing to an additional period of time, and shall be accompanied by CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event.

C. Both the above-referenced written notice to be delivered to DISTRICT REPRESENTATIVE no later than 30 days after the occurrence of the event giving rise to the claim and the written notice of the full extent of the claim with supporting documents to be delivered to DISTRICT REPRESENTATIVE within 60 days after

the occurrence of the event giving rise to the claim must specifically state that the notices are a claim for a change of the Contract Time.

D. A claim shall not be valid under the Contract Documents unless received by DISTRICT REPRESENTATIVE, with documents necessary to substantiate the claim and the referenced CONTRACTOR's written statement within the above-stated time requirements and on or before the date of final payment, whichever is earlier.

E. No CONTRACTOR claim for a change in the Contract Time will be valid if not submitted in accordance with the requirements of this Paragraph 12.1.

F. DISTRICT shall respond in writing to a written claim for a change in Contract Time properly submitted in accordance with Paragraph 12.1(A-D) within forty-five (45) days of DISTRICT REPRESENTATIVE'S receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the DISTRICT may have against CONTRACTOR.

G. DISTRICT's written response to the claim, as further documented, shall be submitted to CONTRACTOR within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information, whichever is greater.

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

I. Following the meet and confer conference, if the claim or any portion remains in dispute, CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

J. Every Change Order executed by CONTRACTOR and DISTRICT shall constitute a full accord and satisfaction and release of all CONTRACTOR (and if applicable Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change, including, but not limited to impacts of

any type, cumulative impacts, inefficiency, overhead of any kind, overtime, delay and any other type of claim.

K. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR provided that such time lost affects the critical path as shown on the Work Schedule or CPM construction schedule if a claim is made therefore as provided in Paragraph 12.1. Such delays shall include: acts or neglect by DISTRICT or others performing additional work as contemplated by Article 7, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage or freight embargoes.

L. All time limits stated in the Contract Documents are of the essence of the Agreement.

12.2 EXTENSIONS OF TIME FOR DELAY DUE TO INCLEMENT WEATHER

A. Inclement weather is any weather condition or circumstances resulting immediately therefrom, causing CONTRACTOR to suspend construction operations or preventing CONTRACTOR from proceeding with at least 75 percent of the normal labor and equipment force engaged on the WORK.

B. Should CONTRACTOR prepare to begin work at the regular starting time at the beginning of any day on which inclement weather, or the circumstances resulting from the weather, or the condition of the WORK resulting from the weather prevents work from beginning at the usual starting time and the crew is dismissed as a result thereof, CONTRACTOR will not be charged for a working day, but will be charged for an inclement weather day, whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.

C. CONTRACTOR shall base its work schedule upon the inclusion of the number of days of inclement weather specified in the Supplementary Conditions. No extension of the Contract Time due to inclement weather will be considered until after the said number of days of inclement weather has been reached. However, no reduction in Contract Time due to inclement weather will be made if said number of days of inclement weather is not reached.

ARTICLE 13 -- WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.1 WARRANTY AND GUARANTEE

A. CONTRACTOR warrants and guarantees to DISTRICT that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to DISTRICT shall be given to CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

13.2 ACCESS TO WORK

A. DISTRICT REPRESENTATIVE, other representatives of DISTRICT, testing agencies, and governmental agencies with jurisdictional interests shall have access to the WORK at reasonable times for their observation, inspections, and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 TESTS AND INSPECTIONS

A. CONTRACTOR shall give DISTRICT REPRESENTATIVE timely notice of readiness of the WORK for all required inspections, tests, or approvals.

B. If Laws or Regulations of any public body having jurisdiction other than DISTRICT require any work to specifically be inspected, tested, or approved, CONTRACTOR shall pay all costs in connection therewith. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with DISTRICT REPRESENTATIVE'S acceptance of materials or equipment proposed as a substitution of or "equal" to be incorporated in the WORK, or of materials or equipment submitted for review prior to CONTRACTOR's purchase thereof for incorporation in the WORK. The costs of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by DISTRICT (unless otherwise specified).

C. DISTRICT REPRESENTATIVE will make, or have made, such inspections and tests as DISTRICT REPRESENTATIVE deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary Conditions, the cost of such inspection and testing will be borne by DISTRICT. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, CONTRACTOR shall bear the cost of corrective measures deemed necessary by DISTRICT REPRESENTATIVE, as well as the cost of subsequent re-inspection and retesting. Any inspection made or testing effected by DISTRICT

REPRESENTATIVE shall not be deemed to amount to supervision, direction or control of the WORK. Neither inspections, observations, acceptances or approvals by DISTRICT REPRESENTATIVE nor inspections, tests, acceptances or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents

D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to DISTRICT REPRESENTATIVE.

E. If any work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of DISTRICT REPRESENTATIVE, it must, if requested by DISTRICT REPRESENTATIVE, be uncovered for observation and/or testing. Such uncovering and subsequent recovering and any related direct, indirect and consequential costs and damages shall be at CONTRACTOR's expense unless CONTRACTOR has given DISTRICT REPRESENTATIVE timely written notice of CONTRACTOR's intention to cover the work and DISTRICT REPRESENTATIVE has not acted with reasonable promptness in response to such notice.

F. If DISTRICT REPRESENTATIVE considers it necessary or advisable that work covered in accordance with the Contract Documents be observed by DISTRICT REPRESENTATIVE or inspected or tested by others, CONTRACTOR, at DISTRICT REPRESENTATIVE'S request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as DISTRICT REPRESENTATIVE may require, that portion of the WORK in question, furnishing all necessary labor, material, and equipment. If DISTRICT REPRESENTATIVE finds that such work is defective, CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to fees and charges of DISTRICT REPRESENTATIVE, architects, attorneys, and other professionals. However, if DISTRICT REPRESENTATIVE finds that such work is not defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection and testing; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

13.4 DISTRICT MAY STOP THE WORK

A. If the WORK is defective, or CONTRACTOR materially fails to perform any of the WORK in conformity with the Contract Documents, DISTRICT may order CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated, without change in the Contract Price or Contract Time and without liability for damages for delay or otherwise to CONTRACTOR or others; however, this right of DISTRICT to stop the WORK shall not give rise to any duty on the part of DISTRICT to exercise this right for the benefit of CONTRACTOR or any other party.

13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK

A. If required by DISTRICT REPRESENTATIVE, CONTRACTOR shall promptly, either correct all defective work, whether or not fabricated, installed, or completed, or, if the WORK has been rejected by DISTRICT REPRESENTATIVE, remove it from the site and replace it with non-defective work. CONTRACTOR shall bear all direct, indirect and consequential costs and damages of such correction or removal and replacement, including but not limited to fees and charges of DISTRICT REPRESENTATIVE, architects, attorneys, and other professionals made necessary thereby.

13.6 ONE YEAR CORRECTION PERIOD

A. If within one year after the date of final payment or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to DISTRICT and in accordance with DISTRICT's written notification, either correct such defective work, or, if it has been rejected by DISTRICT, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage or injury to persons, DISTRICT may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect, and consequential costs and damages of such correction, removal and replacement including but not limited to fees and charges of DISTRICT REPRESENTATIVEs, architects, attorneys and other professionals will be paid by CONTRACTOR.

13.7 ACCEPTANCE OF DEFECTIVE WORK

A. If, instead of requiring correction or removal and replacement of defective work, DISTRICT prefers to accept the work, DISTRICT may do so. CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to DISTRICT's evaluation of and determination to accept such defective work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and DISTRICT shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN)

A. The Schedule of Values or lump sum price breakdown established as provided in the Supplementary Conditions shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to DISTRICT REPRESENTATIVE.

14.2 UNIT PRICE BID SCHEDULE

A. Progress payments on account of Unit Price work will be based on the number of units completed.

14.3 APPLICATION FOR PROGRESS PAYMENT

A. Unless otherwise prescribed by law, on the 25th of each month, or if the 25th of the month occurs on a non-work day, then on the next work day, CONTRACTOR shall submit to DISTRICT REPRESENTATIVE for review, an Application for Progress Payment filled out and signed by CONTRACTOR covering the WORK completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. CONTRACTOR's signing of an Application for Progress Payment constitutes CONTRACTOR's certification that CONTRACTOR has inspected the work covered by the Application for Progress Payment, and that the work has been completed in accordance with the Contract Documents.

B. The Application for Progress Payment shall identify, as a sub-total, the amount of CONTRACTOR's Total Earnings to Date, plus the Value of Materials Stored at the Site (including eligible materials, equipment and/or products) which have not yet been incorporated in the WORK, and less a deductive adjustment for materials, equipment and/or products installed which were not previously incorporated in the WORK, but for which payment was previously allowed under the provisions for Value of Materials Stored at the Site.

C. The Net Payment Due to CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the amount of retention and the total amount of all previous payments made to CONTRACTOR. DISTRICT shall deduct as retention a portion of the amount otherwise due to CONTRACTOR, as follows. DISTRICT shall deduct 10 percent of each approved Application for Progress Payment until the WORK is 50 percent complete; then DISTRICT may, in its discretion, refund that portion of retention held by DISTRICT that is in excess of 5 percent of the total of the WORK for which payment has been made to date and thereafter continue to retain 5

percent of the value of all approved Applications for Progress Payment subsequently submitted. DISTRICT may in its discretion reinstate up to 10 percent retention of the total of the WORK for which payment has been made.

D. Value of Materials Stored at the Site. Generally, the CONTRACTOR will not be compensated for equipment, materials, and/or products delivered to the site until after they are incorporated in the work. However, if DISTRICT REPRESENTATIVE determines that the progress of the WORK will benefit by the delivery to the site of certain equipment, materials, and/or, products in advance of their actual requirement, and if such equipment, materials, and/or products are delivered in accordance with the following conditions, a portion of the cost of the equipment, materials, and/or products may be included in the Application for Progress Payments. In no case will DISTRICT REPRESENTATIVE consider equipment, materials and/or products for inclusion in progress payments under this Paragraph 14.3D unless the individual items of equipment, materials and/or products have a value of more than five thousand dollars ($5,000) and will become a permanent part of the WORK. The conditions for such partial payments are as follows:

1. At least seven (7) days prior to the delivery of such equipment, materials, and/or products CONTRACTOR shall submit a list of such equipment, materials, and/or products to DISTRICT REPRESENTATIVE for review to determine the eligibility for partial payments.

2. Shop Drawing submittals for such equipment, materials, and/or products must have been reviewed and accepted by DISTRICT REPRESENTATIVE.

3. Upon delivery, CONTRACTOR shall submit written evidence, satisfactory to DISTRICT REPRESENTATIVE, that CONTRACTOR is the unconditional owner of such equipment, materials, and or products free from all claims, liens, and security interest, and a bill of sale or other equivalent document acceptable to DISTRICT REPRESENTATIVE with warranty of title to such equipment, materials, and/or products. As an alternative, DISTRICT REPRESENTATIVE may accept such other documentation satisfactory to DISTRICT REPRESENTATIVE to support eligibility for partial payment.

4. Such equipment, materials, and/or products shall be properly stored or stockpiled at the work site or in a bonded warehouse in accordance with any requirements or recommendations of manufacturer, and all to the satisfaction of DISTRICT REPRESENTATIVE.

5. Stored or stockpiled equipment, materials, and/or products shall be available for inspection by DISTRICT REPRESENTATIVE.

6. CONTRACTOR shall be responsible for loss or damage due to theft, fire, vandalism, malicious mischief or other cause affecting such equipment, materials, and/or products. CONTRACTOR shall, at its own cost, replace any stored or stockpiled equipment, materials, and/or products that are damaged, stolen, or lost.

7. If any defects are discovered after delivery of equipment, materials, and/or products whether caused by defective manufacture or damage occurring during transport, delivery or storage (including storage on DISTRICT's property or at the construction site), the equipment, materials, and/or products shall be removed and replaced with suitable equipment, materials, and/or products at CONTRACTOR's expense.

8. The maximum portion of the cost of equipment, materials, and/or products qualifying under this Paragraph for progress payments is seventy-five percent (75%) of the total cost of the delivered equipment, materials, and/or products. Such total cost will in no case exceed the bid price or assigned value under the Schedule of Values for the item of work for which the equipment, materials and/or products are furnished. The accumulated total payment for all equipment, materials and/or products delivered, but not yet incorporated into the work will in no case exceed ten percent (10%) of the total Contract Price.

9. In estimating the value of equipment, materials, and/or products for inclusion in progress payments, DISTRICT REPRESENTATIVE may use the unit prices bid by CONTRACTOR. In the event that there are no unit bid prices, or the unit bid prices do not, in the opinion of DISTRICT REPRESENTATIVE, represent the actual value of the equipment, materials, and/or products furnished, the DISTRICT REPRESENTATIVE may base the estimate on prices reflecting such actual value.

10. The determination of whether and how much to compensate CONTRACTOR for a portion of equipment, materials, and/or products delivered but not yet incorporated in the work is subject to the discretion of DISTRICT REPRESENTATIVE.

14.4 CONTRACTOR'S WARRANTY OF TITLE

A. CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by an Application for Progress Payment, whether incorporated in the WORK or not, will pass to DISTRICT no later than the time of final payment free and clear of all liens.

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

A. DISTRICT REPRESENTATIVE will, within 7 days after receipt of each Application for Progress Payment, either indicate in writing a recommendation of payment and present the Application to DISTRICT, or return the Application to CONTRACTOR indicating in writing DISTRICT REPRESENTATIVE'S reasons for refusing to recommend payment. In the later case, CONTRACTOR may make the necessary corrections and resubmit the Application. Thirty days after presentation of the Application for Progress Payment with DISTRICT REPRESENTATIVE'S recommendation, the amount recommended will (subject to the provisions of Paragraph 14.5B) become due and when due will be paid by DISTRICT to CONTRACTOR. Neither DISTRICT'S acceptance of DISTRICT REPRESENTATIVE'S recommendation for payment nor payment upon an Application for Progress Payment shall relieve CONTRACTOR of its responsibility to complete the work, which is the subject of an Application for Progress Payment, in accordance with the Contract Documents.

B. DISTRICT may refuse to make payment of the full amount recommended by DISTRICT REPRESENTATIVE because claims have been made against DISTRICT on account of CONTRACTOR's performance of the WORK or Liens have been filed in connection with the WORK or there are other items entitling DISTRICT to a credit against the amount recommended, but DISTRICT must give CONTRACTOR written notice within 7 days (with a copy to DISTRICT REPRESENTATIVE) stating the reasons for such action.

14.6 PARTIAL UTILIZATION

A. DISTRICT shall have the right to utilize or place into service any item of equipment or other usable portion of the WORK prior to completion of the WORK. Whenever DISTRICT plans to exercise said right, CONTRACTOR will be notified in writing by DISTRICT, identifying the specific portion or portions of the WORK to be so utilized or otherwise placed into service.

B. It shall be understood by CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all items or portions of the WORK to be partially utilized shall be borne by CONTRACTOR. Upon issuance of said written notice of partial utilization, DISTRICT will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.

C. CONTRACTOR shall retain full responsibility for satisfactory completion of the WORK, including any portion that DISTRICT has partially utilized pursuant to Paragraph 14.6A, and CONTRACTOR's one year correction period shall commence only on the date of final payment, as defined in Paragraph 14.12.

14.7 SUBSTANTIAL COMPLETION

A. When CONTRACTOR considers the WORK ready for its intended use CONTRACTOR shall notify DISTRICT and DISTRICT REPRESENTATIVE in writing that the WORK is substantially complete and request that DISTRICT REPRESENTATIVE prepare a Certificate of Substantial Completion/Notice of Completion. Within a reasonable time thereafter, DISTRICT, CONTRACTOR, and DISTRICT REPRESENTATIVE shall make an inspection of the WORK to determine the status of completion. If DISTRICT REPRESENTATIVE does not consider the WORK substantially complete, DISTRICT REPRESENTATIVE will notify CONTRACTOR in writing giving the reasons therefore. If DISTRICT REPRESENTATIVE considers the WORK substantially complete, DISTRICT REPRESENTATIVE will prepare and deliver to DISTRICT for its execution and recordation the Certificate of Substantial Completion/Notice of Completion, which shall set forth the date of Substantial Completion. Upon recordation the date set forth on the Certificate of Substantial Completion/Notice of Completion shall be deemed to be the date of substantial completion of the WORK. As applicable, there shall be attached to the Certificate/Notice a list of items to be completed or corrected before final payment.

14.8 APPLICATION FOR FINAL PAYMENT

A. After CONTRACTOR has completed all WORK, including correction work referred to in Paragraph 14.7 and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in the General Requirements) and any other documents required by the Contract Documents, and fulfilled any other applicable requirements of the Contract Documents, and after DISTRICT REPRESENTATIVE has indicated that the WORK is acceptable, CONTRACTOR may make Application for Final Payment following the procedure for progress payments. The Application for Final Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to DISTRICT) of all Liens or potential Liens arising out of or filed in connection with the WORK, including but not limited to releases or waivers satisfactory to DISTRICT from those having given preliminary lien notices.

14.9 FINAL PAYMENT AND ACCEPTANCE

A. If, on the basis of DISTRICT REPRESENTATIVE'S observation of the WORK during construction and final inspection, and DISTRICT REPRESENTATIVE'S review of the Application for Final Payment and accompanying documentation as required by the Contract Documents, DISTRICT REPRESENTATIVE is satisfied that the WORK has been completed and CONTRACTOR's other obligations under

the Contract Documents have been fulfilled, DISTRICT REPRESENTATIVE will, within 14 days after receipt of the Application for Final Payment, indicate in writing DISTRICT REPRESENTATIVE'S recommendation of final payment and present the Application to DISTRICT for payment.

B. After receipt of DISTRICT REPRESENTATIVE'S recommendation of final payment and acceptance of the WORK by DISTRICT's governing body, DISTRICT will make final payment to CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:

1. Liquidated damages, as applicable.

2. 150 percent of the value of outstanding items to be completed or corrected indicated on the Certificate of Substantial Completion/Notice of Completion as items to be completed or corrected, as applicable. All such work shall be completed or corrected to the satisfaction of DISTRICT within 30 days of the recording of the Certificate of Substantial Completion/Notice of Completion, otherwise CONTRACTOR does hereby waive any and all claims to all monies withheld by DISTRICT to cover the value of all such items which are uncompleted or uncorrected within 30 days of the recording of the Certificate of Substantial Completion/Notice of Completion.

3. 150 percent of the value of claims made against DISTRICT on account of CONTRACTOR's performance of the WORK.

4. 125 percent of the value of Liens, including stop notices that have been filed in connection with the WORK.

5. 150 percent of any amount in dispute between CONTRACTOR and DISTRICT.

6. Retention funds withheld pursuant to the Contract Documents.

14.10 RELEASE OF RETENTION AND OTHER DEDUCTIONS

A. After recording the Certificate of Substantial Completion/Notice of Completion, and not more than 60 days thereafter, DISTRICT will release to CONTRACTOR the retention funds withheld pursuant to the Agreement, less any amounts kept or retained, as itemized in Paragraph 14.9B 1-5.

14.11 CONTRACTOR'S CONTINUING OBLIGATION

A. CONTRACTOR'S obligation to perform and complete the WORK in accordance with the Contract Documents is absolute. Neither recommendation of any progress or final payment by DISTRICT REPRESENTATIVE, nor the issuance or recording of a Certificate of Substantial Completion/Notice of Completion, nor any payment by DISTRICT to CONTRACTOR under the Contract Documents, nor any use or occupancy of the WORK or any part thereof by DISTRICT, nor any act of acceptance by DISTRICT nor any failure to do so, nor any review or acceptance of a Shop Drawing or sample submittal, will constitute an acceptance of any WORK not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

14.12 FINAL PAYMENT TERMINATES LIABILITY OF DISTRICT

A. Final payment is defined as the last progress payment made to CONTRACTOR for earned funds, less retention as applicable, less amounts kept or retained listed in Paragraph 14.9B 1-5 herein. The acceptance by CONTRACTOR of the final payment referred to in Paragraph 14.9 herein, shall be a release of DISTRICT and its officers, directors, employees, agents and volunteers from all claims of liability to CONTRACTOR for anything arising out of or relating to the WORK or for any act or neglect of DISTRICT or its officers, directors, employees, agents and volunteers, except demands against DISTRICT for the remainder, if any, of the amounts kept or retained under the provisions of Paragraph 14.9 herein; and excepting pending, unresolved claims properly submitted in accordance with Paragraph 11.1 or 12.1 and 9.8A.

ARTICLE 15 -- SUSPENSION OF WORK AND TERMINATION

15.1 SUSPENSION OF WORK BY DISTRICT

A. DISTRICT, acting through DISTRICT REPRESENTATIVE, may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than 90 days by notice in writing to CONTRACTOR. CONTRACTOR shall resume the WORK on receipt from DISTRICT REPRESENTATIVE of a notice of resumption of work. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes a proper and approved claim therefore as provided in Articles 11 and 12.

15.2 TERMINATION OF AGREEMENT BY DISTRICT (CONTRACTOR DEFAULT)

A. In the event of default by CONTRACTOR, DISTRICT may give 10 days written notice to CONTRACTOR of DISTRICT's intent to terminate the Agreement and

provide CONTRACTOR an opportunity to remedy the conditions constituting the default. It shall be considered a default by CONTRACTOR whenever CONTRACTOR shall: (1) declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors; (2) materially fail to provide workmanship meeting the requirements of the Contract Documents; (3) materially disregard or violate provisions of the Contract Documents or DISTRICT REPRESENTATIVE'S instructions; (4) materially fail to prosecute the WORK according to the accepted construction schedule; or, (5) materially fail to provide a qualified superintendent, competent workmen, or materials or equipment meeting the requirements of the Contract Documents. If CONTRACTOR fails to remedy the conditions constituting default within the 10-day period, DISTRICT may then issue the Notice of Termination.

B. In the event the Agreement is terminated pursuant to Paragraph 15.2A, herein, DISTRICT may take possession of the WORK and may complete the WORK by whatever method or means DISTRICT may select. The cost of completing the WORK shall be deducted from the balance which would have been due CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, CONTRACTOR shall pay the excess amount to DISTRICT. If such cost is less than the balance which would have been due, CONTRACTOR shall not have claim to the difference. If DISTRICT terminates the Agreement pursuant to Paragraph 15.2A, CONTRACTOR shall have no claims against DISTRICT for any damages whatsoever, including but not limited to damages for lost profit. If DISTRICT terminates the Agreement pursuant to Paragraph 15.2A, and a court of competent jurisdiction determines that the CONTRACTOR was not in default, or that the Agreement was otherwise not properly terminated pursuant to Paragraph 15.2A, the termination shall be deemed to be a termination for convenience pursuant to Paragraph 15.3.

15.3 TERMINATION OF AGREEMENT BY DISTRICT (FOR CONVENIENCE)

A. DISTRICT may terminate the Agreement by written Notice of Termination to CONTRACTOR at any time if DISTRICT determines that reasons beyond the control of either DISTRICT or CONTRACTOR make it impossible or against DISTRICT's interests to complete the WORK. In such a case, CONTRACTOR shall have no claims against DISTRICT except: (1) for the value of work performed up to the date the Agreement is terminated; and, (2) for the cost of materials and equipment for which CONTRACTOR is legally bound, as of the date the Agreement is terminated,

which would be needed in the WORK and which meet the requirements of the Contract Documents. CONTRACTOR shall make a final Application for Payment covering the value of work performed and the cost of materials and equipment as set forth above, and shall be paid in accordance with the procedures prescribed for the making of the Application for Final Payment and payment under Paragraphs 14.7, 14.8 and 14.9.

15.4 TERMINATION OF AGREEMENT BY CONTRACTOR

A. CONTRACTOR may terminate the Agreement upon 10 days written notice to DISTRICT, whenever: (1) the WORK has been suspended under the provisions of Paragraph 15.1, herein, for more than 90 consecutive days through no fault or negligence of CONTRACTOR, and notice of resumption of work or Notice of Termination of the Agreement has not been received from DISTRICT within this time period; or, (2) DISTRICT should fail to pay CONTRACTOR any monies due CONTRACTOR in accordance with the terms of the Contract Documents and within 60 days after presentation to DISTRICT of a proper request therefore with DISTRICT REPRESENTATIVE'S recommendation for payment, unless within said 10-day period DISTRICT shall have remedied the condition. In the event of such termination, CONTRACTOR shall have no claims against DISTRICT except for those claims specifically enumerated in Paragraph 15.3, herein, which shall be processed in accordance with the requirements of said Paragraph.

ARTICLE 16 – COST REDUCTION INCENTIVE – Not Used.

ARTICLE 17 -- MISCELLANEOUS

17.1 GIVING NOTICE

A. Whenever any provision of the Contract Documents requires or permits the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.2 TITLE TO MATERIALS FOUND ON THE WORK

A. DISTRICT reserves the right to retain title to all soils, stone, sand, gravel, and other materials developed or obtained from excavations and other operations connected with the WORK. Unless otherwise specified in the Contract Documents, neither

CONTRACTOR nor any Subcontractor shall have any right, title, or interest in or to any such materials. CONTRACTOR will be permitted to use in the WORK, without charge, any such materials that meet the requirements of the Contract Documents.

17.3 CALIFORNIA STATE REQUIREMENTS

A. Contractor's attention is directed to the following selected requirements of California law, which are included as part of these General Conditions. The legal citations contained in this Paragraph are not exhaustive of all requirements of California law applicable to the Work. Contractor remains responsible for completing the Work in accordance with all laws and regulations.

B. California Labor Code Section 1771 provides "Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work".

C. In accordance with California Labor Code Section 1773.2, District advises that copies of the prevailing rate of per diem wages are on file at District's principal office, which shall be made available to any interested party on request. Contractor is hereby directed to post a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each job site of the Work.

D. Contractor's attention is directed to California Labor Code Section 1775, providing for penalties for failure to pay the prevailing wage rates when required.

E. California Labor Code Section 1776 requires each contractor and subcontractor to keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with public work. Contractor is hereby directed to follow this requirement and the other requirements of California Labor Code Section 1776, which provides:

1. Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time

and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

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

b. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

c. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

3. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

4. A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

5. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

6. The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

7. The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject

to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

8. The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

9. The director shall adopt rules consistent with the California Public Records Act, (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977, (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

F. California Labor Code Section 1777.5 addresses the employment of apprentices. The Contractor is hereby directed to comply with the referenced Section as to all apprenticeable occupations on the Work. California Labor Code Section 1777.5 provides:

1. Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

2. Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

3. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

   a. The apprenticeship standards and apprentice agreements under which he or she is training.

   b. The rules and regulations of the California Apprenticeship Council.

4. When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

5. Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

6. The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

7. The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

8. This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

9. A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

10. Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

11. An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the

approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

a. Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

b. The number of apprentices in training in the area exceeds a ratio of 1 to 5.

c. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

d. Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

12. When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

13. a. A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

b. At the conclusion of the 2002-2003 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the

expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

1. If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

2. If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

3. All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of Division of Apprenticeship Standards.

c. All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

G. The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

H. This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

I. All decisions of an apprenticeship program under this section are subject to Section 3081.

J. The Contractor is hereby directed to follow the requirements of California Labor Code Section 1810, which provides, in part, that "Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his or her official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof."

K. The Contractor is hereby advised of and directed to follow the requirements of California Labor Code Section 1813, which provides, in part, "The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article."

L. The Contractor is hereby advised that District shall require Contractor to follow the requirements of California Labor Code Section 1861, which provides, "Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "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."

M. In accordance with California Labor Code Section 6705, District hereby requires all Bidders to submit for acceptance by District or by a registered civil or structural engineer, employed by District, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Such plan shall not depict the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

N. The Contractor's attention is directed to 8 California Code of Regulations Section 1717, concerning shoring and related requirements.

O. The requirements of Public Contract Code Section 7103.5 as hereafter set forth, are hereby agreed to by Contractor, and Contractor shall insert a provision in each subcontract advising each Subcontractor of such requirements. Public Contract Code Section 7103.5 provides, in part, "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

P. Public Contract Code Section 22300 provides that the Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the District, by depositing, at Contractor's expense, securities of equivalent value with the District or with a state or federally chartered bank in California as the escrow agent. Such securities, if deposited by the Contractor, shall be valued by the District, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts and standby letters of credit. In accordance with Section 22300 of the Public Contract Code, the Contractor may also request and the District shall make payment of retention earned directly to such escrow agent at the expense of the Contractor. At its expense, the Contractor may direct the investment of the payments into securities, and the Contractor shall receive the interest earned on the investments upon the same terms as for securities deposited by the Contractor.

Q. The Contractor is advised that pursuant to California Business and Professions Code Section 7028.15, it is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefore. Pursuant to that same section, a bid submitted to a public agency by a contractor who is not licensed in accordance with this the Business and Professions code shall be considered nonresponsive and shall be rejected by the public agency. Unless a statutory exception applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid.

R. The Contractor's attention is directed to the provisions in the California Public Contract Code addressing public works claims of $375,000 or less between a contractor and a local agency. Public Contract Code Sections 20104, 20104.2, 20104.4 and 20104.6 are set forth below:

> 20 104. (a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency. (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
>
> (b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California. (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
>
> (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
>
> (d) This article applies only to contracts entered into on or after January 1, 1991.
>
> 20104.2. For any claim subject to this article, the following requirements apply: (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
>
> (b)(1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any

additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant. (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant. (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant. (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant. (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

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

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

of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article: (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds. (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in

addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF DOCUMENT

DOCUMENT 00800

SUPPLEMENTARY CONDITIONS

SC-1 PUBLIC SAFETY

It is the Contractor's responsibility to provide for the safety of traffic and the public during construction.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, at the Contractor's expense and without cost to the District, furnish, erect, and maintain those fences, temporary railings, barricades, lights, signs, and other devices, and take such other protective measures that are necessary to prevent accidents or damage or injury to the public.

The Contractor shall also furnish such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered.

Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Part 6 of the MUTCD and of the MUTCD California Supplement. Signs or other protective devices furnished and erected by the Contractor, at the Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in the specifications. Signs furnished and erected by the Contractor, at the Contractor's expense, shall be approved by the District as to size, wording, and location.

Construction equipment shall enter and leave the worksite via existing driveways and access points and shall move in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger public traffic.

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

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

Temporary facilities which the Contractor uses to perform the work shall not be installed or placed where they will interfere with the free and safe passage of public traffic.

Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as above provided, the District may direct attention to the existence of a hazard and the necessary warning devices shall be furnished and installed and protective measures taken by the Contractor at the Contractor's expense. Should the District point out the inadequacy of warning devices and protective measures, that action on the part of the District shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

SC-2 Schedule of Values: The Contractor shall use AIA Form G702 when submitting its payment request in accordance with the General Conditions. Due to the short duration of the Contract, the Contractor shall submit it proposed schedule of values within 7 calendar days after the Notice of Award. The schedule of values shall include a detailed breakdown of all costs, including, but not limited to: permits and fees (demolition, tree, grading, encroachment, etc.), City required waste management plan, City required phasing and traffic control plan, temporary fencing, temporary utilities; tree protection; erosion control, and other general conditions and requirements; remove trees/tree stumps and roots; demolition of above ground multiple story buildings and structures; demolition of below ground foundations and structures; capping above ground and underground utilities; removing below ground utilities where required, capping irrigation lines; rough grading, and demobilization.

SC-3 CPM Schedule: Due to the short duration of the Contract, the Contractor shall submit a CPM schedule using Microsoft Project that shows all activities listed in SC-2 and the following: Notice to Proceed; all required submittals to the District, City of Pleasant Hill, or other government agencies (e.g., Bay Area Air Quality Management District), or as required by the Contract Documents; Substantial Completion, and Final Completion. The schedule shall be submitted within 5 work days from the date the Contractor receives the Notice of Award from the District Representative.

SC-4 Equipment Rental Rates for Field Orders and Change Orders: For Contractor or subcontractor-owned equipment, payment will be made at rental rates listed for equipment in the most recent addition of The State o California, Department of Transportation Labor Surcharge and Equipment Rental Rates. These rates are available at hhtp://www.dot.ca.gov/hq/construc/Book.

SC-5 Protection of Existing Structures and Utilities to Remain

A. The drawings may indicate to protect existing above and below grade structures, drainage lines, storm drains, sewers, domestic water, fire water, gas, electrical, fiber optic, cable, irrigation lines and other similar items and utilities to remain, which are known to the District.

B. Contractor shall locate these known existing installations before proceeding with trenching, or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the work, at no increase in Contract Pricc.

C. Additional utilities whose locations are unknown to District are suspected to exist. Contractor shall be alert to their existence. If they are encountered, immediately report to District for disposition of it.

D. In addition to reporting, if a utility is damaged, Contractor shall take appropriate action as provided in the General Conditions.

E. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in the General Conditions.

F. The Contractor shall anticipate encountering active and abandoned landscape irrigation lines, underground site electrical conduit, underground domestic and fire water lines, storm drains, sewer lines, storm drains, and other miscellaneous items throughout the Site that may not necessarily be marked on the Contract Drawings, but would be expected considering the type of structures that will be demolished at the Site. When encountered, notify the District to verify that the lines are in fact active or abandoned. The Contractor will not be compensated for any costs or receive a time extension to work around, abandoned, or remove any of these normally anticipated utilities. In addition, some of these underground utilities may include asbestos, and the Contractor is required to remove and dispose of these utilities legally and in accordance with the General Conditions.

SC-6 Joint Survey of Site and Surrounding Buildings and Structures: Prior to commencement of work at the Site, Contractor and the District shall jointly survey and videotape/photograph the conditions of the existing site facilities and hardscape that will remain, and the exterior of adjacent properties. This record shall serve as a basis for determination of subsequent damage and Site conditions due to Contractor's operations. If possible, damage as noted shall be marked on the existing structure and damaged Site conditions. All parties making the survey shall sign the official record of existing damage.

SC-7 Business as Usual: Contractor is hereby made aware of the 24-hour "Business as usual" policy of the adjacent and nearby properties. Employees, patrons and visitors shall have unobstructed ingress and egress to their properties at all times unless written permission is obtain from the District for temporary blockage. Vehicle traffic or parking at these properties shall not be blocked or hindered. The Contractor is subject to specific traffic and parking restrictions, which are included in Section 01500, Temporary Construction.

SC-8 Abatement of Existing Buildings and Disposal of Lead Paint: The existing buildings have been previously abated. However, Contractor shall comply with the requirements of OSHA Lead in Construction Standard CCR Title 8, Section 1532.1 with respect to demolition of the existing buildings and the removal of lead paint from the Community Center Site. Any characterization to determine whether the waste stream is classified as hazardous in California and any subsequent disposal shall be in accordance with 22 CCR, 66261.24, and all other applicable local, state or federal disposal regulations. The end of this section includes pages 8-12 from the RGA Asbestos and Lead Survey Report dated March 22, 2011 regarding test results and the related requirements for lead paint abatement. Prior to Bid, Contractor shall examine the condition of the exterior of the existing buildings. As part of its scope of work, Contractor shall remove any remaining peeling lead containing paint and shall dispose of intact painted surfaces in accordance with all regulatory requirements.

SC-9 City of Pleasant Hill Waste Management Plan (WMP): Contractor shall submit a waste management plan in accordance with the City of Pleasant Hill's Construction and Demolition recycling Ordinance to the City for approval by the Chief Building Official prior to proceeding with the Work. The WMP shall acknowledge that 50% of all construction and demolition debris will be diverted, and shall include the applicable performance security. A copy of the approved plan shall also be submitted to the District for their records. Contact the City of Pleasant Hill Recycling Coordinator at 925-671-5229. prior to submitting a bid. for more information regarding all of the City's WMP requirements. Comply with hauling and disposal regulations of authorities having jurisdiction.

SC-10 Salvaged Material Designated for Turnover to the District- Contractor shall protect and transport all salvaged material designated on the drawings for turnover to the District. All salvaged material shall be transported to the District's Corporate Yard.

SC-11 Demolition/Construction Phasing Plan and Traffic Control Plan. Prior to demolition, tree removal, grading permit issuance (whichever occurs first), the Contractor shall submit a phasing plan for demolition and construction and a traffic control plan that shall include, but not be limited to, location of construction materials storage and equipment staging areas, phasing for demolition of existing improvements and construction of new improvements, provisions for vehicle and pedestrian access during demolition and construction, facility parking (for customers and employees) during demolition and construction, etc. this Plan shall be submitted to the City for approval by the City Engineer and Zoning Administrator, and submitted to the District for approval by the District Representative.

SC-12 Permits and Fees: The District has paid in advance for the demolition, tree removal, grading and building permits from the City of Pleasant Hill. However, Contractor must comply with all City of Pleasant Hill requirements prior to pulling the permits in the Contractor's name for this project. The Contractor is responsible for obtaining and paying for all other permits (e.g., City of Pleasant Hill encroachment permits) and fees charged by public or private agencies related to performing any Work related to this project.

SC-13 Forms and Internet Capabilities: The Contractor is required to use the District Construction Manager's standard project forms (i.e., Request for Information, Submittal Transmittals, Change Orders, etc.) during construction. A construction manual will be provided to the Contractor outlining the specific use for each form at the pre-construction conference. Electronic versions of the forms in Microsoft Word, where applicable, will be provided to the Contractor for their use during Construction. Contractor shall have the capability of transmitting these forms via email and making PDFs. No faxing of forms will be allowed. Contractor shall have sufficient Computer(s) with Internet capabilities to receive and send documents electronically between District, Architect, Construction Manager and other project participants deemed appropriate by the Construction Manager. The Contractor shall secure and maintain for the duration of the Project a high speed Internet Service Provider (ISP). At the Preconstruction Meeting, the Contractor shall provide to the District the email addresses of all Contractor personnel that require

electronic copies of documents. At a minimum, this will include the Contractor's Project Manager, General Site Superintendent and Project Office Engineer. These personnel shall have sufficient computer skills required to access, and process documents over the Internet.

To efficiently and timely communicate between the Contractor, the District, Architect, Construction Manager and other project participants, the Contractor shall use compatible Microsoft Operating System and Microsoft Office Software (e.g., Word, Excel, etc.) and Adobe Acrobat X Pro (e.g., for creating, sending, editing and receiving PDF files). Currently, the District and Architect are using Adobe Acrobat 9.0 and Adobe X Pro respectively and the Microsoft 2007 Operating System.

SC-14 Tree Protection: The Contractor shall comply with the Guidelines for Tree Preservation (Section 4.5), and Mitigation for Construction Activities Near Protected Trees (Section 4.6) included in the Pleasant Hill Parks Arborist Survey Report dated June 2010, which was prepared by WRA Environmental Consultants. The Guidelines for Tree Preservation and Mitigation for Construction Activities Near Protected Trees are also included at the end of this section and are part of the Contract Documents. All tree protection installed by Contractor shall remain in place for the duration of the Contract and turned-over to the District at Final Completion.

SC-15 Compensation for Tree Loss: Trees damaged by construction, but in the opinion of the District's Arborist, still is in acceptable condition, shall be immediately repaired in accordance with the District Arborist's recommendations.

Trees killed or damaged by work of the Contractor to the extent that, in the opinion of the District's Arborist, they have lost their original form, shall be removed from the Site and replaced in kind and size at no additional cost to the District. The cost of trees that are impractical to replace in size shall be reimbursed to the District by the Contractor at the value listed in the Arborist's report. If no value is listed, compensation for the tree shall be at the rate of $50.00 per square inch of area of trunk cross section measured 24 inches above the ground.

Included at the end of this section is Appendix B, List of Protected Trees and Appraised Values from the Pleasant Hill Parks Arborist Survey Report dated June 2010.

SC-16 Request for Information (RFI) and Submittal Turnaround Time: Contractor shall allow for a minimum of 7 calendar days for responses to RFIs and submittals that required review by the District, the District's Construction Manager or Architect.

Except as otherwise provided in this Section or in other Supplemental Conditions, full compensation for conforming to all of the provisions in this Section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed.

DIVISION 1 GENERAL SPECIFICATIONS

SECTION 011000

SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

A. This section includes summary of work including:

1. Work Covered By Contract Documents
2. Work Sequence

1.02 RELATED SECTIONS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections apply to this Section.

1.03 WORK COVERED BY CONTRACT DOCUMENTS

A. The Pleasant Hill Park Pathway Replacement consists of one construction package. The following is a general description of only the Work covered by this Contract:

1. The Work includes, but is not limited: obtaining all required permits (demolition, tree removal, grading, encroachment, fire, etc.); preparation and approval of a waste management plan and traffic control/phasing plans for City approval; installation of temporary fencing; erosion and sedimentation controls, providing all temporary power and utilities to perform the Work; removing trees and grinding stumps; protecting trees that remain; capping underground utilities and irrigation lines; removing underground utility and irrigation lines; demolition of multiple story buildings, below ground foundations and structures; rough grading the Site; and demobilization.

2. The Work also includes leaving all tree protection and erosion and sedimentation controls in place at the end of the Project. The District will assume responsibility for maintaining tree protection and erosion and sedimentation controls once the Project achieves Substantial Completion.

B. The Work of this Contract is lump sum as noted in Document 00400, Bid Proposal.

C. The Work of this Contract comprises construction of all the Work shown on the Drawings, described in the Specifications, and required by the Contract Documents.

D. Coordinate with work provided to the District under separate contracts as shown on the drawings and specified in the Contract Documents.

E. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.

F. Contractor's use of the premises for Work and storage is limited to the area designated on the Drawings, or as approved by the District.

1.04 WORK SEQUENCE

A. Permits and Notifications: Contractor has a significant number of off-site activities to complete before Work can commence at the Site (e.g., providing written notice to the Bay Area Air Quality Management District, and obtaining multiple permits from the City of Pleasant Hill, etc). The Contractor shall schedule for a minimum of 7 calendar days for any documentation or permit applications submitted to the City of Pleasant Hill for review and approval, and schedule for the required time required by the Bay Area Air Quality Management District between formal written notification and Work commencing at the Site.

B. Temporary Power and Water: See Section 01500, Temporary Construction for all requirements pertaining to temporary electrical, gas, water, etc. The Contractor will not be allowed to use the resources at the District Office or other District owned facilities.

C. Staging Area: Limited staging areas are available for the Contractor. See the Drawings and Specification Section 01500, Temporary Construction, for more information.

END OF SECTION

DIVISION 1 GENERAL SPECIFICATIONS

SECTION 013150

PROJECT MEETINGS

1.01 SUMMARY

A. This section describes the required project meetings for this work. These meetings include:

1. Preconstruction Conference
2. Weekly Progress Meetings
3. Preconstruction Field Meetings with Subcontractors
4. Other Meetings

B. Related Sections:

1. Document 00800, Supplementary Conditions

1.02 PRECONSTRUCTION CONFERENCE

A. District will call for and administer Preconstruction Conference at time and place to be announced. Conference will occur as soon after award as can be reasonably scheduled.

B. Contractor, including its Project Manager, Superintendent, and Scheduler, and other key subcontractors shall attend the Preconstruction Conference.

C. Agenda will include, but not be limited to, the following items.

1. CPM Schedule
2. RFI Procedures
3. Submittal Procedures
4. Cost Proposal/RFP/FD/CO Procedures
5. City Parking Restrictions and Staging Areas
6. Site Security
7. City Permits and other Requirements
9. Payment Procedures

D. If necessary, additional meetings shall be held to discuss any of the above items and/or other issues.

E. District will distribute copies of minutes to attendees. Attendees shall have 7 days to submit comments or

additions to minutes. Minutes will constitute final documentation of results of conferences and meetings.

1.03 WEEKLY PROGRESS MEETINGS

A. District will schedule and administer Weekly Progress Meetings throughout the duration of the Project. Progress meetings will be held weekly unless otherwise directed by District.

1. Meetings shall be held at the Site (Contractor's field trailer) unless otherwise directed by District.

2. The District will distribute minutes to Contractor and attendees. Minutes will constitute final documentation of results of meetings.

B. Progress meetings may include discussion of: Review of minutes of previous meeting, Contractor's Look-Ahead Schedule, RFI Status, Submittal Status, Change Order Request/Change Order Status, Utility Coordination Issues, Inspection Requests/Issues, and Other Business.

C. Progress Meetings shall be attended by Contractor's Project Manager, and Superintendent. Subcontractors and suppliers may be requested to attend at the direction of the District or at the discretion of the Contractor.

1.04 PRECONSTRUCTION FIELD MEETINGS WITH SUBCONTRACTORS

A. Contractor shall schedule and administer Preconstruction Field Meetings with subcontractors at least one week prior to commencement of their subcontractor work on Site. The purpose of these meetings is to ensure each subcontractor's manager and field foreman is aware of the requirements of the Contract Documents for this Contract.

1. Meetings shall be held at the Contractor's Field Trailer at the Site, unless otherwise requested by District.

2. The Contractor will prepare and distribute minutes to District and attendees. Minutes will constitute final documentation of results of meetings unless District provides comments to said minutes within 14 calendar days.

B. Meetings may include discussion of: Specification Requirements, Drawing Requirements, Special Requirements and Coordination Requirements.

C. Meetings shall be attended by Contractor's Superintendent, Subcontractor's Project Manager and Field Foreman, District Representative and others as requested to attend at the direction of the Contractor or the District.

1.05 Other Meetings

A. Other meetings may be required by other sections of the Specifications, but not listed or mentioned in this section. Contractor shall conduct all required meetings, regardless if the meetings are specifically listed in this section.

END OF SECTION

DIVISION 1 GENERAL SPECIFICATIONS

SECTION 015000

TEMPORARY CONSTRUCTION

1.00 SUMMARY

A. PART 1 SECTION INCLUDES:

1.01 TEMPORARY FACILITIES
1.02 TEMPORARY UTILITIES
1.03 TEMPORARY VENTILATION
1.04 SPECIAL CONTROLS
1.05 SCAFFOLDING
1.06 TEMPORARY ENCLOSURES
1.07 BARRIERS
1.08 DERBIS CONTROL
1.09 STORM WATER POLLUTION CONTROL/EROSION CONTROL
1.10 GENERAL SAFETY AND SECURITY
1.11 NOISE CONTROL
1.12 DUST CONTROL
1.13 TRAFFIC REGULATIONS, TRAFFIC PLAN, SITE PARKING AND RESTRICTIONS
1.14 FIRE PROTECTION SYSTEMS
1.15 SECURITY
1.16 CONTRACTOR'S FIELD OFFICE
1.17 DISTRICT'S FIELD OFFICE, FURNISHINGS AND EQUIPMENT
1.18 REMOVAL OF TEMPORARY FACILITIES

1.01 TEMPORARY FACILITIES

A. No staging or storage of any kind is allowed on public streets, on adjacent properties and on any land outside the property lines of the Site, or as shown on the Contract Drawings without prior written approval from the District.

B. The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the first employees arrive on the Site, shall be properly secluded from public view, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such manner as may be required.

1. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. Contractor shall rigorously prohibit the committing of nuisances to the sanitary facilities and shall immediately repair or correct any nuisance (graffiti, vandalism, etc.) or any inappropriate or unsafe sanitary condition. Any time the sanitary facilities are deemed to be a nuisance or health hazard, the District will issue a notice to repair. If not cleaned within 4 hours, the District will resolve the issue by whatever means is deemed appropriate and the costs incurred shall be deducted from any payment due to the Contractor.

1.02 TEMPORARY UTILITIES

A. Temporary Connections & Use of Utilities: Contractor shall provide and pay for all temporary power, lighting, gas, heat, water, data, phone, and other utilities as needed for the Work. Contractor will not be allowed to use any District facility for access to utilities on District property without the expressed written permission of the District.

B. Temporary Heating: Not used.

C. Contractor shall apply for, coordinate, schedule, and obtain all necessary permits for temporary utilities, including payment of any fees charged by entities for temporary utilities.

D. Comply with all code and City of Pleasant Hill requirements for use of temporary utilities.

E. In the event of power failures by others or by the Contractor or subcontractors, the Contractor shall provide a temporary generator of sufficient size to continue the Work within 24 hours of interruption of power. This service will be provided by the Contractor at no additional cost to the District.

1.03 TEMPORARY VENTILATION

A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases. Identify potential problems associated with dust, fumes, vapors or gases as required in these Specifications. Implement procedures, which will mitigate problems appropriately and within the limits imposed by the Contract Documents.

1.04 SPECIAL CONTROLS

A. Welding: Provide for and maintain all forms of protection necessary to prevent damage resulting from welding including: previously installed material, equipment, and provide all portable welding exhaust systems with HEPA 4 systems.

B. Grade site to drain to areas where water may be properly carried away.

C. Protect Site from puddling or running water. If, by any action by Contractor, water is allowed to issue forth or flow from any source in an unchecked manner (e.g. from a ruptured irrigation pipe, broken water line, etc.) or to pool for longer than 1 hour, District shall have the option to repair the rupture at District discretion and the cost for said repair work shall be deducted from any payment due to the Contractor.

D. Legally dispose of drainage or ground water. Disposal shall be in a manner which will prevent flooding, erosions, or other damage to any portion of the Site or to adjoining areas.

1.05 SCAFFOLDING

A. Furnish, erect and maintain all required scaffolding for the Work. Scaffolding and accessories shall conform to all regulations governing such equipment. Maintain scaffolding in conformance with all applicable safety requirements. Upon completion of use, remove all scaffolding and accessories from the Site.

B. Use of scaffolding shall be coordinated with PG & E and the other related utility providers, where it is in proximity to the overhead power and telephone lines. All required Utility and OSHA requirements shall be maintained.

1.06 TEMPORARY ENCLOSURES

A. Provide temporary weather-tight enclosure of exterior walls for successive areas of building as work progresses, as necessary, to provide acceptable conditions for Contractor working conditions and to provide weather protection for materials. Said enclosures shall provide for effective temporary heating if needed, and shall prevent entry of unauthorized persons.

1.07 BARRIERS

A. Provide barriers as required to prevent public entry into construction areas. Provide barriers to protect existing facilities and adjacent properties from damage.

B. Provide 6-foot high (minimum) commercial grade chain link fence equipped with vehicular and pedestrian gates with locks as shown on the Contract Drawings. Barriers shall be mounted on fence posts sufficient to provide stability and security as required by the Contract Documents. Provide warning signs to read "Danger - Construction Area." Signs shall conform to the City of Pleasant Hill Public Works and Community Development Department Standards, as well as to the requirements of the Contra Costa County Fire Protection District. Fencing shall be provided around the Site as shown on the Drawings.

C. Provide barricades and temporary walkways as required by the City of Pleasant Hill Public Works and Community Development Department Standards to safely detour pedestrian traffic around work zones in the public right of way.

D. Gates into fenced construction area shall be maintained in the closed position when not in use. Provide signs on gates stating "NOTICE - GATES MUST BE CLOSED AFTER ENTRY OR EXIT".

E. Shield all welding operations from public view with solid barrier.

1.08 DEBRIS CONTROL

A. Maintain all areas under the Contractor's control free of extraneous debris and litter.

B. Initiate and maintain a specific program to prevent accumulation of debris at Site, storage and parking areas, or along access roads and haul routes.

1. Provide containers for deposit of debris.
2. Prohibit overloading of trucks to prevent spillages on access and haul routes.
3. Sweep access roads and haul routes daily or as required by the City of Pleasant Hill.

C. Schedule periodic collection and disposal of debris to prevent accumulation or as directed by the District.

1.09 STORM WATER POLLUTION CONTROL/EROSION CONTROL

A. Comply with all requirements included on the Drawings or in the Technical Specifications for erosion control.

B. **Contractor shall comply with the latest RWQCB/ABAG manual for erosion and sediment control if grading work is not completed by October 15th. Contractor must prepare and submit an erosion and sediment control plan and obtain approval from the City of Pleasant Hill Public Works Department.**

1.10 GENERAL SAFETY AND SECURITY

A. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employees

found in violation of this provision.

B. The wearing of hard hats will be mandatory at all times for all Contractor and Subcontractor personnel on Site. Contractor shall supply sufficient hard hats to equip properly all employees and visitors.

1.11 NOISE CONTROL

A. Conform to OSHA and City of Pleasant Hill's noise ordinance requirements unless a more stringent requirement is otherwise specified in the Contract Documents.

1.12 DUST CONTROL

A. Provide positive methods and apply dust control material to minimize raising dust from the construction operations and construction vehicles and provide positive means to prevent airborne dust from dispersing into the atmosphere in accordance with the **City of Pleasant Hill's Municipal Code** and as follows during demolition and all construction phases:

Demolition

1. Water active demolition areas to control dust generation during demolition of structures and break-up of pavement.

2. Cover all trucks hauling demolition debris from the site.

3. Use dust-proof chutes to load debris into trucks whenever feasible.

During All Construction Phases

1. Water all active construction areas at least twice daily and more often during windy periods; active areas adjacent to existing land uses shall be kept damp at all times, or shall be treated with non-toxic stabilizers or dust palliatives.

2. Cover all trucks hauling soil, sand, and other loose materials or required all trucks to maintain at least 2 feet of freeboard.

3. Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access road, parking areas, and staging areas at construction sites.

4. Sweep daily (preferably with water sweepers) all paved access roads, parking areas, and staging areas at construction sites; water sweepers shall vacuum up excess water to avoid runoff-related impacts to water quality.

5. Sweep streets daily (preferably with water sweepers) if visible soil materials are carried onto adjacent public streets.

6. Apply non-toxic soil stabilizers to inactive construction areas.

7. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.).

8. Limit traffic speeds on unpaved roads to 15 mph.

9. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.

10. Replant vegetation in disturbed areas as quickly as possible.

1.13 TRAFFIC REGULATIONS, TRAFFIC PLAN, SITE PARKING AND RESTRICTIONS

A. General: The City of Pleasant Hill has restricted routing of construction traffic and construction vehicle and equipment parking. **See Paragraph C below.**

B. Demolition/Construction Phasing and Traffic Control Plan: See the Supplementary Conditions for requirements.

C. The City of Pleasant Hill Traffic Routing and Parking Restrictions: Below are traffic and parking restrictions:

1. Construction /Demolition Access: All traffic related to either the construction or demolition of the Community Center Site shall enter and exit the Site from and to Civic Drive, including regular-size vehicles.

2. Employee Parking for Construction Workers: The Contractor and all tiered subcontractor employee parking (e.g., automobiles and pickup trucks, etc.) is restricted to areas on Site (i.e., designated staging areas, parking lots, or as approved by the District. Parking on neighborhood streets is prohibited.

3 Street Lane and Side Walk Closures: Contractor shall comply with the City of Pleasant Hill Public Works and Community Development Standards. The Drawings do NOT show or list requirements for temporary closure of street lanes or sidewalks. The Contractor is responsible for all temporary work, including but not limited to, the appropriate street closure and temporary directional signage, temporary crosswalks, K-Railing, and flag persons as required to safely control both public and construction vehicular and pedestrian traffic. The Contractor is responsible for obtaining encroachment permit(s) from the City of Pleasant Hill for any Work within the public right of way (e.g., public sidewalks and streets). The Contractor must plan, schedule, apply for, coordinate and implement all necessary street closures and diversions required by the encroachment permit. Contractor shall take all necessary precautions to protect the public from construction activities.

4. The Contractor shall observe all posted traffic signage and requirements on adjacent and nearby streets.

1.14 FIRE PROTECTION SYSTEMS

A. Provide temporary fire protection as required by codes and regulations for Work. Contractor shall insure all necessary fire protection is provided for this Project at no cost to the District, and as required by the Contra Costa Fire Protection District (CCFPD). Contractor shall review requirements with CCFPD prior to commencing work on Site.

B. Maintain approved fire extinguishers at all work areas and maintain CCFPD vehicle access as required by the Contra Costa Fire Protection District to the Site.

1.15 SECURITY

A. Provide reasonable security for equipment and construction materials for the Work that are either erected or stored at the Site.

B. Contractor is responsible for the security and protection of the Contractor's work area. Coordinate with local law enforcement and cooperate at all times with them.

C. If the Contractor fails to reasonable secure the Site in the opinion of the District, qualified forces will be employed and costs for the service charged to the Contractor.

D. Maintain temporary fencing at all times through Substantial Completion of the Work.

E. Review and comply with all local ordinances related to emergency response requirements.

F. Develop, submit, update and maintain and emergency response program for this project specific to the needs of the project.

G. Contractor shall provide 24 hour emergency contact phone numbers (home and cell) for the Contractor's on Site field personnel and the Contractor's Project Manager. Contractor is required to maintain a full-time Superintendent on the Site at all times the Contractor or subcontractor forces are on the site.

H. Provide and post local map with area hospitals and emergency room locations and phone numbers and update if any changes occur during the course of the Work.

1.16 CONTRACTOR'S FIELD OFFICE

A. Provide (furnish and install) field office trailer(s), on Site, adequate in size and accommodation for Contractor's offices, superintendent's office, conference room for 8 people (for weekly meetings with District), supply and tool room and subcontractors. Location of Contractor's field office trailer must be in the designated staging area shown on the Contract Drawings, or as approved by the District. Make the field office available to the District throughout the entire construction period. Field office(s) shall be for weekly meetings, safekeeping of drawings, specifications and records, and shall contain reference board, table or desk, and chairs. Field offices shall be installed and operated at Contractors expense. Field offices in excess of those shown on the drawings shall be at Contractors expense.

1.17 DISTRICT CONSTRUCTION MANAGER'S FIELD OFFICE TRAILER, FURNISHINGS AND EQUIPMENT

A. CONSTRUCTION MANAGER'S FIELD OFFICE TRAILER:

Not used.

B. CONSTRUCTION MANAGER'S FIELD OFFICE FURNISHINGS

1. Not used.

C. CONSTRUCTION MANAGER'S FIELD OFFICE TRAILER EQUIPMENT

1. Not used.

D. CONSTRUCTION MANAGER'S FIELD OFFICE TRAILER SERVICES:

1. Not used.

E. CONSTRUCTION MANAGER'S FIELD OFFICE TRAILER UTILITIES AND SERVICES

1. Not used.

F. CONSTRUCTION MANAGER'S FIELD OFFICE SECURITY SYSTEM

1. Note used.

G. REMOVAL OF CONSTRUCTION MANAGER'S FIELD OFFICE TRAILER

1. Note used.

1.18 REMOVAL OF TEMPORARY FACILITIES

A. Maintain all temporary facilities, staging area and controls as long as needed for the safe and proper completion of the Work; and remove all such temporary facilities. Promptly clean and repair damage caused by installation or use of temporary facilities. If the Contractor fails, or refuses to repair the damage promptly, the District may have the damaged repaired and the cost of such repair will be deducted from the Contractor's subsequent progress payment.

END OF SECTION

DIVISION 1 GENERAL SPECIFICATIONS

SECTION 015900

PROJECT MITIGATION MEASURES

1.01 SUMMARY

A. SECTION INCLUDES

1. Cultural Resources & Human Remains Requirements
2. Air Quality
3. Noise Control
4. Working Hours

1.02 RELATED SECTIONS

A. Document 00700, General Conditions

C. Document 00800, Supplementary Conditions

B. Section 015000, Temporary Construction

1.03 CULTURAL RESOURCES & HUMAN REMAINS

A. In the event that historic, archeological, Native American, paleontological artifacts and/or human remains are identified during construction all work within the proximity of the find shall immediately halt, and the District shall be notified so that a resource protection plan conforming to CEQA Guidelines Section 15064.5 is prepared by a qualified archeologist and approved by the Pleasant Hill Community Development Director. Work may be resumed in compliance with such a plan.

B. If human remains are encountered, the County Coroner, Pleasant Hill Police Department and Native American heritage Commission shall be contacted immediately. Identified cultural resources shall be recorded on DPR 523 forms.

C. The Contractor shall receive a non-compensable time extension for delays resulting from the discovery of cultural resources or human remains, which are considered beyond the Contractor's control (similar to abnormal or adverse weather) as defined in Document 00700, General Conditions.

1.04 AIR QUALITY

A. See Specification Section 015000.

1.05 NOISE CONTROL

A. Comply with the City of Pleasant Hill Municipal Code.

1.06 WORKING HOURS

A. Normal Weekday Work Hours: Construction activity work hours at the Site shall be limited to the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday. Contractor personnel can be on Site starting at 7:00 a.m., but no site grading or construction activity at the Site is permitted by the City of Pleasant Hill until 7:30 a.m.

B. Holidays: The following are Holidays observed by the City of Pleasant Hill, and NO work activity by the Contractor shall occur on these Holidays: New Years Day, Martin Luther King Jr. Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Day After Thanksgiving, Christmas Eve Day, and Christmas. City of Pleasant Hill inspections by the Building Department and other City departments are not available on any Holiday.

C. Saturdays, Sundays and After Normal Weekday Work Hours: Contractor shall NOT work on Saturdays or Sundays at the Site, or after normal weekday work hours without the written permission of the District and subject to other District restrictions and the noise limitations stated in previous paragraphs of this Section and elsewhere in the Specifications or in the City of Pleasant Hill Municipal Code. The Contractor shall compensate the District for any premium expenses incurred by the District for any monitoring, inspection or testing to accommodate the Contractor's work on Saturdays, Sundays, or after normal weekday work hours. Assuming written permission was granted by the District, below are further work hour limitations for the Contractor's construction activities at the Site:

1. Saturday and Sundays: Construction hours are limited from 9:00 a.m. to 6:00 p.m. No grading activity is permitted by the City of Pleasant Hill on Saturdays or Sundays.

2. After Normal Weekday Work Hours: Construction hours limited from 4:30 p.m. to 7:00 p.m.

3. City of Pleasant Building Department Inspections: Inspections by the Building Department or Public Works are available during Normal Weekday Work Hours, with the exception of Friday afternoons starting at 12:00 p.m. The Contractor shall plan accordingly when scheduling required inspections by the Building Department.

1.07 OTHER DISTRICT REQUIREMENTS

A. The Holidays, along with Saturdays, Sundays, and after "normal" weekday work hours are considered non-work days and shall be included as such in the Contractor's CPM Schedule required in the Supplementary Conditions.

END OFSECTION

MEMORANDUM

TO: Board of Directors

FROM: General Manager

DATE: August 20, 2015

RE: August 27, 2015 Board of Directors Meeting

To Consider Sign for Rodgers Ranch (ACTION)

Background

The existing sign at Rodgers Ranch was made by a Girl Scout as a project in the late 1980's. Even when the sign was completed, it was always considered to be a "temporary" sign. Now it is 2015 and the same sign is still there, but is not a positive reflection of the District and the operations of the Rodgers Ranch. It needs to be replaced.

First Renderings

The District contracted with the GNU Group to come up with an identification sign for Rodgers Ranch. In discussing the design with Dickson Keyser of the GNU Group, we knew it would take on a different "look" than the monuments signs as designed for our facilities and Pleasant Oaks Park. For Rodgers Ranch, being a Historical site, we wanted something that would work with the site, but still have the District logo and relate to the newer designs. The District paid the GNU Group $1,350 for renderings.

A committee of representatives from the Rodgers Ranch Heritage Center and District Staff viewed the first renderings and made a recommendation to the Board of Directors. At the July 23, 2015 Board Meeting, the recommended sign was reviewed by the Board. The Board reviewed the sign and asked for further renderings. The general discussion was that the Board did not care for the Rodgers Ranch Heritage Center's logo on the sign and wanted to see the other groups that utilize the site to be included in the sign.

New Renderings

Attached to your packet are two new renderings. The recommendation by Dickson Keyser of the GNU Group was to have two signs, one an identification sign and the second one to be made up of the organizations involved at the site. I have viewed the placement of the signs in front of the site, mid-way, almost directly in the middle of the court, on the Rodgers Ranch property. The sign is a "see through" sign so it does not

block anything that is taking place behind it. Even the current, Girl Scout sign, blocks the view because it is solid material. I think the new renderings take into account the recommendations by the Board at the July 23rd meeting. The representatives of the Rodgers Ranch Heritage Center would like to see their logo on the sign so there is a rendering with their logo on it.

Cost

Recreation & Parks Manager Lance Hurtado received estimates on the original sign that ran from approximately $3,800-$4,900. That should give you a general idea of the cost of the sign. When the Board selects a sign, we will secure further bids for the exact cost of the recommended sign.

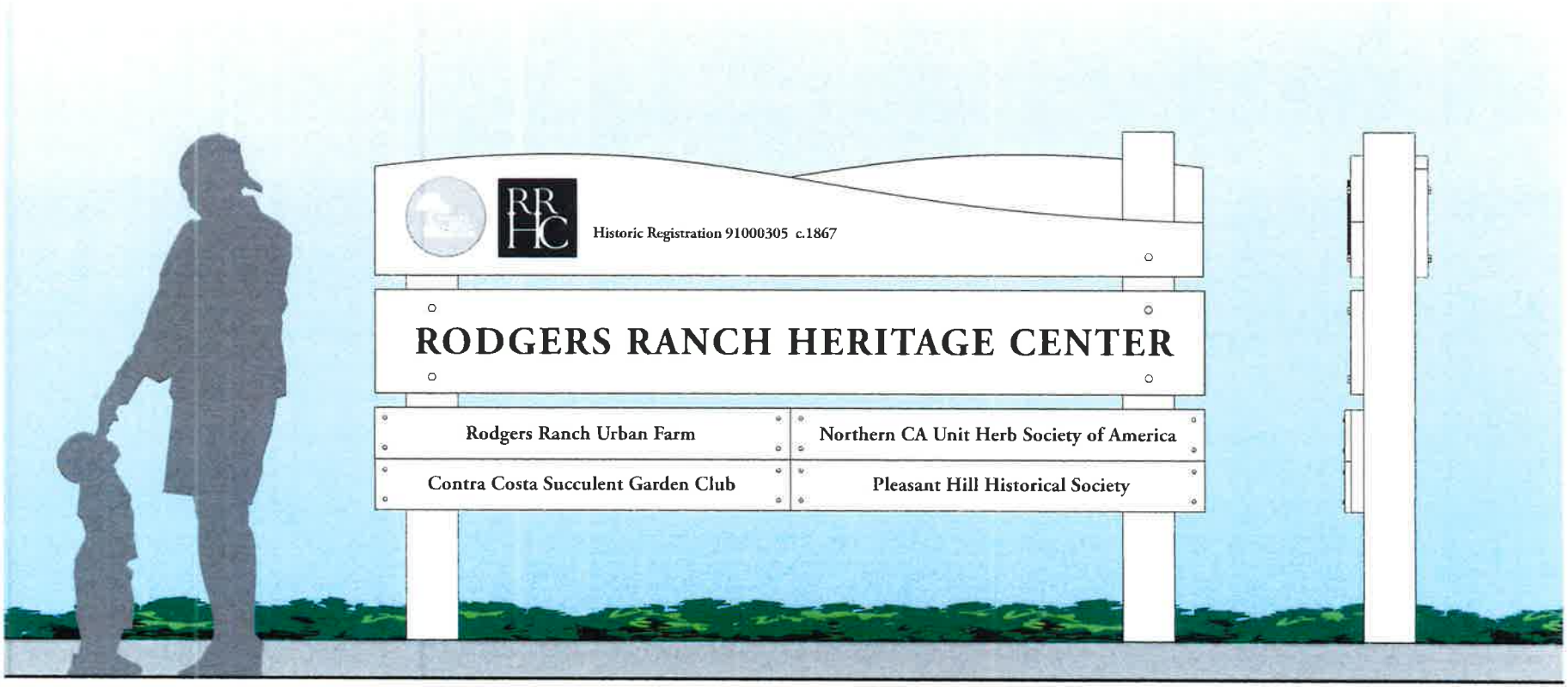
Recommendation

Rodgers Ranch Heritage Center has secured a grant from the Pleasant Hill Community Foundation for $800. The General Manager would recommend that the Rodgers Ranch Heritage Center group be responsible for $1,800 of the cost of the sign. With the organizations that are involved at the site, four at this time, the General Manager would recommend that those four organizations would pay for the second sign at the Rodgers Ranch site.

The District has paid $1,350 for the design of the sign. The additional cost of approximately $2,100 if the Rodgers Ranch Heritage Center committed to the $1,800, would come from the Rodgers Ranch Expenditures Account #12330 – 75750 which has $4,000 designated for the gas line project.

Other Options/Alternatives

1. District pay for the entire cost of the sign minus the $800 from the PH Community Foundation grant. Cost to District for sign: $3,100.
2. Seek other alternative sign designs if the Board does not approve of the remaining two renderings. Cost would include additional design costs by the GNU Group. Approximately $1,000.
3. Seek total cost of the sign from the Rodgers Ranch Heritage Center and other organizations involved at the Rodgers Ranch site.
4. Split the cost with Rodgers Ranch Heritage Center in other increments.



GNU GROUP

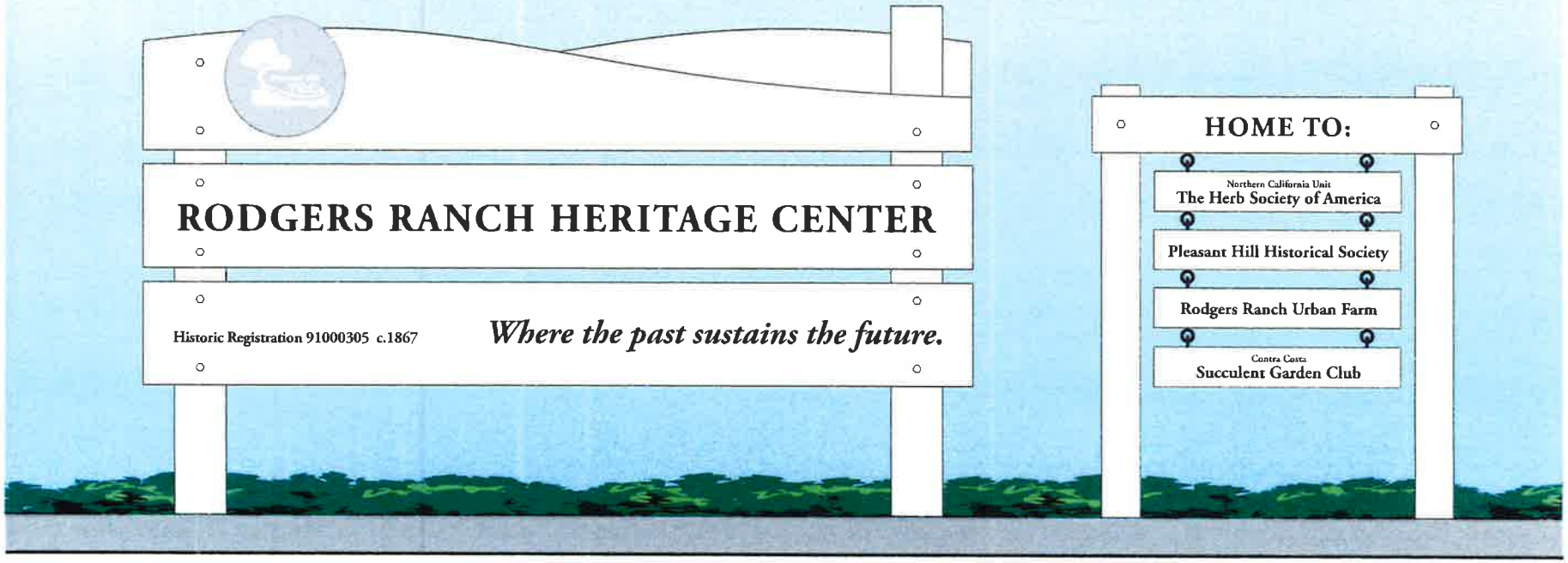
Monument Identification

Design Development Package

REV August 10, 2015

15-PHPRD-010 Rodger's Ranch Heritage Center

DD2.02



GNU GROUP
3445 Mt. Diablo Blvd
Lafayette, California 94549
925-444-2020 Telephone
925-444-2039 Facsimile
www.gnugroup.com
4000 MacArthur Blvd., Suite 900
Newport Beach, California 92660
800-977-8025 Telephone
925-444-2039 Facsimile

Monument Identification

Design Development Package

REV August 10, 2015

15-PHPRD-010 Rodger's Ranch Heritage Center

DD2.01

MEMORANDUM

TO: Board of Directors

FROM: General Manager

DATE: August 20, 2015

RE: August 27, 2015 - Board Meeting

Report on the City of Pleasant Hill's Traffic Safety Commission Meeting Concerning Paso Nogal Road

Board Vice Chair Zac Shess attended the recent Traffic Safety Commission Meeting and will give a report on the matter concerning Paso Nogal Road.

MEMORANDUM

TO: Board of Directors

FROM: General Manager

DATE: August 20, 2015

RE: August 27, 2015 Board Meeting

To Review Board Policies

a. To Consider Board Member Policies (ACTION)

Attorney Curt Kidder will be on hand to further discuss the updated policies. Attached are versions and you will be able to see the redlined version of these policies with changes. This is an action item and if the Board is in favor of passing some these policies, we are recommending to approve the updated Board Policies.

Pleasant Hill Recreation & Park District

POLICY MANUAL

POLICY TITLE: **Attendance at Meetings**
POLICY NUMBER: **1100**

The purpose of this policy is to clarify understanding on attendance at meetings by Board of Directors.

1100.1 It shall be the policy of the District that all Directors shall attend all regular and special meetings of the Board of Directors unless there is good cause for absence.

1100.2 It shall be the policy of the District that the Board of Directors shall ~~declare a seat vacant if~~relieve any ~~member~~Directorwho ceases to discharge the duty of his/her office for a period of three (3) consecutive months from any Board office and position, unless a waiver has been approved by the Board of Directors.

Approved:
Amended:

Pleasant Hill Recreation & Park District

POLICY MANUAL

POLICY TITLE: **Board Actions and Decisions**
POLICY NUMBER: **1110**

The purpose of this policy is to clarify items upon which the Board has decision making authority.

1110.1 ~~Actions by t~~The Board of Directors ~~include but are not limited to the following:~~shall have the powers and duties set forth in State law and as stated in this Policy Manual and shall have the authority to act by ordinance, resolution or motion on matters before the Board.

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~~**1110.1.1** Adoption or rejection of regulations or policies~~
~~**1110.1.2** Adoption or rejection of meeting minutes~~
~~**1110.1.3** Adoption or rejection of a resolution~~
~~**1104.1.4** Adoption or rejection of an ordinance~~
~~**1110.1.5** Approval or rejection of any contract or expenditure~~
~~**1110.1.6** Approval or rejection of any proposal which commits District funds or facilities.~~
~~**110.1.7** Approval or disapproval of matters that require or may require the District or its employees to take action and/or provide services.~~

1110.2 Except as otherwise required by State law, ~~A~~action can only be taken by the vote of the majority of the total membership of the Board of Directors. Three (3) Directors ~~represent~~constitutes a quorum for the conduct of business.

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1110.2.1 A ~~member~~Director who abstain~~sing~~ion a vote is considered ~~as absent for that vote~~present for the determination of a quorum, but is not counted as a "yes" or "no" vote. A ~~member~~Director who recuses him/herself~~abstaining~~ due to a conflict of interest should leave the meeting and~~does~~ is not counted~~towards~~for the determination of a quorum.

~~**1110.2.1.1** Example. If three of five Directors are present at a meeting, a quorum exists and business can be conducted unless the abstention is due to a conflict of interest. However, if one Director abstains on a particular action and the other two cast "aye" votes, no action is taken because a "majority of the Board" did not vote in favor of the action.~~

~~**1110.2.1.2** Example. If an action is proposed requiring a two-thirds vote and two Directors abstain, the proposed action cannot be approved because four of the five Directors would have to vote in favor of the action.~~

(Continues)

~~**1110.2.1.3** Example. If a vacancy exists on the Board and a vote is taken to appoint anindividual to fill said vacancy, three Directors must vote in favor of the appointment for it to be approved. If two of the four Directors present abstain, the appointment is not approved.~~

1110.3 The Board of Directors may give directionsto the General Managerthat are not formal action on any matter properly before the Board. Such directions do not require formal procedural process. Such directions include the Board's directives and instructions to the General Manager.

~~**1110.3.1** The Chair shall determine by consensus a Board directive and shall state it for clarification. Should any two Directors challenge the statement of the Chair, a voice vote may be requested.~~

1110.13.2 A formal motion may be made to place aAnydisputeddirection or directive may be placed on a future agenda for Board considerationreview or recission, or to take some other action (such as refer the matter to the General Manager for review and recommendation, etc.).

~~**1110.3.3** Informal action by the Board is still Board action and shall only occur regarding matters that appear on the agenda for the Board meeting during which said informal action is taken.~~

Pleasant Hill Recreation & Park District

POLICY MANUAL

POLICY TITLE: Board Elections, Vacancies, Recall
POLICY NUMBER: 1115

The purpose of the policy is to clarify Board elections, vacancies and recalls.

1115.1 The Board of Directors consists of five members who are elected at large by the electorate within the District boundaries at the General Election of the even years in November. Each member shall serve for a term of four years, said term beginning and ending at noon on the ~~last~~first Friday in ~~Nov~~December. The terms shall be staggered so as to have three members terms expire on one election and the ~~remaining~~other two members on the alternate date.

1115.2 Prior to taking office, each ~~elected or appointed d~~Director shall take the official oath. The Clerk of the Board may administer the Oath of Office.

~~**1115.3**The Board members and District staff shall assist each new member-elect to understand the Board's functions, politics, and procedures before taking office.~~

1115.4 Vacancies shall be filled by appointment by the remaining Board members pursuant to ~~all~~ applicable State Public Resources Code~~s~~ provisions.

1115.5~~All members~~Directors are subject to recall at any time by the voters of the District following the recall procedures set forth in theState Election Code ~~of the State of California~~.

~~**1115.6**A representative from College Park High School shall serve on the Board as an ex-officio member. They shall act as liaison between the high school and the District and work with the staff on youth related activities. The ex-officio member shall be a member of the District's Teen Council.~~

Approved:
Amended:

Pleasant Hill Recreation & Park District

POLICY MANUAL

POLICY TITLE: Board Meetings
POLICY NUMBER: 1120

The purpose of this policy is to definedifferent types of board meetings.

1120.1 Regular meetings: The Board of Directors meetings shall be held on the second and fourth Thursdays of each calendar month at 7:00 p.m. in the Conference Room at the Administration Office, 147 Gregory Lane, Pleasant Hill. The date, time and place of regular Board meetings may be reconsidered ~~annually~~ at the annual organizational meeting of the Board.~~The date, time, place of the regular board meeting may be changed at the discretion of the Board of Directors.~~

1120.2 Special meetings: The Board of Directors may hold a special meeting when called by the Board ~~President~~Chair or by a majority of the Board.

1120.2.1 All Directorsshall be notified of the special Board meeting and the purpose or purposes for which it is called. Said notification shall be in writing, received by them at least 24 hours prior to the meeting.

1120.2.2 Newspapers of general circulation in the District, radio and television stations and ~~television stations~~,other media outlets~~organizations, and property owners~~ who have requested notice of special meetings in accordance with the Ralph M. Brown Act (California Government Code §54950 et seq.~~through §54926~~) shall be notified at least 24 hours prior to~~by a mailing unless~~ the special meeting ~~is called less than one week in advance, in which case notice, including business to be transacted, will be given by telephone during business hours as soon after the meeting is scheduled as practicable~~.

1120.2.3 An agenda for a special meeting shall be prepared as specified for a regular Board meetings and shall be delivered with the notice of the special meeting to those specified above and posted in a location accessible to the public.

1120.2.4 Only those items of business listed in the ~~call~~notice for the special meeting shall be considered by the Board ~~at any special meeting~~.

1120.3 Emergency Meetings:In the event of an emergency situation involving matters upon which prompt action is necessary ~~due to the disruption or threatened disruption of public facilities~~, the Board of Directors may hold an emergency ~~special~~ meeting ~~without complying with the 24-hour notice~~. An emergency situation means a crippling disaster which severely impairs public health, safety, or both, as determined by a majority of the Board.

(Continues)

1120.3.1 Newspapers of general circulation in the District, radio and television stations and ~~television stations~~other media outlets which have requested notice of special meetings in accordance with the ~~Ralph M.~~ Brown Act ~~(California Government Code §54950 through §54926)~~ shall, unless a dire emergency exists, as defined in the Brown Act and as determined by the Board, be notified by telephone at least one hour prior to the emergency meeting. In the event that telephone services are not functioning, the notice requirement of one hour is waived, but the Board, or its designee, shall notify such newspapers, radio and television stations and other media outlets~~, or television stations~~ of the fact of the holding of the emergency ~~special~~ meeting, and of any action taken by the Board, as soon after the meeting as possible.

1120.3.2 No closed session may be held during an emergency meeting, except as allowed under the Brown Act, and all other rules governing special meetings shall be observed with the exception of the 24-hour notice requirement. The minutes of the emergency meeting, a list of persons the Board or designee notified or attempted to notify, a copy of the roll call vote(s), and any actions taken at such meeting shall be posted for a minimum of ten days in the District office as soon after the meeting as possible.

1120.4 Adjourned Meetings: A majority vote by the Board of Directors may terminate any Board meeting at any place in the agenda to any time and place specified in the order of adjournment; however, if less than a quorum is present, the Directors may adjourn the meeting to a future date~~., except that i~~If no Directors are present at any regular or adjourned regular meeting, the General Manager may declare the meeting adjourned to a stated time and place, and he/she shall cause a written notice of adjournment.

1120.5 Annual Organizational Meeting. The Board of Directors shall hold an annual organizational meeting at its last regular meeting in November. At this meeting the Board will elect a Chair, Vice Chair and Secretary from among its members to serve during the coming calendar year, and will appoint the General Manager as the Clerk of the Board.

~~**1120.6** The Chair of the meetings described herein shall determine the order in which agenda items shall be considered for discussion and/or action by the Board.~~

~~**1120.7** The Chair and the General Manager shall ensure that appropriate information is available for the audience at meetings of the Board of Directors, and that physical facilities for said meetings are functional and appropriate.~~

1120.6 Closed Sessions. The Board may, at any regular or special meeting, hold a closed session to discuss matters of a confidential nature as authorized by the Brown Act including, but not limited to anticipated and pending litigation, personnel matters, labor negotiations and real property negotiations. Notice of items to be discussed in closed session will be included on the meeting agenda.

1120.6.1 Prior to convening in closed session, the Chair shall announce the matter(s) to be discussed in the closed session or refer to the item(s) listed on the meeting agenda.

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1120.6.2 Closed sessions will be held in a secure room outside the view of thepublic. Only District staff necessary for discussion of each` item will be allowed to attend the closed session.

1120.6.3 Upon completion of the closed session, the Board will reconvene in open session and report any final actions, as defined in the Brown Act, taken and the vote thereon.

Approved:
Amended:

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Pleasant Hill Recreation & Park District

POLICY MANUAL

POLICY TITLE: Board Meeting Agenda
POLICY NUMBER: 1125

The purpose of this policy is to provide guidance on the development of the ~~b~~Board meeting agenda.

1125.1 Agenda Preparation: The General Manager, in cooperation with the Board Chair, shall prepare an agenda for each regular and special meeting of the Board of Directors in accordance with the ~~Ralph M.~~Brown Act ~~(California Government Code Section 54950]~~. Any Director may contact the General Manager and request any item ~~to~~ be placed on the agenda no later than 5 business days prior to the meeting date.

1125.2 Public Requests: Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:

1125.2.1 The request must be in writing and be submitted to the General Manager together with supporting documents and information, if any, at least five business days prior to the date of the meeting;

1125.2.2 The General Manager shall be the sole judge of whether the public request is or is not a "matter directly related to District business." and is otherwise appropriate for Board consideration.If the General Manager determines not to place thematter on the Board's agenda, then ~~T~~the public member may request the Board of Directors review~~requesting the agenda item may appeal~~ the General Manager's decision at the next regular meeting of the Board, but without substantive discussion of the matter ~~of Directors~~. Any Director may request that the item be placed on the agenda of the Board's next regular meeting.

~~**1125.2.3** No matter which is legally a proper subject for consideration by the Board in closed session will be accepted under this policy;~~

~~**1125.2.4** The Board of Directors may place limitations on the total time to be devoted to a public request issue at any meeting, and may limit the time allowed for any one person to speak on the issue at the meeting.~~

~~**1125.3** This policy does not prevent the Board from taking testimony at regular and special meetings of the Board on matters which are not on the agenda which a member of the public may wish to bring before the Board. However, the Board shall not discuss or take action on such matters at that meeting.~~

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1125.34 Agenda Posting: At least 72 hours prior to the time of all regular meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted in a place that is freely accessible to members of the publicand ~~(California Government Code 54954.2 (a)(1))~~.~~The agenda shall also be~~ posted on the District's website for public information at the same time.All documents and information made available to the Board of Directors (except confidential information ~~allowed by State law per legal counsel authority~~) shall be available for public review ~~prior to the board meeting~~at the same time it is made available to the Directors.

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1125.4.1 The agenda for a special meeting shall be posted at least 24 hours before the meeting in the same locationsas for Regular Meeting agendas~~(California Government Code Section 54956)~~.

Pleasant Hill Recreation & Park District

POLICY MANUAL

POLICY TITLE: **Board Meeting Conduct**
POLICY NUMBER: **1130**

The purpose of this policy is to establish guidelines for Board Meeting conduct.

1130.1 Meetings of the Board of Directors shall be conducted by the Chair. District Policy and "Roberts Rules of Order"shall be used as a general guideline for meeting protocol.

1130.2 All Board meetings shall commence at the time stated on the agenda and shall be guided by same.

1130.3 The Chair shall determine the order in which agenda items will be considered for discussion and/or action by the Board.

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1130.4 The Chair and General Manager shall ensure that the agenda, Board reports and other agenda materials are available for members of the public at Board meetings. Copies of documents submitted to the Board by members of the public shall be made available to the public as soon as possible after the Board meeting.

1130.5 The facility for Board meetings shall be functional and appropriate and accessible to all members of the public in compliance with the Americans with Disabilities Act. Accommodations for members of the public with sensory impairments will be provided if requested in advance of the meeting.

1130.63 The conduct of meetings shall, to the fullest possible extent, enable Directors to:

1130.3.1 Consider problems to be solved, weigh evidence related thereto, and make wise decisions intended to solve the problems

1130.3.2 Receive, consider and take any needed action with respect to reports of accomplishment of District operations

1130.74 ~~Provisions for permitting any individual or group~~Members of the public will be allowed to address the Board concerning any item on the agenda of a special meeting~~,~~ and ~~or~~ to address the Board at a regular meeting concerning any item on the agenda and on any subject that lies within the jurisdiction of the Board of Directors, ~~shall be as~~subject to following~~ed~~:

1130.7.1 Speakers will be requested to fill out a speaker's form and submit it to the Clerk prior to the Board's consideration of the item for which the speaker seeks to address the Board.

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1130.74.21 Up to Fivethree minutes may be allotted to each speaker andwith a maximum of 20 minutes for all speakers on any item to each subject matter. The Chair may limit or extend the time for each speaker and the maximum amount of time for speakers on any item depending on the facts and circumstances, such as the total number of speakers on a particular item.

1130.4.2 No disruptive conduct shall be permitted at any Board meeting. Persistence in disruptive conduct shall be grounds for summary termination, by the Chair, of that person's privilege of address.

1130.74.3 No presentation shall include charges or complaints against any District employee, regardless of whether or not the employee is identified in the presentation by name or by another reference which tends to identify. Speakers will be requested to respect the decorum of the meeting and the positions of District officers and employees. Anyll charges or complaints against District officers and employees shallshould be submitted to the Board of Directors or General Managerunder provisions stated in District policy.

(Continues)

1130.7.45 Speakers shall not engage in conduct that Wwillfully disruptsion ofany ofthea meetings of the Board of Directors shall not be permitted. If the Chairfindsdetermines that there is in fact a willful disruption of any meeting of the Board, he/she may: (i) recess the meeting, order the disrupting parties out of the room and subsequently conduct the Board's business without them present, (ii) recess the meeting, clear the room and reconvene the meeting allowing those members of the public deemed not to be disruptive parties to return to the meeting, (iii) recess the meeting, clear the room and reconvene the meeting allowing duly accredited representatives of the news media, whom theChair finds not to have participated in the disruption, to return to the meeting, and (iv) adjourn the meeting to a later date.

1130.5.1 After clearing the room of disruptive individuals, the Chair may permit those persons who, in his/her opinion, were not responsible for the willful disruption to remain in the meeting room.

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1130.5.2 Duly accredited representatives of the news media, whom the Chair finds not to have participated in the disruption, shall be permitted to remain in the meeting.

Pleasant Hill Recreation & Park District

POLICY MANUAL

POLICY TITLE: Board Meeting Minutes
POLICY NUMBER: 1135

The purpose of this policy is to provide guidelines in preparation of Board Meeting minutes.

1135.1 The Secretary of the Board or his/her designee shall keep minutes of all regular and special meetings of the Board.

1135.1.1 Copies of a meeting's minutes will normally be distributed to Directors as part of the packet for the next regular meeting of the Board, at which time the Board will consider approving the minutes as presented or with modifications. Once approved by the Board, the official minutes shall be kept in a fireproof vault or in a fire-resistant, locked cabinet.

1135.1.2 Unless directed otherwise, an audio tape recording of regular and special meetings of the Board of Directors will be made. The device upon which the recording is stored shall be kept in a fireproof vault or in fire-resistant, locked cabinet for a minimum of 30 days after these same minutes have been approved by the Board. Members of the public may inspect approved minutes of past Board meetings at the pleasanthillrec.com District website for a minimum of the past 3 years. Minutes for meetings older than the prior 3 years are available upon request, at the District Administrative Office, located at 147 Gregory Lane, Pleasant Hill, Ca. 94523

1135.**1.3** Motions, resolutions or ordinances shall be recorded in the minutes as having passed or failed, and the individual votes of each Director will be recorded ~~unless the action was unanimous~~. All resolutions and ordinances adopted by the Board shall be numbered consecutively, starting new at the beginning of each year. In addition to other information that the Board may deem to be of importance, the following information (if relevant) shall be included in each meeting's minutes:

*Date, place and type of each meeting
*Directors present and absent by name
*Administrative staff present by name
*Call to order
*Time and name of late arriving Directors
*Time and name of early departing Directors

(Continues)

*Names of Directors absent during any agenda item upon which action was taken
*Summary record of staff reports
*Summary record of public comment regarding matters not on the agenda, including names of commentators
*Approval of the minutes or modified minutes of preceding meetings
*Approval of financial reports
*Record by number (a sequential range is acceptable) of all warrants approved for payment
*Complete information as to each subject of the Board's deliberation
*Record of the vote of each Director on every action item for which the vote was not unanimous
*Resolutions and ordinances described as to their substantive content and sequential numbering
*Record of all contracts and agreements, and their amendment, approved by the Board
*Approval of the annual budget
*Approval of all polices, rules and/or regulations
*Approval of all dispositions of District assets
*Approval of all purchases of District assets
*Report from the General Manager
*Requests from the Board of Directors
*Time of meeting's adjournment

Approved:
Amended:

Pleasant Hill Recreation & Park District

POLICY MANUAL

POLICY TITLE: **Board Powers and Duties**
POLICY NUMBER: **1140**

The purpose of this policy is to clarify the Board of Director's powers and duties.

1140.1 The Board of Directors of the Pleasant Hill Recreation and Park District is a separate and independent board with full responsibility for policy formation and implementation. The powers and duties are defined in Section 5780 et seq. of the California Public Resources Code ~~of the State of California~~.

1140.2 In developing policies to provide effective management for recreation and park services, the Board should:

a) Define the District's objectives and goals
b) Carry out its legal responsibility and adopt procedures for the operation of the Board
c) Select the General Manager; provide strong encouragement and support; work in partnership with him/her-delegating authority and responsibility so as to provide operating efficiency
d) Approve financial plans and budgets
e) Encourage and approve the development of a broad variety of programs, facilities and services, within budgetary limitation, meeting community needs and demands utilizing the total resources of the community
f) Inform and educate the public about the importance of a need for recreation and park program facilities and services
g) Establish and maintain an effective public relations program
h) Provide close liaison and coordinate with other related community agencies to insure total cooperative effort for effective, economical services
i) Stimulate the development and maintenance of broad organized citizen involvement in the District's service through community advisory councils and encouragement of sponsored groups
j) Evaluate the District's programs, facilities, services, and relationships annually to assure its goals and objectives are being achieved
k) Evaluate the General Manager on an annual basis

Approved:
Amended:

Pleasant Hill Recreation & Park District

POLICY MANUAL

POLICY TITLE: Code of Ethics
POLICY NUMBER: 1145

The purpose of this policy is to establish a Code of Ethics for the Board of Directors.

1145.1 The Board of Directors of PHRPD arecommitted to providing excellence in legislative leadership that results in the highest quality services to its constituents. Each Director is required to participate in a qualified ethics training course every two years to comply with the requirements of AB 1234 (California Government Code Section 53235).

In order to assist in the governance of the behavior between and among members of the Board of Directors and District staff, the following rules shall be observed.

1145.1.1 The dignity, style, values and opinions of each Director shall be respected.

1145.1.2 Responsiveness and attentive listening in communication is encouraged.

1145.1.3 The needs of the District's constituents should be the priority of the Board of Directors. When a Director believes he/she may have a conflict of interest, theDistrictlegal counsel shall be requested to ~~make a determination~~provide guidance as to whether ~~if~~ one exists or not.

1145.1.4 The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District.

1145.1.5 Directors should commit themselves to emphasizing the positive, avoiding double talk, hidden agendas, gossip, backbiting, and other negative forms of interaction.

1145.1.6 Directors should commit themselves to focusing on issues and not personalities. The presentation of the opinions of others should be encouraged. Cliques and voting blocks based on personalities rather than issues should be avoided.

1145.1.7 Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Directors takes action, Directors should commit to supporting said action and not to create barriers to the implementation of said action.

1145.1.8 Directors should practice the following procedures:

1145.1.8.1 In seeking clarification on informational items, Directors may directly approach professional staff members to obtain information needed to supplement, upgrade, or enhance their knowledge to improve legislative decision-making.

1145.1.8.2 In handling complaints from residents and property owners of the District, said complaints should be referred directly to the General Manager.

1145.1.8.3 In handling items related to safety, concerns for safety or hazards should be reported to the General Manager or to the District office. Emergency situations should be dealt with immediately by seeking appropriate assistance.

1145.1.8.4 In presenting items for discussion at Board meetings, all topics shall be in compliance with ~~b~~Board policies.

1145.1.8.5 In seeking clarification ~~for policy-related concerns, especially those involving personnel, legal action, land acquisition and development, finances, and programming~~on matters affecting the District, said concerns should be referred directly to the General Manager~~or legal counsel~~.

1145.1.9 If approached by District personnel concerning specific District policy, Directors should direct inquiries to the appropriate staff supervisor or General Manager. The chain of command should be followed.

1145.2 The work of the District is a team effort. All individuals should work together in the collaborative process, assisting each other in conducting the affairs of the District.

1145.2.1 When responding to constituent requests and concerns, Directors should be courteous, responding to individuals in a positive manner and routing their questions through appropriate channels and to responsible management personnel.

1145.2.2 Directors should develop a working relationship with the General Manager wherein current issues, concerns and District projects can be discussed comfortably and openly.

1145.2.3 Directors should function as a part of the whole. Issues should be brought to the attention of the Board as a whole, rather than to individual members selectively.

1145.2.4 Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.

1145.2.5 ~~Board of~~ Director's family members shall not be employed by the District. "Family ~~M~~members" as used in this paragraph is defined as wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step parent or step-child and registered domestic partner.

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Approved:

Pleasant Hill Recreation & Park District

POLICY MANUAL

POLICY TITLE: **Conflict of Interest Code: Disclosure Categories**
POLICY NUMBER: **1155**

The purpose of this policy is to avoid conflict of interests.

1155.1 The Political Reform Act, California Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. §18730) which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix A in which members of the Board of Directors and employees are designated, and in which disclosure categories are set forth, constitute the conflict of interest code of the District.

1155.2 Designated employees and all Board Members shall file statements of economic interests (Form 700) with the Clerk of the County of Contra Costa County a copy of which shall be maintained for District records.

(Continues)

Appendix A

Part I - Designated Employees

Position Category	Disclosure
Board Members	1
General Manager	1 Legal
Counsel	1 Consultants
	2 Other
Management/Supervisory Employees	2Park Superintendent,
Recreation Superintendent, Recreation Supervisors, Accounting Supervisor	2

Part II - Disclosure Categories

1. Interest in real property.

   Investment and business positions in any business entity or income from any source if the business entity or source of income manufactures or sells supplies, machinery or equipment of the type utilized by the District.

   Investments and business positions in any business entity or income from any source if the business entity or source of income is a contractor or subcontractor engaged in the performance of work or services of the type utilized by the District.

2. Consultants.

   Consultants shall disclose all sources of income, interests in real property and investments and business positions in business entities.

   The General Manager of the District may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties, and based upon that description, a statement of the extent of disclosure requirements. Such determination shall be a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

Approved:
Amended:

Pleasant Hill Recreation & Park District

POLICY MANUAL

POLICY TITLE: Duties of Board Members
POLICY NUMBER: 1165

The purpose of this policy is to provide guidance to members of the Board of Directors.

1165.1 It is the desire of the District that Directors shall thoroughly prepare themselves to discuss agenda items at every meeting of the Board of Directors.

1165.1.1 Individual Directors may request additional information before the meeting from the General Manager on any item on the agenda. The new information must be distributed to all Directors and made available to the public.

~~**1165.1.2** Copies of information exchanged before meetings shall be available at the meeting for members of the public in attendance, and shall also be provided to anyone not present upon their request.~~

1165.2 Directors shall at all times conduct themselves with courtesy to members of the audience, to each other and to staff present at Board meetings.

1165.3 Directors shall defer to the chairperson for conduct of meetings of the Board, but shall be free to question and discuss items on the agenda. All comments should be brief and confined to the matter being discussed by the Board.

1165.4 Directors may request for inclusion into the meeting minutes brief comments pertinent to an agenda item only at the meeting that item is discussed (including, if desired, a position on abstention or dissenting vote).

1165.5 ~~Directors shall abstain from participating in consideration on any item involving a personal or financial conflict of interest.~~ Unless ~~such~~ a conflict of interest exists, Directors should not abstain from their Board's decision-making responsibilities.

1165.6 Requests by individual Directors for substantive information and/or research from District staff must be requested through the General Manager.

Approved:
Amended:

Pleasant Hill Recreation & Park District

POLICY MANUAL

POLICY TITLE: Duties of Board Secretary
POLICY NUMBER: 1170

The purpose of this policy is to clarify the duties of the Board Secretary.

1170.0 The~~position of Secretary of the~~ Board of Directors ~~is required by state law~~may appoint a Secretary to the Board. The Secretary may perform duties including recording of minutes and actions of the Board of Directors and certifying all actions and resolutions of the Board.

1170.1 If for any reason the Chairand Vice-Chair resign or are absent or disabled, the Secretary shall perform the Chair's duties until the Chair or Vice-Chair are present or the positions~~ of Chair is~~are filled.

1170.2 If for any reason the Chairand Vice-Chair, acting as the Chair, disqualify themselves from participating in an agenda item or become partisan in the debate on any such item, the Secretary shall perform the duties of the presiding officer.

1170.3 Duties of the Secretary: The Secretary of the Governing Board or their designee shall have the following duties:

1170.3.1 Certify or attest to actions taken by the Board when required

1170.3.2 Sign the minutes of the Board meeting following their approval

1170.3.3 Sign the documents as directed by the Board on behalf of the District and sign all other items which require the signature of the Secretary

1170.3.4 Perform any other duties assigned by the Board

1170.4 Responsibilities of the Secretary: It is the responsibility of the Secretary with assistance of the District General Manager to ensure:

1170.4.1 Minutes of the Board of Directors meetings are recorded. The recordings are for use by the Executive Secretary only for the purpose of preparing minutes for adoption at the next regularly scheduled meeting of the Board. Upon adoption of these minutes the recording media will be reused, unless otherwise required by law

1170.4.2 Minutes of each Board meeting are prepared and maintained

(Continues)

1170.4.3 Board records and other documents and reports are maintained, as required by law

1170.4.4 Board officers receive the correspondence addressed to them

Approved:
Amended:

Pleasant Hill Recreation & Park District

POLICY MANUAL

POLICY TITLE: Duties of the Clerk of the Board
POLICY NUMBER: 1175

The purpose of this policy is to clarify the duties of the Clerk of the Board.

1175.1 The Clerk of the Board shall be appointed by the Board of Directors andshall be responsible for performing the duties required byCalifornia law and District Policy.

1175.2 The duties of the Clerk of the Board or designee include:

1175.2.1 Providing input in formulating the budget of the Board and has theauthority to expend funds in accordance with the annual budget of the Board

1175.2.2 Managing the office of the Board and responsibility for maintaining confidential information and files; prepare the Board agenda, minutes, resolutions, ordinances, notices and other related matters

1175.2.3 Attend Regular, Special, Emergency, and Adjourned Board meetings and other meetings as required, taking non-verbatim notes of business transacted and prepare minutes; post/publish all notices and agendas required by law

1175.2.4 Preparing reports, memoranda and other documents; act as custodian of the District seal; serve as filing officer or filing official

1175.2.5 Being responsible for receiving, forwarding or retaining statements of economic interest or campaign statements in accordance with California Code of Regulations, Title 2, Section 18227

1175.2.6 Maintaining resolutions, ordinances, Board approved policies and District agreements; attest to ordinances and resolutions, and accept correspondence on behalf of the Board

1175.3 The~~General Manager, acting as~~ Clerk may appoint an Assistant to the Clerk of the Board to perform the duties of the Clerk of the Board in the absence of the Clerk

Approved:
Amended:

Pleasant Hill Recreation & Park District

POLICY MANUAL

POLICY TITLE: Education and Training for Board Members
POLICY NUMBER: 1180

The purpose of this policy is to encourage Directors to attend educational conferences and professional meetings when the activities are to improve District operation.

1180.1 It is the desire of the District to have educated and well-informed board members. Therefore ~~Board Members~~Directors are encourage to attend education conferencesand professional meetings for continuing education. There is no limit as to the number of Directors who can attend a particular conference or seminar when it is apparent that their attendance is beneficial to the District.

1180.1.1 "Junkets" (a tour or journey for pleasure at public expense), however, will not be permitted.

1180.2 The District encourages~~Board~~Director educationby reimbursing actual expenses incurred for tuition, travel, lodging and meals as a result of training, educational courses, participation with professional organizations, and attendance at local, state and national conferences associated with the interests of the District. All expenses shall be reported by Directors and must be accompanied with validated receipts before ~~any~~ reimbursement by the District.

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1180.2.2 Attendance by Directors at seminars, workshops, courses, professional organization meetings, and conferences shall be approved by the Board of Directors prior to a Director incurring any reimbursable costs.

1180.3 A Director shall not attend a conference or training event for which there is an expense to the District if it occurs after the ~~District~~Director has announced his/her pending resignation, or if it occurs after an election in which it has been determined that the Director will not retain his/her seat on the Board. A Director shall not attend a conference or training event when it is apparent that there is no significant benefit to the District.

1180.4 Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, Directors will either prepare a written report for distribution to the Board, or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of other Directors and staff.

1180.5 Directors shall receive education andtraining regarding ethics principles and lawsas required by California Government Code Sections 53235 (AB 1234)and as further set forth in Policy No. 1190 and sexual harassment prevention as required by California Government Code Section12950.1 (AB 1825) and submit copies of proof of participation with the Clerk.

Pleasant Hill Recreation & Park District

POLICY MANUAL

POLICY TITLE: Ethics Training
POLICY NUMBER: 1190

The purpose of this policy is to inform Board of Directors that mandatory ethics training ~~classes~~ relevant to public service ~~and to~~in compliance~~y~~ with Government Code Section 53234 through 53235.2 ~~are~~is required.

1190.1 All ~~d~~Directors and designated executive staff of the District shall receive two hours o~~f~~ training in general ethics principles and ethics laws relevant to public service within one year of election or appointment to the board of directors. The training must be ~~re~~taken at least once every two years thereafter, pursuant to Government Code Sections 53234 through 53235.

1190.2 This policy shall also apply to all staff members that the Board of Directors designates and to members of all commissions, committees and other bodies that are subject to the Ralph M. Brown ~~Open Meeting Act~~.

1190.3 All ethics training shall be provided by entities whose curricula have been approved by the California Attorney General and the Fair Political Practices Commission.

1190.4 Directors shall obtain proof of participation after completing the ethics training. Applicable costs for attending the training will be reimbursed by the District.

1190.4.1 District staff shall maintain records indicating both the dates that directors completed the ethics training and the name of the entity that provided the training. These records shall be maintained for at least five years after directors receive the training, and are public records subject to disclosure under the California Public Records Act.

1190.5 District staff shall provide the Board of Directors with information on available training that meets the requirements of this policy at least once every year.

1190.6 Ethics training may consist of either a training course or a set of self-study materials with tests, and may be taken at home, in person or online.

1190.7 Any ~~d~~Director of the District that serves on the board of another agency is only required to take the training once every two years.

Approved:
Amended:

Pleasant Hill Recreation & Park District

POLICY MANUAL

POLICY TITLE: Hiring of Legal Counsel and Auditor
POLICY NUMBER: 1205

The purpose of this policy is to provide authority for the Board of Directors to hire legal counsel and an auditor.

1205.0 Legal Counsel.The Board of Directors shall hire~~a~~ Legal Counsel to assist the Board and District ~~in~~with all applicable legal issues and ~~activities~~matters~~, at a public meeting~~ affecting the District.

1205.1 Legal Counsel shall be the legal adviser of the District and shall perform such duties as may be prescribed by the Board of Directors. Upon request, Legal Counsel ~~is required to~~shall review and approve as to form District legal documents, ~~i.e.~~including contracts, agreements, leases and similar documents~~ etc~~. ~~The~~ Legal Counsel shall~~ present and~~ report on ~~all~~ legal issues~~ and Closed Session items~~ before the Board and/or in Closed Session as necessary and consistent with the requirements of the Brown Act. ~~The~~ Legal Counsel shall serve at the pleasure of the Board~~,~~ and shall be compensated for services as determined by the Board.

1205.1.2~~The~~ Legal Counsel reports to the Board as a whole but is available to each ~~d~~Director for consultation regarding legal matters particular to that ~~Board members~~Director's participation on District matters. No ~~Board member~~Director may request a legal opinion of legal counsel without concurrence of the Board Chair,except as such requests relate to ~~questions~~issues regarding that ~~member's~~Director's participation, and any such legal opinion rendered shall be confidential and provided to the entire Board.~~The~~ Legal Counsel shall be available to the District General Manager for consultation on applicable issues and activities.

1205.2 District Auditor**.** The District Auditor shall be selected and hired by the Board ~~in~~at a noticed public meeting at least every five years. The Board shall determine the duties and compensation of the Auditor. The Auditor shall serve at the pleasure of the Board.~~Selection of the Auditor shall be done in a noticed public meeting and at least every five years.~~

1205.2.1 The Board will oversee the work of an independent auditor, who will report to the Board, to conduct an annual financial audit of the District's books, records, and financial affairs in accordance with ~~s~~State law.The Accounting Supervisor will install and maintain an accounting system that will completely and at all times show the financial condition of the District.

Approved:
Amended:

MEMORANDUM

TO: Board of Directors

FROM: General Manager

DATE: August 20, 2015

RE: August 27, 2015 - Board Meeting

Reports and to Set Board Committee Meeting Dates

a. **Land and Facility Development Committee**
b. **Personnel Committee**
c. **Budget and Finance Committee**
d. **Program Committee**

We did have to reschedule the Land and Facility Development Committee Meeting with Board Members Glover and Shess along with Attorney Curt Kidder and the General Manager.

MEMORANDUM

TO: Board of Directors

FROM: General Manager

DATE: August 20, 2015

RE: Measure E Bonds Tax Rate

I wanted to point out the annual tax rate for our Measure E Bonds. The good news is the declining rate for tax payers in 2015. The tax rate was .0258 in 2014 and now has been reduced to .0238. The materials are attached.

Contra Costa County Auditor-Controller
Property Tax Division
Tax Rate and Revenue Report FY 2015/2016

Bond Name	Requirements: Debt Service Req 7/1/15-9/30/2016	Requirements: Collection Fee	Sources: 6/30/15 Adj. Fund Balance Available	Sources: Estimated 15/16 Unitary Revenue	Sources: Estimated 15/16 Unsecured Revenue	Secured Tax Req (Amt to Raise for 2015/16)	Adj. Sec/Util Assessed Value (Net of RDA for Pre-1989 issues)	Secured Homeowner Exemption	Total Assessed Value (Rate will be applied to this Value)	2015/16 Tax Rate	2014/15 (PY) Tax Rate
Pleasant Hill Rec. & Park 2009	2,862,028	4,223	1,172,982	67,360	37,321	**1,588,588**	6,633,081,124	52,895,286	6,685,976,410	**0.0238**	0.0258

Any questions may be directed to Stanley Lawrence or Bobby Romero @ 925-646-2225

Please indicate below if you are supplying any additional information; then fax or email the signed acknowledgment of your review along with additional information (if applicable) to the attention of Stanley Lawrence @ (925) 646-2649 or stanley.lawrence@ac.cccounty.us

☐ Additional Information attached
☐ No additional information attached

AGENCY REVIEWER _____ DATE _____

2015-16
DEBT SERVICE REQUIREMENTS

Date	Series	Pl Hill 2009
08/01/15	A	852,312.50
	B	260,130.00
02/01/16	A	426,012.50
	B	168,780.00
08/01/16	A	861,012.50
	B	293,780.00
Total		2,862,027.50